

Agreement of Understanding

Between

**Bay Path University
588 Longmeadow Street
Longmeadow, MA 01106**

And

**Union County Educational Services Commission
45 Cardinal Drive
Westfield, New Jersey 07090**

This Agreement of Understanding is entered into on **February 13, 2024** between Bay Path University, (hereinafter "University"), and, Union County Educational Services Commission (hereinafter "Facility"), for the purpose of providing a Fieldwork education experience for Occupational Therapy students at Bay Path University. This Agreement of Understanding includes both Level I Fieldwork (an introductory experience to occupational therapy and normal human occupations) and Level II Fieldwork (an internship that trains the student to the level of an entry-level therapist).

A. University and Facility mutually agree:

1. To establish the educational objectives for the fieldwork experience, devise methods for their implementation, and regularly evaluate these objectives to determine the effectiveness of the fieldwork experience.
2. Both mutually agree to comply with all laws prohibiting discrimination in employment or education.
3. To determine the number of students to be assigned to the Facility and dates for the clinical fieldwork experience. The University will share the program's fieldwork objectives to provide a general guideline for expectations. Student assignments and learning objectives will be selected in accordance with the particular experience and the opportunities available at the Facility.
4. To collaborate to resolve conflicts and problems with students. The Facility will initiate contact with the University when concerns arise. The Facility reserves the right to withdraw from the clinical education assignment any student whose performance is unsatisfactory, who fails to meet the policies and procedures of the Facility or whose health status is a detriment to the student's successful completion of the fieldwork experience. Such withdrawal must be in writing and contain a statement

of facts describing the student's conduct and performance to the Academic Fieldwork Coordinator at the University.

B. The University agrees:

1. To assume responsibility for assuring continuing compliance with the educational standards established by the Accreditation Council for Occupational Therapy Education.
2. To establish and maintain ongoing communication with the Fieldwork Supervisor of the Facility on items pertinent to the education of occupational therapy students. Communication may include, but not be limited to, providing current curriculum, course descriptions, and academic and fieldwork policies. Ongoing telephone contact will be maintained and on-site visits will be arranged when feasible.
3. To confirm with the Fieldwork Supervisor of the Facility the student's name, length and dates of fieldwork experience, and the personal data form completed by the student.
4. To refer to the Facility only those students who have satisfactorily completed the academic portion of the curriculum.
5. To provide the Facility with standard evaluation forms for the student's evaluation and the student's evaluation of the Facility.
6. To educate the assigned student of the responsibility for complying with pertinent rules and regulations of the Facility including, but not limited to, rules of confidentiality.
7. To provide professional liability insurance for the student during the fieldwork experience. The limits of the coverage for the student will be \$1,000,000 per occurrence, up to \$3,000,000 aggregate for the policy period. The University agrees to provide the Facility a copy of the Certificate of Insurance showing said coverage.
8. To provide the Facility with documentation that determines that the student meets the health record requirements of the Facility. Documentation will be provided for measles (Rubeola), German Measles (Rubella), mumps, and chicken pox (Varicella), Hepatitis B, tetanus, diphtheria, influenza, and the results of a tuberculosis test at the request of the Facility.
9. To provide the Facility documentation that the student is currently trained in American Red Cross or American Heart Association Basic Life Support (CPR) and OSHA Bloodborne Pathogens training.

10. To provide the Facility documentation that the student has completed a criminal background check.

C. The Facility agrees:

1. To designate as Fieldwork Supervisor the staff member who will be responsible for the planning and implementation of the fieldwork experience
2. That the student supervisor must meet state regulations and have a minimum of one year of practice experience.
3. To ensure that supervision provides protection of consumers and opportunities for appropriate role modeling of occupational therapy practice. Initially, supervision should be direct, then decrease to less direct supervision as is appropriate for the setting, the severity of client's condition, and the ability of the student. The fieldwork experience would include an orientation of the facility and its safety procedures.
4. That for Level II Fieldwork experience in a setting where there is no occupational therapist on site, the Facility must document that there is a plan for the provision of occupational therapy services. On-site supervision must be provided in accordance with the plan and state credentialing requirements. The student must receive a minimum of ten hours of occupational therapy supervision per week, including direct observation of client interaction. Additionally, the occupational therapy supervisor must be readily available for communication and consultation during work hours.
5. That for Level I fieldwork experience qualified personnel include, but are Not limited to, occupational therapy practitioners initially certified, psychologists, physician assistants, teachers, social workers, nurses, and physical therapists. The goal of Level I Fieldwork is to introduce students to the fieldwork experience, and develop a basic comfort level with an understanding of the needs of clients through directed observation and participation in selected aspects of the occupational therapy process. The focus of these experiences is not intended to be independent performance.
6. To reserve the right to restrict activities required to provide the services herein to only those persons without criminal conviction. A criminal history background check may be required of the student and the Facility will notify the University of this requirement at least four weeks prior to the start of fieldwork.

7. To advise the University of any changes in its personnel, operation, or policies which may affect the fieldwork experience.
8. To provide the assigned student, whenever possible, with the use of library facilities, and study and storage space.
9. To arrange for any emergency care as required if the student becomes ill while completing the fieldwork experience. The student will be responsible for any charges thus generated. The University will be notified of the student's status.
10. To evaluate the performance of the assigned student on an ongoing basis, to discuss progress, and provide a formal midterm and final evaluation. The completed final evaluation will be forwarded to the University within two (2) weeks following conclusion of the student's fieldwork experience. To advise the University, at least by midterm, of any serious deficit noted in the ability of the assigned student to progress toward achievement of the stated fieldwork objectives.
11. To not charge the student tuition or any other fees associated with the fieldwork assignment.
12. To not be responsible for the social security, unemployment, or Worker's Compensation for the student, as the student is not, under any circumstances, employee, agent, or independent contractor of the Facility.

D. Terms of Agreement:

This Agreement automatically renews for a maximum of 5 one-year periods thereafter, unless terminated in writing by either party.

This Agreement or renewal may be amended or terminated at the option of either party upon ninety (90) days written notice, one to the other, delivered by certified return receipt.

INDEMNIFICATION

University shall indemnify and hold Facility, its directors, employees, officers, managers, agents, and contractors harmless from and against any and all claims, losses, settlements, judgments, damages, liabilities, costs and expenses, including reasonable attorney's fees, that are caused by or arise out of any fault, omission, negligence or other misconduct by University, its students, directors, employees, officers, managers, agents and contractors in connection with the services provided under this Agreement.

The Facility shall indemnify and hold University, its students, directors, employees, officers, managers, agents, and contractors harmless from and against any and all claims, losses, settlements, judgments, damages, liabilities,

costs and expenses, including reasonable attorney's fees, that are caused by or arise out of any fault, omission, negligence, or other misconduct by the Facility, its directors, employees, officers, managers, agents and other contractors in connection with the services provided under this Agreement.

COMPLIANCE WITH LAWS/HIPAA

The parties will comply with all applicable rules and regulations of all governmental, regulatory and accreditation authorities, including all applicable patient privacy and security regulations set forth in the Health Insurance Portability and Accountability Act (HIPAA). At such time as it is required by law, the parties will enter into a business associate agreement in whatever form(s) deemed appropriate by each of the parties to comply with the requirements of the regulations addressing the privacy and security of individually identifiable patient health information.

E. Notices

Communication to the University
will be as follows:

Academic Fieldwork
Coordinator
Bay Path University
588 Longmeadow Street
Longmeadow, MA 01106

Communication to the Facility
will be as follows:

Union County Educational
Services Commission
45 Cardinal Drive
Westfield, New Jersey 07090

The signatures below attest to agreement to abide by the described practices.

Amanda Lizotte, Director of Clinical
Education, Bay Path University

Date

Administrator
Union County Educational Services
Commission

Michael Giampietro, Senior Vice President
Financial and Administrative Services,
Bay Path University

Date

Date