

FACILITY DOCTORAL CAPSTONE AGREEMENT

THIS AGREEMENT is entered into by and between **BELMONT UNIVERSITY**, Nashville, TN, hereinafter referred to as the “University”, and **Davidson County Recovery Court**, hereinafter referred to as the “Facility”.

WHEREAS, the University has a curriculum in occupational therapy of which professional education under an Individualized Learning Plan is a required and integral component for each occupational therapy student;

WHEREAS, the University desires to provide occupational therapy students the opportunity for an experiential component (the “Doctoral Capstone”) related to each student’s Individualized Learning Plan at the Facility; and

WHEREAS, the Facility has the expertise to provide supervision of occupational therapy students (“Students”), recognizes its professional responsibility to participate in the education of occupational therapy Students, and agrees to follow each Student’s Supervision Plan as stated in their Individualized Learning Plan;

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, the parties agree as follows:

The University agrees to:

1. Assume responsibility for assuring continued compliance with the educational standards of the appropriate accreditation bodies.
2. Communicate with the Facility, through the School of Occupational Therapy’s Doctoral Capstone Coordinator, on all items pertinent to the Doctoral Capstone.
3. Notify the Facility of the planned schedule of a Student’s assignment, including the length and dates of the Doctoral Capstone.
4. Inform the Student of any special requirements of Facility acceptance, i.e., citizenship, health status, interview, etc.
5. Send to the Facility only those Students who
 - a) have satisfactorily completed the prerequisite didactic portion of the curriculum;
 - b) with or without reasonable accommodation, are qualified to participate in the Doctoral Capstone; c) have passed all health examinations required to confirm that their participation in the Doctoral Capstone will not constitute a direct threat to the health or safety of themselves or others; and
 - d) have been informed that they are responsible for all costs and expenses they incur for medical treatment which results from their participation in the Doctoral Capstone.
6. Advise each Student of the responsibility of complying with the AOTA Code of Ethics and the existing pertinent rules and regulations of the Facility.
7. Assure that each Student possesses appropriate health and professional liability insurance.
8. Supply the facility with copies of forms used by the University in evaluating the performance of the Students.
9. Have each Student provide, prior to the commencement of the Student’s Individualized Learning Plan, such confidential information as may be required by the Facility or deemed necessary for education and guidance of the Student.
10. Respect the confidential nature of all information that the Students have access to, including but not limited to patients’ personal health information provided to them orally, contained in patient records or maintained on the Facility’s electronic information system.
11. Advise each Student of the importance of complying with all relevant state and federal confidentiality laws, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA), to the extent applicable. The University agrees to provide each Student with training in the requirements of the privacy and security provisions of HIPAA and to advise

them of the importance of complying with the Facility's policies and procedures relative to HIPAA.

The Facility agrees to:

1. Maintain standards for appropriate health care or other services that are conducive to quality professional educational experiences for occupational therapy Students.
2. Designate a contact who will be responsible for accepting Students for professional educational experiences at Facility as Facility's schedule and resources allow.
3. Designate a staff member who will be responsible for assisting each Student with scheduling classroom observations.
4. Provide the physical facilities or mentored practice setting to conduct the Student's Individualized Learning Plan.
5. Provide an orientation for each Student to the Facility, including relevant policies and procedures.
6. Advise the University of any changes in its personnel, operation, or policies that may affect Students' professional experience.
7. Provide Students and faculty with training regarding Facility's policies and procedures relative to HIPAA. Solely for the purpose of defining the Students' role in relation to the use and disclosure of Facility's protected health information, the Students are defined as members of the Facility's workforce, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this MOU and any applicable Clinical Affiliation Agreement. However, the Students are not and shall not be considered to be employees of the Facility. Facility acknowledges that Students may use patients' personal health information for educational purposes at Facility and at Belmont. To the extent practicable, all information used for such purposes shall be appropriately de-identified so as to remove all data that may be used to connect such information back to the patient to whom it relates.
8. Not to discriminate against any employee or Student on the basis of race, color, national origin, sex, age, disability or military service.
9. Maintain the confidentiality of Student educational records in accord with the Family Educational Rights and Privacy Act.
10. Advise the University of any serious deficit noted in the ability of any Student to progress toward achievement of the stated learning objectives of the Doctoral Capstone and to assist the University and the Student in attempting to correct such deficiencies.
11. Have the right to terminate a Student's access to the Facility if the Student's health or performance is a risk to Facility patients.

General Terms of Agreement:

1. This agreement shall be effective when executed by both parties and approved by the Metropolitan Council for a period of three years and will automatically be renewed for additional one year periods unless cancelled by either party upon 90 days written notice. The maximum term of this agreement shall be sixty months.
2. This agreement may be revised or modified by signed written amendment when both parties agree to such amendment.
3. The University shall procure and maintain for Faculty and Students, a policy of professional liability insurance with a single limit of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate per annum, and a policy of general liability insurance with a single limit of not less than One Million Dollars (\$1,000,000) per occurrence. A certificate of insurance confirming professional liability coverage will be supplied to the Facility upon request.
4. The University hereby indemnifies and holds Facility harmless from and against any and all liability, losses, damages, claims, causes of action, costs or expenses (including reasonable

attorney's fees), which directly or indirectly arise out of performance hereunder by University, its students or employees.

IN WITNESS WHEREOF the parties hereto have caused this AGREEMENT to be executed by their duly authorized representatives commencing **January 1, 2023**.

Facility:

Davidson County Recovery Court
1406 County Hospital Rd.
Nashville TN 37218

Belmont University:

Belmont University
1900 Belmont Boulevard
Nashville, TN 37212



DocuSigned by:
By Janet Hobson 08-22-2022 | 2:46 PM CDT
Signature & Date

Printed Name: Janet Hobson

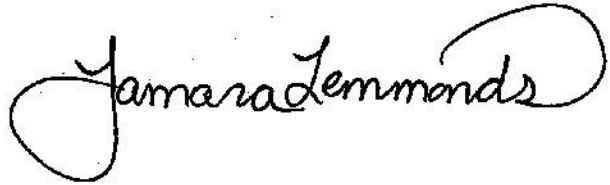
Title: Director

Sue Iliff, PhD, OTR/L
Assistant Professor, Doctoral Capstone
Coordinator
School of Occupational Therapy

By: _____
Signature & Date

Printed Name: _____

Title: _____



Tamara Lemmonds, EdD, OTR/L
Program Chair
School of Occupational Therapy

By: _____
Signature & Date

Printed Name: _____

Title: _____

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
SIGNATURE PAGE

APPROVED AS TO AVAILABILITY OF FUNDS:

Kelly flannery
Director
Department of Finance

Date

APPROVED AS TO INSURANCE
REQUIREMENTS:

Balogun Cobb
Director of Insurance
Metropolitan Government

August 23, 2022
Date

APPROVED AS TO FORM AND LEGALITY:

Cynthia E. Dross
Assistant Metropolitan Attorney

August 23, 2022
Date

FILED IN THE OFFICE OF THE
METROPOLITAN CLERK:

Metropolitan Clerk

Date