

Ordinance No. BL2020 - 202

An ordinance approving an agreement between the Metropolitan Government of Nashville and Davidson County, acting by and through the Department of Parks and Recreation (“Parks”), and Belmont University to allow occupational therapy students the opportunity to participate in experiential learning.

WHEREAS, the Department of Parks and Recreation (“Parks”) has offered a supervised recreation program for individuals with intellectual and developmental disabilities for more than 40 years; and,

WHEREAS, Belmont University has a curriculum in occupational therapy and desires to provide occupational therapy students the opportunity for an experiential learning component; and,

WHEREAS, Parks desires to participate in the Facility Doctoral Capstone Agreement (the “Agreement”) attached hereto and incorporated herein as Exhibit 1; and,

WHEREAS, approval of the Agreement is in the best interest of the citizens of Davidson County.

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

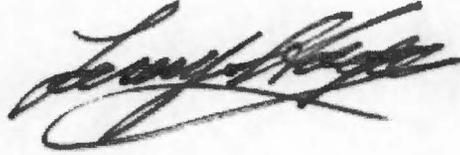
Section 1. That the Facility Doctoral Capstone Agreement between the Metropolitan Government of Nashville and Davidson County and Belmont University, attached hereto as Exhibit 1, is hereby approved.

Section 2. That any amendment to the Agreement shall be approved by resolution of the Metropolitan Council receiving at least twenty-one (21) affirmative votes.

Section 3. This ordinance shall take effect from and after its passage, the welfare of the Metropolitan Government of Nashville and Davidson County requiring it.

Electronic Signature Page

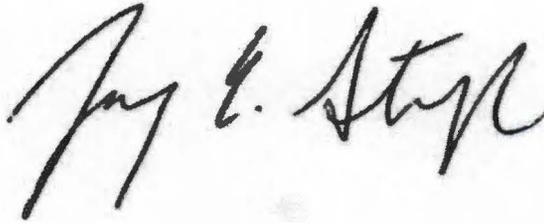
(Attach to Legislation Pursuant to Rule 8 of the Council Rules of Procedure)

A handwritten signature in black ink, appearing to read "Larry Hagar", written in a cursive style.

Larry Hagar
Councilmember, District 11

Electronic Signature Page

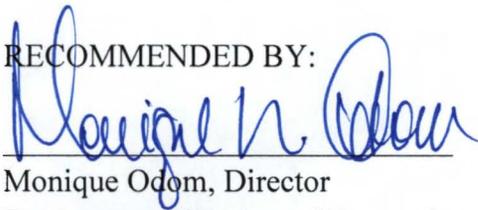
(Attach to Legislation Pursuant to Rule 8 of the Council Rules of Procedure)

A handwritten signature in black ink, appearing to read "Joy L. Styles". The signature is written in a cursive, flowing style.

Joy Styles

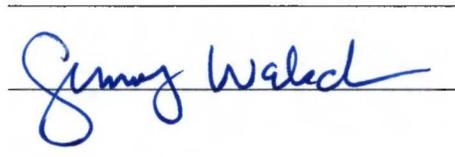
Council Member, District 32

RECOMMENDED BY:



Monique Odom, Director
Department of Parks and Recreation

INTRODUCED BY:



Member(s) of Council

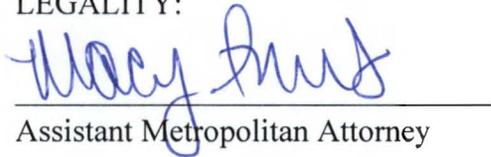
APPROVED AS TO AVAILABILITY
OF FUNDS:



Kevin Crumbo, Director
Department of Finance



APPROVED AS TO FORM AND
LEGALITY:



Assistant Metropolitan Attorney

FACILITY DOCTORAL CAPSTONE AGREEMENT

THIS AGREEMENT is entered into by and between **BELMONT UNIVERSITY**, Nashville, TN, hereinafter referred to as the “University”, and the Metro Government of Nashville and Davidson County by and through the Department of Parks and Recreation, hereinafter referred to as the “Facility”.

WHEREAS, the University has a curriculum in occupational therapy of which Student’s Individualized Learning Plan is a required and integral component;

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 an occupational therapy student (the “Student”) and recognizes its professional responsibility to participate in the education of area students;

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 the 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 the 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 the 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 student.
9. Have the 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 Student has access to, including but not limited to personal health information provided to them orally, contained in records or maintained on the Facility’s electronic information system, if any.
11. Advise the 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 the 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, if any.

The Facility agrees to:

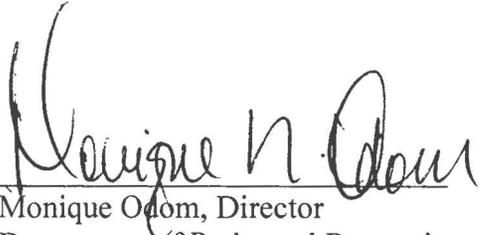
1. Maintain standards of professionalism that are conducive to quality Facility educational experiences for occupational therapy students.
2. Provide the physical facilities to conduct the Student's Individualized Learning Plan.
3. Provide an orientation for the student to the Facility, including relevant policies and procedures.
4. Advise the University of any changes in its personnel, operation, or policies that may affect students' Facility experience.
5. Provide students and faculty with training regarding Facility's policies and procedures relative to HIPAA, if any. Solely for the purpose of defining the students' role in relation to the use and disclosure of 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 Affiliation Agreement. However, the students are not and shall not be considered to be employees of the Facility. Facility acknowledges that students may use 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 individual to whom it relates.
6. Not to discriminate against any employee or Student on the basis of race, color, national origin, sex, age, disability or military service.
7. Maintain the confidentiality of student records in accord with the Family Educational Rights and Privacy Act and the Tennessee Open Records Act.
8. Advise the University of any serious deficit noted in the ability of the 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.
9. Have the right to terminate a Student's access to the Facility if the Student's health or performance is a risk to Facility employees or guests.

General Terms of Agreement:

1. This agreement shall be effective when executed by both parties and approved by the Metropolitan Council. It is valid for a period of five years.
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. A certificate of insurance confirming professional liability coverage will be supplied to the Facility upon request.
4. Each party is responsible for all acts or omissions of itself and its employees and agents. No party agrees to indemnify the other for such acts and omissions. This provision shall not constitute a waiver of any right to indemnification, contribution, subrogation, or other remedy to the extent not prohibited by law.

IN WITNESS WHEREOF the parties hereto have caused this AGREEMENT to be executed by their duly authorized representatives commencing _____.

Facility:



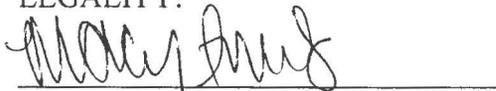
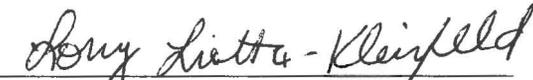
Monique Odom, Director
Department of Parks and Recreation
APPROVED AS TO AVAILABILITY
OF FUNDS:


Kevin Crumbo, Director
Department of Finance

Belmont University:

Belmont University
1900 Belmont Boulevard
Nashville, TN 37212

APPROVED AS TO FORM AND
LEGALITY:


Assistant Metropolitan Attorney
Sue Iliff, PhD, OTR/L
Assistant Professor, Doctoral Capstone
Coordinator
School of Occupational Therapy
Lorry Lotta-Kleinfeld, EdD, OTR/L, BCP
Program Chair
School of Occupational Therapy