Clinical Affiliation Agreement
Marquette University Program in Physical Therapy

Corporate Address: **Facility's Name _____**
Address _____
City, State, Zipcode _____

This Agreement is made by and between Marquette University, located in Milwaukee, Wisconsin (hereinafter referred to as the "School"), and **Facility's Name _____**, located in **Facility's City and State _____** (hereinafter referred to as the "Facility"). The purpose of this Agreement is to provide practical learning and clinical experiences for the students of the Marquette University Program in Physical Therapy (hereinafter referred to as the "Department") and to establish and operate a Clinical Education Program at the Facility.

General

1. This Agreement is for a term of one-year beginning on January 31, 2023 and ending on Jan 31, 2024 and shall be automatically renewed for subsequent one-year terms unless terminated by either party upon thirty (30) days prior written notice to the other party. Notwithstanding any such termination, any student already enrolled and participating in the clinical program shall have the right to fully complete the clinical placement at the Facility unless cancellation of placement occurs pursuant to the terms contained in section 4, herein. The specific dates for the placement of each student in the Clinical Training Program will be mutually agreed upon in writing by the Department and the Facility.

2. The number of students eligible to participate in the Clinical Education Program will be mutually determined by the parties and may be altered by mutual agreement.

3. The Department will assign to the Facility only those students who have satisfactorily completed the prerequisite didactic portion of the Department's curriculum.

4. The Facility may cancel, by notice in writing to the Department, the clinical placement of any student whose performance is unsatisfactory, whose personal characteristics prevent desirable relationships within the Facility, or whose health status is a detriment to the student's successful completion of the Clinical Education assignment. The Facility will provide the student and the Department with a written justification for any such cancellation. When possible, the Facility shall take reasonable steps to consult with the Department prior to the cancellation of a student from the program.

5. The parties agree to comply with all applicable federal, state and local laws, regulations and ordinances. Both parties specifically agree not to unlawfully discriminate against any individual on the basis of race, creed, color, sex, religion, age, disability or national origin.

6. This Agreement is not a third-party beneficiary contract, and confers no rights upon any students or employees of the parties.

7. Students are not employees of the School, the Department or the Facility, and are therefore ineligible to receive Workers' Compensation or Unemployment Compensation

benefits from either party. Further, Department faculty are not eligible for coverage under the Facility's Workers' Compensation or Unemployment Compensation insurance programs.

8. In order to protect against potential liability arising out of the activities performed under this Agreement, the School and the Facility each agree to obtain and maintain, in force and effect, insurance and/or self-insurance as follows. The School agrees to maintain professional liability insurance, and/or equivalent self-insurance, with minimum limits of $1,000,000 per occurrence and $3,000,000 aggregate for its participating students, faculty, employees and agents. The Facility agrees to maintain professional liability insurance, and/or equivalent self-insurance with the aforementioned limits for its employees and agents. Further, both parties agree to maintain commercial general liability insurance, and/or equivalent self-insurance, with minimum limits of $1,000,000 per occurrence and $2,000,000 aggregate. Upon request, each party agrees to furnish to the other appropriate documentation of financial responsibility.

9. The Facility shall indemnify, defend and hold harmless the School, its faculty, students, agents and employees from and against any and all liabilities, claims, losses, lawsuits, judgments and/or expenses including attorney fees, arising, either directly or indirectly, from any act or failure to act by the Facility, its staff, agents and employees which may occur during or which arise out of the performance of this Agreement, provided that for the purposes of this Section, the School's students shall not be considered agents of the Facility.

   Likewise, the School shall indemnify, defend and hold harmless the Facility, its staff, agents and employees from and against any and all liabilities, claims, losses, lawsuits, judgments and/or expenses including attorney fees, arising, either directly or indirectly, from any act or failure to act by the School, its faculty, students, agents and employees which may occur during or which arise out of the performance of this Agreement.

10. This agreement may be revised or modified only by written amendment signed by both parties.

11. This document shall be construed in accordance with the laws of the State of Wisconsin. If any term or provision of this document shall be held illegal, unenforceable, or in conflict with any law governing this document, the validity of the remaining portions shall not be affected thereby.

Responsibilities of the Department

12. The Department shall provide the Facility with a list of requirements completed by the affiliating student to include:
    1) Proof of health insurance
    2) Current CPR certification
    3) Proof of MMR vaccination
    4) Hepatitis B vaccine or completed waiver form
    5) TB Test within one year of start of clinicals (or as specified by facility)
    6) Drug Screen within 6 months
    7) Compliance with the Caregiver Background Check regulations set forth in Chapter

50 of the Wisconsin Statutes or successor statutes thereto, with copies provided as requested by the Facility.

13. The Department will provide in-service presentations and opportunities to view appropriate videotapes on Bloodborne Pathogens and Standard Precautions as required by OSHA and will certify attendance at such sessions.

14. The facility shall forward a list of additional requirements not contained within sections 12 & 13, as well as any applicable deadlines, to the Department. Each student will be responsible for providing accurate and timely documentation of completion of these requirements to the Facility.

15. The Department shall designate in writing a faculty member to coordinate with a designee of the Facility the program for each student assigned to the Facility.

16. The Department shall notify each student that he/she is responsible for:

    a. following the administrative policies, standards, and practices of the Facility;

    b. abiding by appropriate dress code required by the Facility;

    c. providing his/her own transportation and living arrangements when not furnished by the Facility;

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

    e. maintaining his/her own health records, and providing his/her own health insurance coverage and documentation as required by the Facility;

    f. conforming to the standards and practices established by the Department while training in the Facility; and

    g. maintaining confidentiality of information relating to the Facility's patients.

Responsibilities of the Facility

17. The Facility shall provide supervision for the clinical experience in accordance with state and federal guidelines.

18. The Facility shall maintain complete records and reports on each student's performance, providing evaluations to the Department on forms provided by the Department.

19. In all cases, the Facility shall retain ultimate responsibility for the care of its clients.

20. The Facility shall, on reasonable request, permit the inspection of its clinical facilities, services available for clinical experiences, student records, and such other items pertaining to the Clinical Education Program as may be relevant, by representatives of the Department or agencies, or both, charged with responsibility for approval of the facilities

or accreditation of the curriculum.

21. The Facility shall designate in writing to the Department the name of the person responsible for the Facility's Clinical Education Program. The Facility agrees to notify the Department in writing of any change or proposed change in its designation of the person responsible for the Facility's Clinical Education Program, or of any other staff which may affect the Program.

22. The Facility shall have primary responsibility for ensuring the student's compliance with his/her responsibilities as set forth in subparagraphs a, b, d, and f of paragraph 16 of the Agreement. The Department agrees to assist the Facility in obtaining the student's compliance in the event that should be requested.

23. The Facility shall, at the commencement of a student's placement, provide the student a thorough orientation as to the Facility's administrative policies, standards and practice relevant to the clinical placement.

24. Except in emergencies, the Facility shall not grant leaves of absence from regular duties to students during their clinical placements without prior approval from the Department.

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

by: _____ _____
William Cullinan, PT, PhD Date
Dean, College of Health Sciences
Marquette University

by: _____ _____
Facility Authorized Signature Date

by: _____ _____
Facility Authorized Signature Date

Revised OGC 7/2022