

PROFESSIONAL EXPERIENCE AGREEMENT

THIS PROFESSIONAL EXPERIENCE AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 20____ by and between Rockhurst University, a Missouri benevolent corporation ("Rockhurst"), and _____, a _____ (State) corporation ("Facility").

WHEREAS, Rockhurst has a **Communication Sciences and Disorders/ Occupational Therapy/ Physical Therapy/ Exercise Science/ and Health Science Educational Programs** ("Program"), desires to obtain professional learning experiences including Fieldwork, Clinical, Practicum or Doctoral Capstone Experiences ("Professional Experiences") to enrich coursework for students enrolled in the Program ("Students"); and

WHEREAS, Facility is a provider offering **occupational therapy /physical therapy /speech-language therapy/ and healthcare services** to its clients and desires to make Professional Experiences available to Students enrolled in the Program.

NOW THEREFORE, in consideration of the mutual benefits and promises contained herein, the parties hereby agree as follows:

1. DEFINITIONS. The following definitions shall apply to terms used in this Agreement:
 - (a) "Academic Experience Coordinator" or "AEC" shall mean the individual appointed by Rockhurst to serve as liaison to the Facility with respect to the Professional Experiences.
 - (b) "Clinical Experience Supervisor" or "CES" shall mean the individual(s) appointed by the Facility to supervise the Students receiving Professional Experiences at the Facility.
 - (c) "Professional Experiences" shall include, but not be limited to, supervised patient care, in-service presentations, and participation in departmental and interdepartmental activities and functions at Facility.
2. DUTIES OF FACILITY. During the term of this Agreement, Facility shall:
 - (a) Designate a CES to cooperate with the AEC in selecting appropriate Professional Experiences for the Students and to supervise the Students receiving Professional Experiences at the Facility. The CES shall orient the Students with respect to the physical facilities, policies and procedures and any special requirements of the Facility. The CES will abide by **American Occupational Therapy Association ("AOTA")/American Physical Therapy Association ("APTA")/and American Speech-Language-Hearing Association ("ASHA")** guidelines for supervisors. The CES will be available upon reasonable notice and at reasonable times for meetings with the AEC.

- (b) Work with Rockhurst to establish educational objectives for the Professional Experiences, devise methods for implementing the educational objectives of the Professional Experiences, and continually evaluate the effectiveness of each educational objective of the Professional Experiences.
- (c) Provide a written description of the Professional Experiences to the AEC.
- (d) Determine the number of Students to whom it can offer Professional Experiences during any given period.
- (e) Maintain sole responsibility at all times for patient care and total health services provided at the Facility consistent with standards established by the Facility's accrediting association.
- (f) Provide level-appropriate Professional Experiences to Students assigned to the Facility.
- (g) Provide limited emergency medical care required by Students during the Professional Experiences and immediately notify the AEC of any illness or injury. Students are responsible for any charges for medical care rendered. Nothing herein is to be construed as indicating consent on the part of any Student to the administration of medical treatment.
- (h) Provide the physical facilities and equipment necessary to conduct the Professional Experiences, including making available adequate workspace, library facilities, and reasonable study and storage space for the personal belongings of the Students.
- (i) Advise the AEC of any changes in its personnel, operations, or policies and procedures which may affect the availability or offering of the Professional Experiences.
- (j) Make available to AEC and the Students copies of the Facility's rules and regulations and policies and procedures with which the Students are expected to comply.
- (k) Evaluate the performance of the Students on a regular basis using evaluation forms supplied by Rockhurst. It is understood that the Students will be given the opportunity to discuss these evaluations with the CES prior to submission to the AEC. Evaluations must be completed and forwarded to the AEC within one (1) week following the conclusion of each Student's Professional Experience.
- (l) Notify the AEC immediately of any concerns noted in the ability of the Students to achieve the stated objectives of the Professional Experiences and help the Students correct these deficiencies.

- (m) Contact the AEC immediately regarding any questions, grievances, or problems encountered with respect to Students.
- (n) Have the right to terminate, after notification of and consultation with the AEC, any Students whose health or performance is a detriment to patient well-being or to achievement of the stated objectives of the Professional Experiences.
- (o) Support the continuing education and professional growth and development for Facility staff responsible for supervising Students.
- (p) Reasonably accommodate those Students who cannot be immunized or cannot meet the Facility's immunization requirements.

3. DUTIES OF ROCKHURST. Under this Agreement, Rockhurst shall:

- (a) Assume sole responsibility for the classroom education of the Students.
- (b) Assume sole responsibility for the administration of its Programs, the curriculum content, the requirements of matriculation, grading, graduation, and faculty appointments.
- (c) Work with the Facility to establish educational objectives for the Professional Experiences, devise methods for implementing the educational objectives of the Professional Experiences, and continually evaluate the effectiveness of each educational objective of the Professional Experiences.
- (d) Assume responsibility for assuring continued compliance with the educational standards of applicable accreditation associations.
- (e) Communicate with the CES to exchange information, evaluations and other pertinent material related to the Professional Experiences.
- (f) When possible, confer faculty appointment to the CES responsible for planning and implementing the Professional Experiences.
- (g) Notify the CES, at a mutually agreed upon time, of the schedule of Students assigned to the Facility, including the names of the Students, their level of academic preparation, and the length and dates of their Professional Experiences.
- (h) Assign to the Facility only those Students who have satisfactorily completed the prerequisite academic portion of the curriculum applicable to the Professional Experiences, and who meet the applicable health standards, including current immunizations.

- (i) Have the right to terminate, after notification of and consultation with the CES, any Student whereby it is determined by AEC to be in the best interest of the student.
 - (j) Support the rules and regulations and policies and procedures governing the Professional Experiences that are mutually agreed upon by Rockhurst and the Facility.
 - (k) Assure that policies of health and professional liability insurance cover each Student. Professional liability insurance policies shall have minimum coverage amounts of \$1,000,000 per occurrence. Certificates of insurance shall be provided upon request to the Facility.
 - (l) Provide the CES with forms to evaluate the performance of the Students and provide the Students with forms to evaluate the Facility and the Professional Experiences.
 - (m) Provide, upon request to the Facility, documentation of annual TB tests, completed hepatitis B vaccinations (or waiver), current CPR certifications, previous professional experiences, and current first aid certifications for each Student.
4. TERM AND TERMINATION. This Agreement shall become effective as of the date first indicated above and continue in effect until terminated by either party upon one hundred eighty (180) days advance written notice thereof. In the event this Agreement is terminated, the Facility shall permit Students enrolled in the Program to complete the Professional Experiences for the then current academic year in such a manner so as to not disrupt their education or the operations of the respective parties.
5. CONFIDENTIALITY. Facility acknowledges that Rockhurst is not a “business associate” under the Health Insurance Portability and Accountability Act of 1996 or the Health Information Technology for Economic and Clinical Health Act of 2009. Notwithstanding the foregoing, each party agrees to take all necessary actions to safeguard individually identifiable patient information received from or created for the other party and to prevent the unauthorized use or disclosure of such information. Furthermore, each party will promptly notify the other party of any unauthorized acquisition, access, use or disclosure of unsecured individually identifiable patient information of which it is aware.
6. FERPA (Family Educational Rights and Privacy Act) COMPLIANCE. Each party agrees to maintain the privacy and security of education records maintained by the other party in accordance with all relevant state and federal laws and regulations, including, but not limited to, the Family Educational Rights Privacy Act, set forth at 20 U.S.C. 1232g and 34 CFR part 99 (collectively, “FERPA”), and agrees to take such actions as are necessary and appropriate in connection therewith.

7. NOTICES. All notices given pursuant to this agreement shall be in writing and personally delivered or sent by email or certified mail, postage prepaid to:

Rockhurst University
1100 Rockhurst Road
Kansas City, MO 64110

Attn:
Email:
Phone:

FACILITY
ADDRESS
CITY, STATE ZIP CODE
Attn:
Email:
Phone:

All notices shall be deemed delivered upon such personal delivery, electronic delivery to the specified email account, or two (2) business days after deposit in any United States Post Office.

8. NONDISCRIMINATION. The parties agree not to discriminate against any individual on the basis of race, color, creed, religion, sex, age, national origin, ancestry, disability, sexual orientation, veteran status, or citizenship status. The provisions of this paragraph shall not be deemed to create any rights of third parties not signatory to this Agreement. Each party agrees to provide the other and Students with its nondiscrimination policies. Each party will notify the other of any observed or reported illegal discrimination involving Students and the Professional Experience, including in interactions with Facility staff outside of the workplace. Facility will provide such reports to Rockhurst's Title IX Coordinator; Rockhurst will provide such reports to Facility's Human Resources. The parties will cooperate in determining the appropriate procedure(s) for resolving and investigating individual complaints of discrimination.
9. NO EMPLOYMENT RELATIONSHIP. Rockhurst and Facility are independent entities, and neither shall have, nor exercise, any control over the means, manner, or method by which the other performs its obligations under this Agreement. Nothing in this Agreement is intended or shall be construed to create an agency relationship, employment relationship, or joint venture between the parties. Students shall remain students at all times during the term of this Agreement and shall not be considered servants, agents, or employees of the Facility.
10. NO COMPENSATION. This Agreement does not contemplate the payment of any fee or remuneration by either party to the other but is intended to jointly benefit both parties by supporting education and patient care.
11. GOVERNING LAW AND VENUE. This Agreement shall be construed and enforced in accordance with the laws of the State of Missouri without regard to choice of law principles. Any action or proceeding arising out of or related to this Agreement shall be brought only in a state or federal court of competent jurisdiction for claims arising in the State of Missouri.

12. NO ASSIGNMENT. Neither this Agreement nor any rights hereunder may be assigned without the prior written consent of the non-assigning party.
13. ENTIRE AGREEMENT. This Agreement sets forth the entire understanding of the parties relating to the subject matter of this agreement. Any prior agreements, promises, negotiations, or representations between the parties, either oral or written, relating to the subject matter of this Agreement, and not expressly set forth herein are of no force or effect. Any modification or amendments thereto must be agreed upon by both parties in writing and shall become effective on the date stated therein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth next to their signatures.

Facility

By:
Name:
Title:

Rockhurst University

By:
Name:
Title: