

AGREEMENT FOR STUDENT CLINICAL EXPERIENCE PROGRAM
AT PT HAWAII, WAIPAHU

This Agreement is made on _____, 20__, between PT HAWAII, INC., a Hawaii corporation (“*Clinic*”) and the undersigned educational institution (“*School*”).

WHEREAS, Clinic operates a physical therapy clinic located at 94-801 Farrington Hwy, Waipahu, Hawaii 96797 (“*Facilities*”);

WHEREAS, School offers educational programs leading to a degree in Physical Therapy and clinical experience is a required component of said curriculum;

WHEREAS, School desires the assistance of the Clinic in developing and implementing the clinical experience phase of the School’s curriculum; and

WHEREAS, Clinic wishes to assist School in developing and implementing the clinical experience for the School’s students enrolled in its physical therapy program on the terms set forth herein;

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, Clinic and School hereby agree as follows:

I. Mutual Responsibilities of Clinic and School.

A. Clinic and School shall determine the number of students to be assigned to the Clinic for the clinical experiences for each of the courses for which the Facilities serves as a clinical education site.

B. In accordance with applicable law, School and Clinic shall not discriminate against any student because of age, race, color, religion, gender, disability or national origin.

C. Each party shall maintain as confidential all proprietary business information, trade secrets and all materials containing confidential business information provided to it by or otherwise obtained from the other party.

D. This Agreement shall in no way be interpreted as creating an agency or employment relationship between the parties. Each party is responsible only for its own conduct.

II. Responsibilities of School

A. School shall assume the overall responsibility for development and oversight of its clinical education program.

B. School shall refer to Clinic only those students who have satisfactorily completed the academic prerequisites for the clinical experience conducted at the Facilities.

- C. School shall designate an authorized person or persons to coordinate the clinical experience(s) of the student(s) for each clinical course and to communicate with Clinic.
- D. School shall be responsible for the final evaluation and grading of the student(s) performance in the clinical experience operated by Clinic.
- E. School shall notify Clinic's authorized representative of its planned schedule of student assignment(s), including the dates of clinical experience(s), the name(s) of the student(s), and the level of academic and preclinical preparation of the student(s). The finalization of such assignments shall be by mutual agreement of the parties.
- F. School, through its designated course faculty member, shall provide Clinic with educational objectives and evaluation forms (as appropriate) for the students' clinical experience.
- G. School shall advise its students assigned to the Facilities of their responsibility for complying with the Clinic's existing rules and regulations, including without limitation the responsibility for preserving the confidentiality of patient information and for complying with any physical examination, security, and work place conduct requirements of Clinic and of the Facilities.
- H. School shall verify current licensure in its state of operation of the faculty members and students assigned to the program and the Facilities, and upon written request, will furnish Clinic with written evidence of such licensure.
- I. School represents and warrants to Clinic that its students and faculty who participate in instructional experiences under this Agreement at the Facilities are covered for professional liability insurance policies or self-insurance programs that have been approved by Clinic as to coverage limits. School shall furnish Clinic with information regarding such insurance policies or self-insured coverage upon request (attach Certificate of Coverage to this Agreement).
- J. School shall ensure that all students participating in the program at the Facilities are trained in compliance with OSHA Blood-Borne Pathogen Regulations.
- K. School shall ensure that its students have medical screenings, tests, and treatments as required by regulatory agencies, federal or state laws, and OSHA regulations. School shall provide evidence that all students assigned to the Facilities have been tested and screened for Hepatitis B and Tuberculosis, and demonstrate immunity to vaccine preventable diseases to include Measles/Mumps/Rubella, Varicella and Pertussis.
- L. School shall educate its students on health care confidentiality laws, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 ('HIPAA') and the regulations promulgated thereunder. School shall not permit students to bring patient information learned or utilized during their clinic studies at the Facilities back into classroom studies without obtaining written advance patient permission.

M. School reserves the right to terminate a clinical experience assignment if School determines that conditions at the Facilities are detrimental to student learning.

III. Responsibilities of Clinic.

A. Clinic shall have ultimate authority and responsibility for providing professional care to the recipients of its services or “patients”.

B. Clinic shall designate authorized personnel to collaborate with School faculty in planning for the use of Facilities and provision of appropriate learning opportunities in accord with objectives for the clinical experience required of the School’s program.

C. School shall provide written evaluative input about student performance, as appropriate to the placement, and in accord with procedure and process agreed upon between the School’s faculty coordinator of the clinical course and Clinic’s authorized designee.

D. Clinic reserves the right to request that the School withdraw from the clinical experience at the Facilities any student whose health, personal nature, and/or performance is detrimental to Clinic’s staff or patient well-being or to the operation of the Facilities.

E. Clinic shall provide School with information regarding the availability of first aid and emergency care for School’s students while on clinical assignment at the Facilities. In the event a student is exposed to an infectious or environmental hazard or other occupational injury (e.g., needle stick) while at the Facilities, Clinic will provide such emergency care as is typically provided to its employees in the ordinary course. In the event Clinic does not have the resources to provide such emergency care, Clinic shall refer such student to the nearest emergency facility or call 911. School acknowledges that the student is responsible for any charges in connection with such emergency care and shall inform its students of such responsibility as part of its program description materials.

F. Clinic, its agents and employees shall maintain in confidence student files and personal information and limit access to only those agents and employees with a need to know. Clinic, its agents and employees shall comply with the Family Educational Rights and Privacy Act, to the same extent as such laws and regulations apply to School. For purposes of this Agreement, School hereby designates Clinic and its agents/employees as School officials with a legitimate educational interest in the educational records of the student(s) who participate in the clinical assignment at the Facilities to the extent that access to the records is required by Clinic to carry out the clinical assignments contemplated by this Agreement.

G. Upon request, Clinic will provide School with proof that it maintains commercial general liability insurance in an amount that is commercially reasonable for the industry and location of the Facilities.

H. Clinic will provide written notification to the School promptly if a claim arises involving a student of the School at the Facilities.

I. Student participants in the program shall not be considered employees, contractors, or agents of Clinic and thus are not covered by Clinic for purposes of compensation, fringe benefits, workers' compensation, unemployment compensation, minimum wage laws, income tax withholding, social security or any other purpose, because of their participation in the program. Clinic shall have no responsibility to enforce or cause the student participants to comply with and/or adhere to any School policies or rules. All offsite activities of any student in the program are solely the responsibility of the student, and to the extent subject to School policy, the School, and Clinic shall have no responsibility whatsoever for any such activity occurring away from the Facilities.

IV. Responsibilities of the Student.

School shall advise each participating student in writing that he or she is responsible for demonstrating professional behavior appropriate to the environment of the Facilities, including protecting the confidentiality of patient information and maintaining high standards of patient care and always providing patient services under the direct supervision of a licensed clinical professional of the Clinic. From time to time, students may be asked to make presentations to Clinic staff on best practices and advancements that the students are studying in their School physical therapy curriculum.

V. Term.

This Agreement shall become effective as of the date first set forth above and shall remain in effect for one (1) year unless otherwise sooner terminated as hereinafter provided. At the end of said initial term, this Agreement shall be automatically renewed for one-year successive terms unless a party provides notice of termination or non-renewal at least sixty (60) days' written notice, provided that any student (s) currently assigned to the Clinic at the time of the notice of termination and is in good standing with Clinic shall be provided the opportunity to complete the clinical experience with the Clinic at the Facilities, provided that such period of completion shall not exceed three months thereafter.

VI. Notice.

Any written communication or notice pursuant to this Agreement shall be made to the representatives of the respective parties at the addresses set forth beneath their respective signature block.

VII. 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 Clinic and School.

VIII. Severability.

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.

IX. Captions.

The caption headings contained herein are used solely for convenience and shall not be deemed to limit or define the provisions of this Agreement.

X. No Waiver.

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.

XI. Binding Effect.

This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns.

XI. Governing Law; Venue.

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Hawaii. Any litigation or other court proceeding with respect to any matter arising from or in connection with this Agreement shall be conducted in the courts of the state of Hawaii or in the United States District Court for District of Hawaii, and no other, and each party hereby submits to jurisdiction and consent to venue in such courts, and waives any defense based on inconvenient venue or forum.

XIII. Counterparts.

This Agreement shall be effective when executed by both parties. This Agreement may be executed in two or more counterparts, and delivered by facsimile or similar electronic copy, each of which shall be deemed an original and all of which together shall constitute one instrument.

[Signature page to follow]

PT HAWAII, INC.

School Name:

By: _____
Jaylin Winchester (Date)

By: _____
Name: _____ (Date)
Title: _____

By: _____
Dang Ngo, PT, DPT (Date)

By: _____
Name: _____ (Date)
Title: _____

Authorized Representative and Notice Information:

For the Clinic:

Dang Ngo, PT, DPT
Clinical Director
PT Hawaii, Inc.
94-801 Farrington Hwy.
Waipahu, HI 96797
Tel: (808) 680-9123
Fax: (808) 680-9889
dang@pthawaii.com

For the School:

Name: _____
Title: _____
School: _____
Address: _____

Tel: _____
Fax: _____
email: _____