



College of Professional Studies
School of Allied Health

**Occupational Therapy Assistant
Masters of Occupational Therapy**

**Kinesiology
Rehabilitation Services**

CONTRACT BETWEEN
WESTERN NEW MEXICO UNIVERSITY
THROUGH
COLLEGE OF PROFESSIONAL STUDIES;
SCHOOL OF ALLIED HEALTH
AND

Amphitheatre School District
701 West Wetmore Road
Tucson, AZ 85704

This contract, hereinafter called the "Agreement," is made this 4th day of August, 2016 by and between Western New Mexico University through the School of Health Sciences and the Allied Health Department, hereafter called the "College," and Amphitheater School District hereinafter called the "Facility."

WHEREAS, the College offers associate's and master's programs in occupational therapy, and

WHEREAS, supervised fieldwork experience is required as an integral component of the occupational therapy curriculum, and

WHEREAS, the College desires the cooperation of Facility in the development and implementation of the fieldwork experience phase of the College's occupational therapy curriculum, and

WHEREAS, the Facility recognizes its professional responsibility, and the benefit to it, in participating in the education of occupational therapy students, and

WHEREAS, the Facility desires to make its facilities and certain personnel available to occupational therapy students of the College for the development and implementation of fieldwork experience for occupational therapy.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, the College and the Facility agree as follows.

The College and the Facility mutually agree:

1. to establish the educational objectives for the fieldwork experience, devise methods for their implementation, and continually evaluate to determine the effectiveness of the fieldwork experience.
2. to assure that no person will, on the grounds of race, color, creed, national origin, sex, age or handicap, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in performance of this Agreement.
3. that students participating in the Affiliation Program are members of the Facility's "workforce," as that term is defined under the Health Insurance Portability and Accountability Act ("HIPAA") Privacy Rules at 45 C.F.R. 160.103. ("Workforce" means employees, volunteers, trainees, and other persons whose conduct, in the performance of work for a covered entity, is under the direct control of such entity, whether or not they are paid by the covered entity.) As members of Facility's workforce for purposes of HIPAA, students participating in the Affiliation Program will be subject to the Facility's HIPAA policies and procedures.
4. that notwithstanding Paragraph 3 of this agreement, participating students are enrolled in the program for educational purposes and are not to be construed as agents or employees of the Facility or the College under this agreement. No retirement, paid leave, bonding, use of Facility or College vehicles, insurance, or other employee benefits from the Facility or College shall accrue to the students as a result of this Agreement.
5. that neither College nor students are "Business Associates" of the Facility as that term is defined under HIPAA at 45 C.F.R 160.163.
6. that, at the discretion of the Facility, the Facility will allow the students to participate in continuing education programs conducted for the Facility staff, including any training provided by the Facility on HIPAA compliance.
7. that the Facility at all times will retain responsibility for the care of its patients. Neither College faculty nor students will be expected to replace Facility staff in the conduct of the Facility's activities.
8. that this Agreement shall cover Fieldwork Level One observations and Level Two affiliations.
9. that, as between the parties, each party will be responsible for liability arising from personal injury or damage to persons or property occasioned by its own agents or employees in the performance of this Agreement, subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act (Section 41-4-1 et seq. NMSA 1978), and any amendment thereto.
10. that students are sent to and accepted by the Facility for clinical fieldwork on a case by case basis. Facility has the right to refuse any Student BEFORE they are sent, due to a lack of Facility staff to properly supervise the Student.

The College agrees:

1. to provide an educational curriculum to occupational therapy students in compliance with the educational standards established by the American Occupational Therapy Association.

2. to establish and maintain ongoing communication with the Fieldwork Supervisor of the Facility ("Fieldwork Supervisor") on matters pertinent to the clinical fieldwork required for an occupational therapy education. Such communication may include, but not be limited to, the standards for the evaluation of students, a description of the curriculum, relevant course outlines, policies, faculty, and major changes in this information.

3. that the Facility has the right to terminate any student whose health or performance is a detriment to patient well-being or the achievement of the stated objectives of the fieldwork experience after notifying the College and, if practical in the Facility's discretion, allowing a reasonable time to cure the student's performance problems.

4. to notify the Fieldwork Supervisor and the Facility at a time mutually agreed upon, of its planned schedule of student assignment, including the name of the student, level of academic preparation, and length and dates of fieldwork experience.

5. to refer to the Facility only those students who have satisfactorily completed the prerequisite didactic portion of the curriculum that is applicable to the Facility.

6. to inform the student of the Facility's requirements for acceptance.

7. to advise the assigned student of the responsibility for complying with the existing pertinent rules and regulations of the Facility.

8. to provide professional liability coverage for its students in accordance with the provisions of the New Mexico Tort Claims Act. The College is insured for professional liability covering its employees and students in accordance with the provisions of the New Mexico Tort Claims Act. The College agrees that all claims arising out of or relating to acts or omissions to act of one or more of its students will be made and tendered to the New Mexico State Risk Management Division by College. Notwithstanding anything to the contrary set forth in this Agreement, nothing in this Agreement shall be construed as waiving or otherwise affecting College's sovereign immunity or any other limitations or protections under the Tort Claims Act or any other law, or for creating any right of action against the College or any of its officers, employees, or servants for any activities insured pursuant to this section.

9. to supply the Fieldwork Supervisor with appropriate forms to be used in evaluating the performance of the assigned student.

10. to have the student provide prior to the commencement of the student assignment such information as may reasonably be required by the Facility, including a valid Arizona state issued fingerprint clearance card.

11. to forward to the Facility the name, health status report, the evidence of coverage or noncoverage of health, worker's compensation and/or liability protection of each student enrolled in the program at least four (4) weeks before the commencement of each student's Clinical Education placement.

12. to assure that all participating students and faculty have been instructed in and will observe the importance of and requirements of maintaining confidentiality of all patient information.

13. to retain responsibility of personal and career guidance and counseling for its students.

The Facility agrees:

1. to designate as Fieldwork Supervisor the staff member who will be responsible for the Planning, implementation, and supervision of the fieldwork experience, and evaluation of the students. The staff member so designated shall meet the criteria established by The American Occupational Therapy Association for supervising students. The Facility shall permit students to perform services only when under the supervision of a registered, licensed, or certified clinician/professional on Facility's staff. Students are to be regarded as trainees, not employees, and are not to replace Facility's staff.
2. to provide the Fieldwork Supervisor with time to plan and implement the fieldwork experience including, when feasible, time to attend relevant meetings and conferences.
3. to provide the physical facilities and equipment reasonably necessary to conduct the fieldwork experience.
4. to have available a written description of the fieldwork experience being offered.
5. to advise the College of any changes in its personnel, operation, or policies that may affect fieldwork experience.
6. to determine the number of students that can be accommodated during a given period of time.
7. to provide the assigned student, whenever possible, with use of library facilities and reasonable study and storage space.
8. to provide the assigned student with access to the Facility's existing pertinent rules and regulations with which the student is expected to comply, including the Facility's Policies and Procedures relating to the student's responsibilities under HIPAA.
9. to make emergency health care reasonably available for the assigned student. The student will otherwise be responsible for his or her health care.
10. to maintain complete records and reports on each student's performance and to evaluate the performance of the assigned student on a regular basis using the evaluation form developed by the American Occupational Therapy Association and supplied by the College. The completed evaluation will be forwarded to the college within one (1) week following conclusion of the student's fieldwork experience.
11. to advise the College periodically, and not later than the mid-point of a student's fieldwork experience, of any serious deficit noted in the ability of the assigned student to progress toward achievement of the stated objectives of the fieldwork experience. It will then be the mutual responsibilities of the assigned student, the Fieldwork Supervisor and the College's Fieldwork Coordinator to devise a plan by which the student may be assisted to achieve the stated objectives.
12. to allow on-site visits at the Facility by the College's occupational therapy department representatives upon reasonable notice.

13. to support continuing education and professional growth and development of those staff who are responsible for student supervision.

Miscellaneous terms:

1. This Agreement shall be effective when executed by both parties for a period of one year and will be automatically renewed annually and reviewed every five (5) years unless otherwise indicated by one of the parties.

2. Nothing in this Agreement will be construed as establishing a partnership, joint venture or similar relationship between the Facility and the College, and nothing in this Agreement will be construed to authorize either party to act as agent for the other.

3. This Agreement may be revised or modified only by written amendment signed both parties.

4. Either party may terminate this Agreement upon 90 days' written notice for any or no reason and with or without cause provided, however, that any student currently doing fieldwork at the Facility will be allowed to complete his or her term at the request of the College, subject to all other terms and conditions in this Agreement.

5. This Agreement is subject to periodic review as determined between the Facility and the College.

6. Any written notice/communication provided for, required, or permitted herein will be addressed to the following:

Amphitheater School District
701 West Wetmore Road
Tucson, AZ 85704

Dr. Steve Duley
Executive Director Student Services
520-696-5233

Western New Mexico University
PO Box 680
Silver City, New Mexico 88061

Darin Finch, BA, COTA/L
Academic Fieldwork Coordinator
575-538-6351

7. The Facility shall not assign or transfer any interest in this Agreement without the prior approval of College.

8. The Facility shall be subject to the confidentiality provisions of the Family Educational Rights and Privacy Act, (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) with respect to any individualized student information considered to be student educational records.

9. The heading of the paragraphs of this Agreement are inserted solely for convenience of reference and are not a part of or intended to govern, limit or aid in the construction of any terms or provisions herein.

10. This Agreement may be executed in multiple counterparts which, when assembled, shall constitute an executed original.

11. Each party represents and warrants that it has full power and authority to enter into this Agreement on the terms contained herein, and that each person signing below has been duly authorized by such party to execute this Agreement and to bind such party to all of its terms, provisions, and conditions.

12. Nothing in this Agreement, express or implied is intended to confer any rights, remedies, claims or interest upon a person not a party to this Agreement.

13. If any provision of this Agreement shall be held invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect the remainder of this Agreement.

SIGNATURE PAGE TO FOLLOW

FOR THE COLLEGE

Dr. Joseph Shepard President

By _____
Brenda K. Findley
Vice President of Business Affairs

By _____
Darin Finch,
Academic Fieldwork Coordinator

DATED _____

FOR THE FACILITY

By _____
Patrick Nelson, Superintendent

By _____
Dr. Steve Duley
Executive Director Student Services

DATED _____