

**AFFILIATION AGREEMENT
FOR
Clinical Education of Physical Therapy Students**

Between

**The University of Iowa
and**

This Agreement is made and entered into this _____ day of _____, 2011, by and between The University of Iowa ("University") and _____ ("Facility").

WHEREAS, the parties wish and intend by this Agreement to set forth the terms and conditions of engaging in a cooperative program for the purpose of establishing a clinical education program in which the students in the Physical Therapy Program at the University may obtain educational experience in a clinical setting.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises set forth herein, University and Facility agree as follows:

I. PURPOSE

University offers an educational program (hereafter "Program") to educate students in the scientific bases and clinical application of methods, procedures and techniques needed to provide higher quality physical therapy to patients.

II. RESPONSIBILITIES OF UNIVERSITY

A. University, after consultation with appropriate representatives of Facility, will plan and conduct the educational program for students' experiences, and will provide Facility with discipline-specific goals and objectives for the Program.

B. University will provide reasonable opportunities for the staff of Facility to participate in joint planning and evaluation of student experiences and to participate in the development of student schedules.

C. University will provide advance information to Facility concerning names of students, dates, and times to allow Facility time and opportunity to reasonably accommodate the University's Program.

D. University will inform and explain to students of Program that during the Program at Facility, they will be under the jurisdiction of Facility officials for training purposes and will follow Facility rules to the extent that such rules relate directly to education and training in Program.

University of Iowa/

E. University will determine the course of action when a student is determined unacceptable for the Program by University or Facility. University will withdraw a Student from the Program at Facility if, after consultation with Facility in accord with Paragraph III.D., University determines such action to be warranted. University will provide Facility written notification of such withdrawal.

III. RESPONSIBILITIES OF FACILITY

A. Facility will provide a suitable environment for learning experiences for University Students which are planned, organized, and administered by qualified staff in conjunction with designated University personnel, in accordance with mutually agreed upon educational objectives and guidelines.

B. Facility will provide or arrange for emergency treatment in the event of accident or illness to Students associated with their learning experience while at the Facility for the Program, such care to be provided at the Students' expense.

C. Facility will provide the facilities, equipment, and supplies which are necessary to achieve the educational objectives of the Program and which may be required by federal and/or state law and regulations.

D. Facility reserves the right, exercisable in its discretion after consultation with University in accord with Paragraph II.E., to exclude any student from its premises in the event that such student's conduct or state of health is deemed objectionable or detrimental to the proper administration of Facility, subject to the non-discrimination provisions of Paragraph VII. To assist University in its due process obligations to student excluded or withdrawn from Program, Facility agrees to provide a written statement of the reason or reasons for the withdrawal or exclusion.

E. Facility acknowledges that many student educational records are protected by the Family Educational Rights and Privacy Act ("FERPA"), and that student permission must be obtained before releasing specific student data to anyone other than University. University agrees to provide guidance to Facility with respect to complying with FERPA.

IV. TERM AND TERMINATION

A. This Agreement shall commence beginning on the effective date of this Agreement, and shall continue until termination by either party.

B. This Agreement may be terminated for any reason by either party upon one hundred twenty (120) days written notice. Should notice of termination be given, students assigned to the Facility shall be allowed to complete any previously scheduled clinical assignment then in progress at Facility.

C. Notice of termination to the Facility shall be directed to:

University of Iowa/

- D. Notice of termination to the University shall be directed to:
Academic Coordinator of Clinical Education
Physical Therapy Graduate Program
The University of Iowa
1-252 Medical Education Building
Iowa City IA 52242-1190

V. LIABILITY

A. Facility agrees to indemnify, defend, and hold University harmless from any and all claims arising from patient care provided or supervised by Facility.

B. University agrees to be responsible for any and all claims and liability for injury to persons or property arising out of or caused by the negligence of its agents, employees, or officers in the performance of the duties and obligations contemplated in the Agreement to the extent permitted by Chapter 669 of the Code of Iowa.

C. University shall maintain professional liability insurance covering its students in the amount of \$1,000,000 per occurrence/\$3,000,000 in the aggregate per year and will provide a copy of the Certificate of Insurance to Facility upon request.

VI. HEALTH INSURANCE AND SCREENING

A. All physical therapy students at The University of Iowa will have their own health insurance in effect.

B. Students must also comply with the periodic Health Screening required by the University for all students in health curricula including an annual TB test, a Rubella titre test or immunization and the Hepatitis B immunization series.

VII. NON-DISCRIMINATION

Each party shall be separately responsible for compliance with all anti-discrimination laws which may be applicable to their respective activities under this Program. Neither party will discriminate against any student in the Program on the basis of race, national origin, color, religious belief, sex, age, marital status, affectional or associational preference, or disability.

VIII. CONSIDERATION

A. Under the terms of this Agreement, neither party is obligated to make any payments of any kind to the other party.

University of Iowa/

B. Services rendered by students covered by this Agreement are considered to be educational in nature. Nothing in the execution or performance of this Agreement shall be construed to establish an employer-employee, an agency, a partnership or a joint venture relationship among the University, the Facility, and the students.

IX. GOVERNING LAW

This Agreement shall be governed by and construed under the laws of the State of Iowa.

X. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, and supersedes any and all prior understandings and agreements, oral or written, relating hereto. Any amendments hereof must be made in writing and agreed to by all parties.

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have executed this Agreement.

THE UNIVERSITY OF IOWA

FACILITY

By: Richard K. Shields, Director
Its: Physical Therapy & Rehabilitation Science

By:
Its:

By: Paul B. Rothman, MD
Its: Dean, College of Medicine

By:
Its:

By: George M. Hollins, PE
Its: Business Manager