Huntington University

Occupational Therapy Programs

Main Campus:

2303 College Ave

Huntington, IN 46750

MEMORANDUM of UNDERSTANDING

BETWEEN

Huntington University (University) AND **Boone County Board of Education**

Subject: The purpose of this agreement is to provide facilities and clinical educational experiences (hereby includes all levels of Fieldwork and/or Doctoral Capstone Experience for the occupational therapy programs, of Huntington University, an institution of higher education accredited by the Higher Learning Commission. The Doctoral Occupational Therapy Program Indiana site has accreditation status with the Accreditation Council for Occupational Therapy Education (ACOTE). The Doctoral Occupational Therapy Program Arizona site has candidacy status with ACOTE. The Occupational Therapy Assistant Program has accreditation status with ACOTE. The purpose of this agreement is to define the rights and responsibilities of the Agency and the University as they pertain to an Occupational Therapy or Occupational Therapy Assistant students’ Fieldwork and/or Doctoral Capstone Experience placement for completion of degree requirements.

Definition of Terms

Fieldwork: Fieldwork is designed to provide occupational therapy and occupational therapy assistant students with opportunities to integrate academically-acquired education with clinical practice. It is during the Fieldwork experience that the student can learn, practice and refine skills of observation, evaluation, treatment planning, implementation and interprofessional collaboration.

Level I Fieldwork: The Level I Fieldwork experiences which occur in community and healthcare facilities occur under the supervision of and with the support of occupational therapy practitioners or other qualified individuals during the students’ academic semesters. Time frames and hours requirements may vary.

Level II Fieldwork, OTD: The Level II Fieldwork experiences occur under the supervision of and with the support of licensed occupational therapists, full time for a total of 24 weeks, typically completed over two 12-week periods. **The student must complete 24 calendar weeks and cannot shorten the number of weeks by working overtime.**

Level II Fieldwork, OTA: The Level II Fieldwork experiences occur under the supervision of and with the support of licensed occupational therapy or occupational therapy assistant practitioners, full time for a total of 16 weeks, typically completed over two 8-week sessions. **The student must complete 16 calendar weeks and cannot shorten the number of weeks by working overtime.**

Doctoral Capstone Experience: The purpose of the Doctoral Capstone Experience is to synthesize and apply principles of evidence-based practice and occupational therapy to demonstrates synthesis of in-depth knowledge in the focused area of study with student-generated learning outcomes and a product of practice/clinical scholarship. The Doctoral Capstone Experience will occur over 14 weeks (minimum of 560 hours, of which a minimum of 448 hours are spent on-site within the mentored practice setting[s]) in one or more of the following areas of study: clinical practice skills, research skills, administration, leadership, program and policy development, advocacy, education or theory development.

1. Plan for Instruction
2. Students will be assigned clinical education experiences based on curricular demands to meet accreditation standards and alignment with the academic calendar of the University.
3. Students will be required to satisfactorily complete applicable prerequisites for clinical coursework prior to clinical educational experience assignment.
4. The clinical educational experience is designed to allow students to become familiar with role of Agency’s health and wellness practitioners as well as to participate in selected aspects of the occupational therapy role. The clinical educational experiences in which students will participate shall be mutually agreed upon by Agency and University’s faculty representative.
5. Responsibilities of University

University agrees to:

1. Require faculty and students to function within the Agency’s policies and procedures for clinical educational experience activities as disclosed by the Agency.
2. Designate Academic Fieldwork Coordinator(s) and/or Doctoral Capstone Coordinator(s) as liaison from the faculty.
3. Assume responsibility for teaching and collaborate with sites and supervisors on student outcomes.
4. Provide a continuing-education certificate of completion to each fieldwork supervisor and DCE expert mentor as outlined by State Licensure Board guidelines.
5. Maintain through one or more carriers properly authorized to provide such coverage the following insurance coverages:

Commercial General Liability               $1,000,000 per occurrence

                                                                                $3,000,000 aggregate

Professional Liability                                 $1,000,000 per occurrence

                                                                                $3,000,000 aggregate

Workers Compensation                             Statutory requirements

Said professional liability insurance shall cover any claims for acts or omissions of said Students or Instructors while participating in this Affiliation.  The University shall, prior to commencement of the Affiliation, provide the certificates of insurance evidencing the insurance set forth above and at such other times as reasonably requested by the Facility.

1. Provide the anticipated number of student(s), desired timeframe; clinical educational experience (Fieldwork I or II or DCE) desired, and academic status of students at least one month prior to the semester in which students are to be placed for clinical educational experience.
2. Provide, upon request, to the cooperating staff of the Agency, an orientation to the purposes and activities of students’ clinical educational experiences.
3. Review with the Agency’s designated liaison person(s) any proposed changes in clinical educational experiences for which students will be placed.
4. Supply certificate of insurance documentation upon request for student coverage.
5. Require that each student participating in a clinical educational experience provide evidence of the following as requested by the Agency:
   1. Criminal background check
   2. Current CPR training
   3. A negative TB skin test within the past year or a chest x-ray within the last three years if a positive reaction to the skin test
   4. Completed series of Hepatitis B vaccine or refusal of the vaccine
   5. Other appropriate immunizations as requested by the Agency
   6. Blood borne pathogen training
   7. HIPAA training
   8. Other as specified prior to 1 month in advance of start
6. Responsibilities of Agency

Agency agrees to:

1. Accept students for clinical educational experiences in courses for which placement has been mutually reviewed, planned, and arranged.
2. Make available those agreed-upon clinical educational experiences.
3. Assume and maintain responsibility and accountability for client and/or patient care. Provide timely constructive feedback to students on performance issues.
4. Designate liaison for the Agency.
5. Provide timely and constructive feedback on student performance concerns.
6. Provide orientation for students to familiarize them with facilities, patients, departmental organizational structure, policies and procedures used to provide care, and such other aspects as are pertinent to clinical educational experiences.
7. Disclose all Agency policies and procedures for clinical educational experiences to be followed by students.
8. Provide conference and classroom space, as available, following mutually arranged schedules of use.
9. Make available to students and faculty the Agency’s library facilities, as available for use on the premises, and facilities for parking and meals.
10. Make available resources that fieldwork supervisors will use to complete job related tasks including but not limited to paper/electronic client documentation, standardized assessments, evaluation materials, safety equipment, intervention materials, and discharge planning materials.
11. Provide opportunity for student to experience interdisciplinary team planning when applicable.
12. Facilitate student knowledge regarding dysfunction and how it relates to the sites population to engage in occupational tasks.
13. Provide necessary emergency care in sudden illness or injury; the cost of such care is the responsibility of the student concerned.
14. The Agency will provide a minimum of three (3) months’ written notice of cancellation of a scheduled student placement for the clinical educational experience and include reasonable cause for cancellation.
15. Mutual Responsibilities, Compliance, and Hold Harmless Provision

The parties mutually agree:

1. To confer on plans, problems, and changes related to the clinical educational experiences.
2. To periodically review the Agreement for confirmation and for such adjustments or revisions as necessary.
3. To promptly notify the other of any claim made by or expected from a claimant against a party to the Agreement, which claim relates to the subject matter of this Agreement. The parties agree to cooperate to dispose of any such claim. Each party to this Agreement (“Indemnitor”) agrees to indemnify and hold harmless the other party (“Indemnitee”) (together with Indemnitee’s successors, assigns, directors, officers, employees, and any other person from whom any of them or Indemnitee may be legally responsible) from and against any loss, cost, claim, or expense arising from any breach of the Agreement or any act of negligence or other breach of duty by Indemnitor, its successors, assigns, directors, officers, employee or agents.
4. To not discriminate on the basis of race, color, sex, handicap, national or ethnic origin, age, disability, or military in the administration of it policies and in conducting each program or activity. The University will comply with all relevant federal and state nondiscrimination laws as to any matter related to or arising from the substance of this Agreement, including without limitation, the selection of students for participation in any aspect of the clinical educational experience. The University retains its rights as a private Christian University to use religion as a basis in hiring decisions.
5. University will disclose information from a student’s educational record, as appropriate, to personnel at Agency who have a legitimate need to know in accordance with the Family Educational Rights and Privacy Act (FERPA). Agency agrees that its personnel will use information from a student’s educational record only in the furtherance of providing clinical educational experiences and that the information shall only be disclosed to third parties in accordance with FERPA. Family Educational Rights and Privacy Act (FERPA) (34 C.F.R. Part 99 compliance will meet federal guidelines for confidentiality rights of student education records.
6. For purposes of carrying out the terms of this agreement, the parties expressly acknowledge and agree that students shall not be considered employees or agents of either University or Agency.
7. The parties will comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 1320d (“HIPAA”) and any current and future regulations promulgated thereunder, including, without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (“Federal Privacy Regulations”), the federal security standards contained in 45 C.F.R. Part 142, and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as “HIPAA Requirements.” The parties agree not to use or further disclose any Protected Health Information (as defined in 42 U.S.C. Section 1320d), other than as permitted by the HIPAA Requirements and the terms of this Agreement. The parties agree to make their internal practices, books and records relating to the use and disclosure of Protected Health Information available to each other party to the extent required for determining compliance with Federal Privacy Regulations. In addition, the parties agree to comply with any state laws and regulations that govern or pertain to the confidentiality, privacy, security of, and electronic and transaction code sets pertaining to, information related to patients. University will direct its faculty and students to comply with the policies and procedures of the Agency, including those governing the use and disclosure of individually identifiable health information under federal law, specifically 45 CFR parts 160 and 164.  Solely for the purpose of defining University faculty and students’ role in relation to the use and disclosure of the Agency’s protected health information, UNIVERSITY faculty and students are defined as members of the Agency’s “workforce,” as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this Agreement. However, University faculty and students are not and will not be considered employees of the Agency. No student will look to the Agency for any salary, and students who become injured while in the Agency will not be employees for purposes of workers’ compensation benefits, disability benefits, or any similar payments.
8. Reasonable accommodation will be provided for students with special needs to meet ADA guidelines.
9. Amendment

No changes or modifications of this Agreement shall be effective unless done in writing and signed representatives of both parties to the Agreement.

1. Termination

Each party shall have the right to cancel or terminate this Agreement, with or without cause, upon three (3) months written notice to the other party.

1. Warranty

Each person signing this Agreement warrants that he/she has the authority to bind his/her principals. This document is executed in two counterparts either of which shall be deemed an original.

1. Third Party Beneficiaries

Nothing in this Agreement is intended to be for the benefit of third parties.

*Signatures next page*

BY:

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Agency Representative Print Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Agency Representative Signature

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Agency Name

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Agency Address

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City, State, Zip code

Phone Number\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-mail \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Huntington University Huntington University Huntington University Arizona

OTD Program BS-OTA Program OTD Program

1819 Carew St. 2303 College Ave 8385 W. Mariners Way

Fort Wayne, IN 46805 Huntington, IN 46750 Peoria, AZ 85382

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OTD Program Director or

OTA Program Director

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Academic Fieldwork Coordinator or Doctoral

Capstone Coordinator