

OCCUPATIONAL THERAPY ASSISTANT PROGRAM STUDENT PRACTICUM AGREEMENT

This Occupational Therapy Assistant Student Practicum Agreement (**“Agreement”**) between the **College of Western Idaho (“CWI” or “College”)**, a state of Idaho public institution of higher education; and **Caldwell School District (“Facility”)**; a training facility located at 1502 Fillmore Street, Caldwell, ID 83605; and is made for the purpose of training CWI Occupational Therapy Assistant Students (“Students”) and providing them with a supervised practicum experience (“Practicum”).

CWI maintains an **Occupational Therapy Assistant program (“Program”)** for the education and training of students as occupational therapy assistants. As part of its Program, CWI seeks to establish a relationship with Facility where Students will be provided a Practicum as part of their Program.

Facility has determined that assisting in the education and training of Students in the Program is consistent with and furthers its purpose of providing and improving healthcare and education in the community. Facility agrees to cooperate with CWI in providing Students with Practicum opportunities at its Facility as set forth in this Agreement.

1. DESCRIPTION OF DUTIES

This Agreement defines the responsibilities of the Facility, CWI and the Students in the Program during the Practicum. The Program covers concepts and information required for Students to successfully participate in a Practicum related to occupational therapy assistant duties in a hospital or clinic site.

It is specifically understood and agreed that the CWI instructors and students, while participating in a Practicum, are not employees of the Facility nor substitutes taking the place of regular employees of the Facility. Furthermore, Students are not and shall not be entitled to be covered by the Worker's Compensation coverage provided by the Facility for its employees; nor are Students eligible for any monetary compensation for any services rendered to Facility as part of the Practicum.

1.1 FACILITY DUTIES

- a. Facility shall provide CWI and Student with written policy and procedures that apply to Students during Practicum.
- b. Facility shall meet with a designated CWI Program coordinator to clarify objectives, orientation, requirements, and other relevant items for optimal learning experiences for Students.
- c. Facility shall provide appropriate instruction and supervision to Students during Practicum.
- d. Facility shall ensure that a Facility employee that is a licensed or certified medical professional (“Facility Supervisor”) will directly supervise Students.
- e. Facility shall provide CWI with required Practicum paperwork regarding Student performance.
- f. Facility shall orient Student in Emergency, Infection Control, and Hazardous Waste Protocol at Facility.
- g. Facility shall provide training for the Student in accordance with the Program learning objectives.
- h. Facility shall work with CWI instructor to ensure that Student receive appropriate functions and expanded duties.
- i. Facility shall evaluate Student performance using the evaluation tools provided by Program.
- j. Facility shall verify hours completed by Student during Practicum.
- k. Facility understands that this is an educational experience and Students are not to take place of employees at Facility.

1.2 CWI DUTIES

- a. CWI shall select and assign Student to Practicum and provide notification to Facility of Student skills obtained prior to Practicum.
- b. CWI shall provide documentation that Student has met any vaccination requirements, background screening requirements, and drug screening requirements established by Facility prior to Student participating in Practicum upon request.
- c. CWI shall provide Reasonable evidence that Student has received appropriate training concerning the Health Insurance Portability and Accountability (“HIPAA”) regarding protection of patient health information.
- d. CWI shall ensure a Program instructor will provide support and evaluate the Student in coordination with the course requirements during Practicum.
- e. CWI shall inform Students of pertinent rules at Facility and consequence if rules are violated by Student.
- f. CWI shall maintain records and reports on Student Practicum experience while at Facility.

1.3 STUDENT DUTIES

- a. CWI shall ensure Students review a description of Practicum and policy and procedures manual of the Facility.
- b. CWI shall inform Student they are required to report to a Facility Supervisor at the beginning of each Practicum experience to receive their assignment and again at the end of each shift for verification of hours and skills performed during Practicum.
- c. CWI shall inform Student that they are required to notify Facility Supervisor if Student is unable to attend a scheduled rotation during Practicum.
- d. CWI shall inform Students they are required to treat as confidential any patient information that becomes available to them by virtue of their assignments in the Facility subject to HIPAA and applicable state regulations.
- e. CWI shall require Students to wear their CWI approved uniform during Practicum, including safety glasses and utility gloves.
- f. CWI shall require Students to complete a time sheet recording Practicum hours completed and shall have an appropriate Facility employee sign the time sheet. Students are required to make up any day that is missed and will arrange that with the office outside of their regular clinical hours.

2. CONTACTS/NOTICES

CWI and Agency will each designate an organization representative for the daily administration of this agreement.

CWI: **Missy Rytting – MS 5200**
College of Western Idaho
P.O. Box 3010
Nampa, ID 83653
Office: 208-562-2705
missyrytting@cw.edu

Facility: Caldwell School District

Attn: Julie Mead, Special Education Director
1502 Fillmore Street
Caldwell, ID 83605
208-455-3300
jmead@caldwellschools.org

3. TERM AND TERMINATION

The term of this Agreement shall be for a three (3) year period from (Starting Date), 2024, through (Ending Date), 2027, and shall be reviewed and evaluated annually. Parties may terminate this Agreement with thirty (30) days prior written notice to the other Party.

4. GOVERNING LAW

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Idaho. Any action to enforce the provisions of this Agreement shall be brought in the federal or district courts of Idaho.

5. COMPLIANCE WITH LAWS

Parties will comply with all requirements of federal, state, and local laws and regulations applicable to the services pursuant to this Agreement. Parties agree to comply with Section 601, Title VI, Civil Rights Act of 1964; Americans with Disabilities Act of 1990; Section 504 of the Rehabilitation Act of 1973; and Title IX of the Education Amendments of 1972. Parties agree to not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations. The Parties shall comply with pertinent amendments to such laws made during the term of the Agreement and with all federal and state rules and regulations implementing such laws. Facility certifies it is not owned or operated by the Government of China and it will not be owned or operated by the Government of China for the Term of this Agreement pursuant to Idaho Code 67-2359.

6. FERPA COMPLIANCE

The privacy of student record information is protected under the federal Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. section 1232g. For the purposes of this Agreement, Facility is a "school official" as defined at 34 CFR 99.31(a)(1) for purposes of receiving education records from CWI related to the student's performance at Facility under this Agreement. Facility agrees to maintain that information contained in education pursuant to FERPA regulations and agrees not to disclose that information except as permitted by FERPA regulations.

7. HIPAA COMPLIANCE

To the extent required by the federal regulations promulgated pursuant to the Health Insurance Portability and Accountability Act, Public Law No. 104-191 ("HIPAA"), as such regulations may be amended or interpreted from time to time, CWI does hereby assure Facility that it will appropriately safeguard protected health information ("PHI") disclosed to CWI pursuant to this Agreement. Without limiting the obligations of

CWI otherwise set forth in this Agreement or imposed by applicable law, CWI agrees to comply with applicable requirements of law relating to PHI and with respect to any task or other activity CWI performs on the behalf of Facility specifically CWI shall:

- a. Not use or further disclose PHI other than as permitted or required by this Agreement or as required by law;
- b. Use appropriate safeguards to prevent use or disclosure of PHI other than as provided by this Agreement;
- c. Report to Facility any use or disclosure of PHI not provided for by this Agreement of which School becomes aware;
- d. Ensure that student is trained and aware of all Facility HIPAA policies and the policies regarding PHI;
- e. Make available PHI in accordance with applicable law;
- f. Upon request, CWI will provide internal practices, books, and records relating to the use and disclosure of PHI to the Secretary of the United States Health & Human Services for purposes of determining CWI's compliance with applicable law (in all events, CWI shall immediately notify Facility upon receipt by CWI of any such request and shall provide Agency with copies of any such materials);
- g. Make available the information required to provide an accounting of disclosures pursuant to applicable law, and
- h. At termination of this Agreement, return or destroy all PHI that CWI still maintains in any form and retain no copies of PHI.

8. INSURANCE

CWI shall maintain general liability insurance with limits not less than two million dollars (\$2,000,000) per occurrence. CWI shall maintain professional liability insurance coverage for students and employees participating in the supervised student practicum with limits not less than one million dollars (\$1,000,000) for each occurrence and three million dollars (\$3,000,000) in the aggregate. Any claim against CWI is subject to any limits imposed pursuant to the Idaho Tort Claims Act. Facility shall maintain general liability insurance with limits not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate.

Upon reasonable request by either party, proof of insurance shall be made available to the requesting party. Parties will provide thirty (30) days written notice of any cancellation, non-renewal or material changes to their insurance coverage.

9. INDEMNIFICATION

Each party to this Agreement will be responsible for the negligent acts or omissions of its employees, officers, or agents in the performance of this agreement. Neither party will be considered the agent of the other nor do parties assume the responsibility to the other party for the acts or omissions of a third party not part of this agreement.

10. MODIFICATION OF AGREEMENT

The Services provided under this Agreement may be modified through mutual consent of the Parties. All modifications must be incorporated by a written amendments to this Agreement signed by both Parties.

11. SEVERABILITY

If one or more of the provisions contained in this Agreement shall, for any reason, be determined by a court of competent jurisdiction to be invalid, illegal, unconscionable, or unenforceable, such provision(s) shall be severed from the Agreement and the remainder of the Agreement shall be given effect by the Parties as if such provision(s) had never been part of the Agreement.

12. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties, and supersedes all other agreements and understandings, written and oral, between the Parties with respect to the subject matter hereof. There are no oral or other agreements existing between the Parties relative to the subject matter hereof that are not expressly set forth or referenced herein.

13. SIGNATURES

The below Signatories represent and warrant to the other that the execution and delivery of the Agreement and the performance of each Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on each Party and enforceable in accordance with its terms. This Agreement is effective only if signed by both Parties.

College of Western Idaho:

Denise Aberle-Cannata
Provost

Date

Facility: (Affiliate Site Name)

Signature

Date

Name: _____

Title: _____