



**PACIFIC UNIVERSITY  
OCCUPATIONAL THERAPY EDUCATIONAL AGREEMENT**

This agreement is entered into by and between \_\_\_\_\_, a\_\_\_\_, with its principal place of business situated at \_\_\_\_\_ ("Facility") and PACIFIC UNIVERSITY, an Oregon nonprofit corporation, with its principal place of business situated at 2043 College Way, Forest Grove, OR 97116 (hereinafter "University").

In order to establish their respective rights, covenants, and obligations in connection with University's use of Facility as an educational facility for its occupational therapy students, the parties agree as follows:

**I. RESPONSIBILITY OF THE UNIVERSITY**

A. The University will designate a coordinator for the students' educational experiences who shall maintain on-going communication with the Facility.

B. The University will establish objectives for the experience, responsibilities of the students, and provide this and other information regarding the curriculum to the Facility.

C. The University will schedule students for these experiences in collaboration with the Facility and shall follow accepted nondiscriminatory practices. The University shall schedule only those students who have successfully completed all pre-requisites.

D. University agrees to inform all students and faculty of the importance of complying with all relevant state and federal confidentiality laws, including the Health Insurance Portability and Accountability Act of 10996 (HIPAA), to the extent applicable. In addition, University agrees to provide students and faculty with training in the requirements of the privacy and security provisions of HIPAA and to advise them of the importance of complying with Facility policies and procedures relative to HIPAA.

**II. RESPONSIBILITY OF THE STUDENT (All students must assume the following responsibilities in order to participate in the designated Facility educational experience.)**

- A. University students will abide by all rules and regulations of the Facility during their educational experiences.
- B. University students will ensure that they have completed any health screening and/or immunization required by the Facility and will provide, upon request, appropriate documentation. ( Appendix A: Oregon Health Authority Guidelines)
- C. University students will assume full responsibility for their health status and will assume costs for any emergency health care incurred while performing her/his duties.
- D. University will ensure current student status for standards established under Oregon Administrative Rules 409-030-0100 to 409-030-0250 as set forth in Attachment A to this Agreement. Students will provide appropriate documentation, upon request, to the Facility.
- E. Students may be required to conduct data-based research in the application of evidence based clinical practice and as part of their educational course work. The data collected for the purpose of education will not be published or presented in any form that identifies the patients or references the facility, without written consent. Students may not remove Protected Health Information from the facility premises in the course of working in their projects.
- F. Students will comply with Health Insurance Portability Act of 1996 (HIPAA) at all times.

### III. RESPONSIBILITY OF THE FACILITY

- A. The Facility will provide a planned, supervised program by qualified and competent personnel ("fieldwork educators"). Facility verifies that the fieldwork educators who participate in training of the student while at the Facility are active staff members in good standing at the Facility and meet the minimum ACOTE requirements of at least one year of clinical experience. Facility on-site supervisors agree to assess the students' performance and complete any evaluation reports provided by the University.
- B. The Facility will provide the University and the student with documentation regarding the educational experience requirements, site specific objectives, expectations, and general information regarding the Facility.
- D. The Facility will notify the University in the event of difficulties in resolving issues related to the student's educational experiences.
- E. The Facility reserves for itself the right to remove immediately any University student who engages in unethical behavior, endangers a patient, or refuses to comply with requests of the facility supervisory staff. Facility will immediately notify University of such action.

F. Facility shall conduct an orientation for the students on the administrative policies and procedures of the Facility and assure the students have the necessary clinical privileges to work at the clinical site, as appropriate.

G. The Facility will in all cases have responsibility for the services provided by the Facility. Student participation at the Facility is regarded primarily as an educational experience; therefore, students may not be an employee of the Facility during their educational experience.

(i) Solely for the purpose of defining the students' role in relation to the use and disclosure of Facility's protected health information, participating University students are defined as members of Facility's workforce, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this agreement.

(ii) Despite University student classification as non-employees of Facility, Facility agrees that participating students shall be entitled to pursue recourse and relief for claims of harassment, including sexual harassment. Facility shall provide University's students with copies of its harassment grievance policies and procedures.

H. Facility agrees to abide by the limitations on re-disclosure of personally identifiable information from education records set forth in The Family Educational Rights and Privacy Act ("FERPA") [34 CFR § 99.33 (a)(2) ] and with the terms set forth below. 34 CFR 99.33 (a)(2) states that the officers, employees and agents of a party that receives education record information from the University may use the information, but only for the purposes for which the disclosure was made.

(i) Definition: Covered data and information (CDI) includes paper and electronic student education record information supplied by the University, as well as any data provided by the University's students to Facility.

(ii) Acknowledgment of Access to CDI: Facility acknowledges that this Agreement may allow Facility access to CDI.

(iii) Prohibition on Unauthorized Use or Disclosure of CDI: Facility agrees not to use CDI for any purpose other than the purpose for which the disclosure was made. Facility agrees to hold CDI in strict confidence. Facility shall not use or disclose CDI received from or on behalf of the University (or its students) except as permitted or required by this Agreement, as required by law, or as otherwise authorized in writing by the University (or its affected students).

(iv) Facility shall defend and hold University harmless from all claims, liabilities, damages, or judgments involving a third party, including University's costs and attorney fees, which arise as a result of Facility's failure to meet any of its obligations under this section III.G of this Agreement including all subsections.

#### IV. COMPENSATION

Neither party shall compensate the other nor demand compensation from the other for the performance of its obligations under this Agreement, nor shall the Facility be required to compensate the students or the University for any benefits it may receive from the students' participation in the program.

#### V. INSURANCE AND INDEMNIFICATION

A. Each party shall obtain and maintain its own insurance, including but not limited to professional liability, general liability insurance with coverage limits in minimum amounts of one million dollars ( \$1,000,000) per occurrence, and three million dollars (\$3,000,000) annual aggregate. University's insurance will cover the University, its Trustees, agents, employees and its students for professional liability resulting from their acts and/or omissions while University's students are engaged in their educational experience with Facility. Each party shall provide the other party to this Agreement with a current certificate of insurance upon request. Failure to provide and maintain insurance as required under this section shall be considered a material breach of this Agreement and will entitle the non-breaching party to terminate the Agreement upon notice to the breaching party.

B. Facility shall indemnify and hold harmless the University, its directors, officers, employees, agents, students, representatives, successors, assigns and subcontractors against all actions, all losses, damages, costs and expenses including but not limited to attorney's fees resulting in directly or indirectly as a result of the negligence, tortious or unintentional act or acts of omission of Facility and/or its directors, officers, employees, agents, representatives, successors, assigns, and subcontractors in connection with its/their obligations under this Agreement.

C. University shall indemnify and hold harmless Facility, its directors, officers, employees, agents, representatives, successors, assigns and subcontractors against all actions, all losses, damages, costs and expenses including but not limited to attorney's fees resulting in directly or indirectly as a result of negligence, tortious or unintentional act or acts of omission of the University and/or its Trustees, officers, employees, agents, representatives, successors, assigns, and subcontractors in connection with its/their obligations under this Agreement. University's liability and duty to indemnify Facility and hold Facility harmless for the negligent or wrongful acts, errors or omissions of University's students shall be limited to coverage offered by Pacific University's policies of insurance as required under this Agreement.

#### VI. TERM AND TERMINATION

This Agreement shall be effective from 06/01/2014 through 05/31/2017  
(date) (date)

Should issues arise that cause either party to consider terminating this Agreement before the end of the term, both parties agree to try to reach a mutually acceptable resolution to the problem. If such a resolution cannot be achieved, the party desiring to terminate the

agreement will give 30 days' written notice. Termination shall not, however, take effect with respect to any University students who are currently participating in the Facility's educational program in good standing, who shall be permitted to complete their educational experience for any quarter/trimester/semester in which termination would otherwise occur.

## VII. NOTICES

Any notices to be given by either party shall be in writing, and shall be deemed given when placed in the United States Mail, postage prepaid, registered or certified mail, return receipt requested, addressed, as follows:

**For Pacific University:**

Vice Provost and Executive Dean  
College of Health Professions  
190 SE 8<sup>th</sup> Ave.  
Hillsboro, OR 97123

**With copy to:**

Program Director  
Pacific University School of Occupational Therapy  
190 SE 8th Ave  
Hillsboro, OR 97123  
Phone: 503-352-7344

**For Facility:**

## VIII. MISCELLANEOUS

A. This agreement constitutes the entire agreement between the parties, and supersedes any other agreements, whether written, oral or otherwise, between them regarding the same subject matter. This Agreement may not be modified nor may any of its terms be waived, including this paragraph, except in writing executed by both parties.

B. This Agreement may not be assigned, except with the written consent of the other party.

C. With respect to this Agreement, University and Facility agree not to discriminate on the basis of sex, physical or mental disability, race, color, national origin, sexual orientation, age, religious preference or disabled veteran or Vietnam Era status in admission and access to, or treatment in employment, educational programs or activities as required by Title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, Title VII of the Civil Rights Act of 1964, the Age Discrimination Act, the Americans with Disabilities Act of 1990, or any other classification protected under state or federal law, or city ordinance.

D. Facility and University agree to provide a mutually respectful clinical experience among medical professionals, students and staff.

E. Schedules and work assignments developed for the training of University's students will not interfere with the primary mission of the Facility.

F. Facility and the University are Covered Entities (University is a Hybrid Entity whose business activities include both covered and non-covered functions; and has properly designated its health care components as covered functions) required to preserve the confidentiality, privacy and security of patient information and medical records including but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act, Title XIII of Division A of the American Recovery and Reinvestment Act of 2009 ("HITECH Act"), and the regulations promulgated thereunder, including the Final Omnibus Rule published January 25, 2013 by the Department of Health and Human Services, including the Privacy Rule and the Security Rule (45 CFR Parts 160 and 164), collectively referred to herein as "HIPAA"; and laws and regulations relating to Medicare, Medicaid, and similar government programs.

G. Facility and University agree that the provisions of this Agreement shall be construed in accordance with the laws of the State of Oregon. If a claim is brought in a federal forum, then it shall be brought and conducted in the United States District Court for the State of Oregon.

I have read this Agreement including any Attachments. I certify that I have the authority to sign and enter into this Agreement. I understand the Agreement and agree to be bound by its terms. THIS AGREEMENT IS NOT VALID UNTIL ALL SIGNATORY APPROVALS ARE COMPLETED.

FACILITY

PACIFIC UNIVERSITY

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE:

TITLE: John White, PhD, OTR/L  
Program Director  
School of Occupational Therapy  
Phone: 503-352-7344

## Appendix A

### List of Administrative Requirements:

For additional information, documentation requirements, and exceptions please see Oregon Administrative Rules 409-030-0100 to 409-030-0250.

### Immunizations:

Evidence requires documented receipt of vaccine or documented immunity via titer or valid history of disease, or a record from the Oregon ALERT Immunization Information System. Per CDC guidelines.

- ✓ *Required* Hepatitis B (Hep B)
- ✓ *Required* Measles, mumps and rubella (MMR)
- ✓ *Required* Tetanus, diphtheria, pertussis (Tdap)
- ✓ *Required* Varicella
- ✓ *Recommended* Polio
- ✓ *Recommended* Influenza (seasonal flu)

### Screenings:

- ✓ Tuberculosis (TB)
  - Facility choice of skin test or IGRA Blood test in accordance with CDC guidelines
- ✓ Substance Abuse
  - 10-panel drug screen, which must include screens for the following eight substances: Amphetamines, including methamphetamines; Barbiturates; Benzodiazepines; Cocaine; Marijuana; Methadone; Opiates; Phencyclidine.
- ✓ Criminal Background Check:
  - Must include Social Security Number trace, state/national criminal background history, sex offender registry check, and OIG LEIE check.

### Trainings:

- ✓ CPR/Basic Life Support (BLS) for healthcare providers. It is recommended that trainings comply with the American Heart Association standard
- ✓ Bloodborne Pathogen training (OSHA)
- ✓ OSHA-recommended safety guidelines, including the following. Schools must verify student familiarity or exposure to topics:
  - Fire and electrical safety;
  - Personal protective equipment;
  - Hazard communications; and
  - Infection prevention practices
- ✓ *Site-specific* privacy and confidentiality practices. Will occur at EACH facility.
- ✓ *Site-specific* orientation and on-boarding. For example, facility-specific protocols for safety, security, standards of behavior, etc. Will occur at EACH facility.

### Insurance and Liability Coverage:

Students or health profession programs must demonstrate that students have:

- ✓ Professional liability insurance coverage and general liability insurance coverage, or
- ✓ A combined policy that includes professional and general liability coverage.

The coverage must remain in place for the entire duration of each placement. The health profession program may offer coverage for students through a self-insurance program or the student may obtain coverage individually. It is also recommended but not required that the student obtain some form of health insurance coverage.