

MUSKINGUM UNIVERSITY MOT PROGRAM
AND
MID-OHIO EDUCATIONAL SERVICE CENTER

This Agreement initiates an association between Muskingum University located in New Concord, Ohio, and Mid-Ohio Educational Service Center located in Mansfield, Ohio.

1. Muskingum University hereinafter shall be referred to as the "Institution."
2. Mid-Ohio Educational Service Center hereinafter shall be referred to as the "Agency."

WHEREAS, the Institution is an Ohio non-profit, private higher educational institution which, through its Master of Occupational Therapy (MOT) Program, provides an educational program in the provision of occupational therapy; and

WHEREAS, the Institution's MOT Program offers a curriculum for a Master of Occupational Therapy degree; and

WHEREAS, the Agency operates a facility capable of supporting clinical learning experience of academic healthcare programs; and

WHEREAS, the Agency is desirous of allowing the Institution's MOT Program and associated faculty to participate in the guided fieldwork experiences it offers and the Institution is desirous of having its MOT Program participate in such guided fieldwork experiences at the Agency's facilities;

NOW, THEREFORE, in consideration of the premises and of the mutual advantages to each of the parties herein designated, it is understood and agreed that:

1. **Access to Facilities.** The Agency's clinical and support facilities shall be made available to the Institution's faculty and students who participate in its MOT Program for occupational therapy practice and experiences consistent with the program's curriculum and objectives to the extent hereafter agreed by the parties in the manner specified.
2. **Placement of Students.** The Institution may assign MOT Program students (and associated faculty) to fieldwork settings at the Agency's clinical facilities (and to such of the Agency's other client/patient care programs as may be mutually agreed hereafter) for the purpose of meeting occupational therapy education course learning objectives in a healthcare setting.
3. **Number and Scheduling of Students.** The number of students assigned, the dates and times for the experiences, and the clinically related issues for the experiences sought are to be reviewed yearly by the Chair/Director of the Institution's MOT Program or his/her designee and the appropriate supervisory personnel of the Agency. Once a designated quota of the Agency's capacity for students has been agreed upon, the Agency agrees to place all qualified students as requested by the Institution, up to the full agreed quota. The Agency in all instances will maintain ultimate control and responsibility for client/patient care.

4. Arrangement of Schedules:

- a. The Institution is to submit, not less than thirty (30) calendar days prior to the commencement of any academic term during the term of this Agreement, the proposed number of participating students and the proposed schedule that the students will follow for clinical experience in terms of dates, days of the week, and clock hours involved. Such submission shall also identify the MOT Program faculty members responsible for overseeing the participating students' clinical experience.
- b. The Institution reserves the right to alter schedules for clinical experiences should that become necessary. In such event, it will give the Agency notice of the change or changes as far in advance as is reasonably practical.
- c. The Institution's MOT Program faculty, in consultation with the Agency's appropriate supervisory personnel, will specify the particular fieldwork assignments for the individual participating students at the beginning of each term.
- d. Prior to or at the beginning of a term, the Institution's participating faculty may arrange for the placement of individual students for special experiences, provided the Agency's Director of Occupational Therapy or specified designee is consulted in advance and approves the proposed arrangements.

5. Instruction and Supervision of Students:

- a. The participating students' educational programs and academic experiences will be under the supervision and control of the Institution at all times. The Institution's MOT Program faculty will plan and teach the courses. It will also supervise the students' fieldwork in conjunction with representatives of the Agency. The Institution's faculty will have ultimate responsibility for the instruction of students in the fieldwork setting. All occupational therapy practice and conduct on the Agency's premises will be guided by the Code of Ethical Conduct within 4755-7-08 of the Ohio Practice Act for Occupational Therapy, the Institution's MOT Program Student Handbook, and the Agency's policies, procedures, rules, and regulations.
- b. The Agency's occupational therapy staff will be available to the Institution's MOT Program faculty and participating students to clarify policies and procedures pertaining to the client/patients who are receiving care by the students as part of their clinical experiences in the Institution's MOT Program. The Agency's supervisory personnel and other occupational therapists will be available to the participating students and the Institution's MOT Program faculty as resource persons, as appropriate, in order to assure client/patient safety and adequate care.
- c. The Agency, in carrying out its responsibility to assure safe and adequate care to its client/patients, may require termination of the fieldwork experience of any student at its facilities if deemed necessary. If such is the case, upon receipt of written notice, the Institution will immediately terminate the designated student

from further fieldwork experience at the Agency's facilities. Any such written notification will be given to the Academic Fieldwork Coordinator (AFC) of the Institution's MOT Program.

6. Orientation of Institution's Participating Faculty:

a. Prior to commencement of the academic term in which fieldwork will take place, the Agency will make available to the Institution's existing MOT Program faculty an orientation to the Agency, its facilities and the specific units wherein students will have their fieldwork experiences. In the event new participating faculty members come into office at any time during the term of this Agreement, the Agency will make the same orientation available to such new faculty member or members.

b. The Institution's faculty who will direct the students' experiences will meet with the Agency's supervisory personnel and the supervisors or managers of the units to be utilized for student placements prior to the beginning of each term in order to discuss the plans and expectations of each, and to establish or affirm cooperative working arrangements. Upon request, a copy of each course syllabus will be provided to the manager of the fieldwork area where students enrolled in that course will be placed.

7. Responsibilities:

a. The Agency shall have no obligation to provide Worker's Compensation or any other form of insurance to participating students or faculty.

b. Participating students and faculty shall not be deemed to be employees, agents or independent contractors of the Agency while participating in the Agency's client/patient care programs as a part of the Institution's MOT Program under the supervision of the Institution's MOT Program.

c. The Institution's participating faculty and students shall be insured in an appropriate Professional and Personal Liability Insurance program with policy limits of not less than 1,000,000/\$3,000,000 per year.

d. Fieldwork Educator (FWE) means an Agency occupational therapist whose qualifications meet the requirements of The Accreditation Council for OT Education (ACOTE) and who provides supervision of an occupational therapy student's fieldwork experience at the Agency. Such an Agency occupational therapist, when functioning as a FWE under this Agreement, shall implement each student's clinical education plan at the direction of a faculty member responsible for the course in which the student is enrolled. Any FWE who provides supervision to the students shall agree to and abide by the following:

- (i) Supervise no more than two (2) students at any one time and design the student's fieldwork experience, at the direction of the faculty, in a manner consistent with the objectives of the course;

- (ii) Meet required qualifications in accordance with 4755 of the Ohio Revised Code and ACOTE standards, and provide a representative of the Institution's MOT program with their OT license number and qualifications on a form provided by Institution, so that the Institution may verify the currency and validity of the FWE's license and assure that the FWE's credentials qualifications meet the requirements.
- (iii) Directly supervise the student, communicate regularly with the faculty overseeing the student's experience, and contribute to the student's clinical evaluation by assessing the student's achievement of the course's objectives;
- (iv) Assure that circumstances are such that he or she may adequately supervise the practice of the student or students, and may modify the student's assignment to assure client/patient safety.

e. The Institution's participating students and faculty shall document appropriate training concerning applicable OSHA and HIPAA requirements. Students and faculty members shall meet the Agency's requirements related to finger printing, criminal background checks, drug testing and health assessment, prior to beginning the students' planned educational experience at the Agency's facility.

f. The Institution will provide the Agency with an annual announcement or description of the MOT Program objectives to be achieved by the Agency and the fieldwork schedule of the Institution.

g. The Agency will be responsible for providing only emergency care, if needed, for any participating student who becomes ill or injured while working at the Agency's facilities. The cost for such emergency care will be the responsibility of the student.

h. At all times during the clinical program, all students, employees, agents and independent contractors of, or parties affiliated in any manner with, the Institution must function under the direction of his/her Agency overseer, and must follow the Agency's policies and procedures in the care of client/patients.

i. The parties to this Agreement will comply with applicable state and federal non-discrimination laws and will not discriminate against any individual on the basis of age, ancestry, color, disability, genetic information, gender identity or expression, military or veteran status, national origin, political affiliation, pregnancy, race, religion, sexual orientation, or socioeconomic status. Instances of discrimination or harassment made by or against the Institution's employees or students may be reported to the Institution's Director of Equity, Compliance, and Risk Management at (740)826-8116 or titleix@muskingum.edu.

j. The Agency will be familiar with the Institution's Gender-Based and Sexual Misconduct Policy, which can be viewed at Muskingum.edu/TitleIX. In addition, the Institution may provide training on the policy. Alleged policy violations by the Agency will be investigated using the procedures set forth in the Gender-Based and Sexual Misconduct Policy. Notwithstanding any other provision of this agreement, the Agency's violation of the Gender-Based and Sexual Misconduct Policy will be deemed a material breach of this contract.

8. Communication and Cooperative Relationships:

- a. In matters of major policy, such as determination of guidelines and limitations on functions of students, the official channel of communication shall be between the Chair and Director of the Institution's MOT Program and the Agency's Director of Occupational Therapy or designee.
- b. In matters of student scheduling and clinical experience, the official channel of communication shall be between the Institution's authorized faculty member or members and the Agency's Director of Occupational Therapy or designee.
- c. Joint meetings will be scheduled between the MOT AFWC and the designated Agency director as deemed necessary.
- d. The Agency will provide the Institution's participating faculty and students conference rooms as available, and library privileges.
- e. The parties agree to a mutually beneficial sharing of materials and programs related to the functions of each.

9. Term:

- a. Subject to subsection 9(b), this Agreement will be effective for two (2) years from 2020 to 2022 with automatic renewal unless terminated by mutual consent. If the Agency elects not to renew this Agreement, it will provide the Institution with at least one year advance written notice of such intent not to renew.
- b. Either party may terminate this Agreement in the event of a material breach of its provisions by the other party. In the event one party believes the other is in such material breach status, it shall give that party advance written notice of such assertion and 30-days in which to appropriately cure the alleged breach. As a contract-based therapy provider, the Agency provides therapy services for its customers at its customer's locations. As a result, if a business relationship is terminated between the Agency and its customer where an Institution's student held a clinical internship assignment, the Clinical Fieldwork Coordinator shall work with the Institution and the Institution's faculty to find an appropriate alternative placement location upon availability.

10. Records:

a. The Institution shall maintain all educational records and reports relating to the program(s) and education completed by the students at the Agency. The Agency shall have custody and control of all medical records and charts contained in client/patient files and neither the Institution nor the students may remove or copy such records except pursuant to a specific request in writing with respect to and from the client/patient to whom the records pertain or his/her legal representative, or with written permission of the Agency.

b. The identity of client/patients, the nature of procedures or services provided to client/patients and information included in the client/patient's medical records shall be kept confidential in accordance with applicable law, including without limitation all Health Information Portability and Accountability Act of 1996 (HIPAA) requirements, and shall not be disclosed by the Institution's students other than for use in direct client/patient care by authorized personnel during the client/patient's current or future Agency admissions pursuant to written authorization from the client/patient or his/her legal representative, or as necessary to determine and fulfill the obligations of the parties to this Agreement, or as may be required by law.

c. In the event that it is determined that section 952 of the Omnibus Reconciliation Act of 1980 (P.L. 964-99), and regulations adopted pursuant thereto, apply to this contract, the Institution agrees, for a period of four (4) years after performance, to make available to the Secretary of Health and Human Services or the Comptroller General of the United States, or any of their duly authorized representatives, upon written request therefor, this contract, and its books, documents and records necessary to certify the nature and extent of the costs thereof.

11. Amendments:

This Agreement may be amended at any time by mutual agreement of the parties. Any such amendment shall be in writing and signed by the parties.

12. Binding Effect:

This Agreement shall inure to the benefit of the parties and their respective successors and assigns. Neither party may assign its rights or obligations under this Agreement to any other person or entity without the prior written consent of the other party.

13. Headings:

The headings at the beginning of the various sections of this Agreement are merely an aid to locating relevant material and shall be ignored in construing this Agreement. This Agreement shall be deemed to have been drafted jointly by the parties and ambiguities, if any, shall not be construed against either party.

14. Waiver:

A party's waiver of any rights under any provision of this Agreement in connection with any incident or event shall not be deemed a waiver of that party's right to require compliance in regard to any future like incidents or events, nor a waiver of such party's rights with respect to requiring compliance with respect to any other provision of this Agreement.

15. Governing Law:

This Agreement shall be governed by and construed under the laws of the State of Ohio. Any litigation arising out of or relating to this Agreement or the performance shall be brought only in an appropriate court of this State.

In Witness Whereof, the duly authorized representatives of the respective parties have executed this Agreement on the dates shown below, at Muskingum County, Ohio.

MID-OHIO EDUCATIONAL SERVICE CENTER

Kevin Kimmel, Superintendent

Date

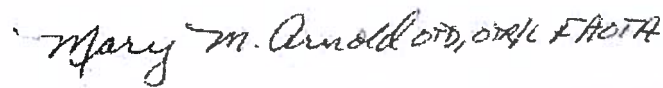
MUSKINGUM UNIVERSITY



Philip E. Laube, VP for Finance & Operations

11/2/2020

Date



Mary M. Arnold OTD, OTR/L, FAOTA
Director of Muskingum University MOT Program

11/2/20

Date

