



**{INSERT DATE}**

**{INSERT FACILITY NAME AND ADDRESS}**(the “Facility”)

**DEAR {INSERT NAME}**

This letter (“Clinical Affiliation Agreement”) is to confirm the supervised clinical experience to be conducted at the Facility for students in the Rutgers Biomedical and Health Sciences SHRP Occupational Therapy Assistant (OTA) Program.

The number of students, their dates and hours will be scheduled in agreement with you or your designee and Occupational Therapy Assistant (OTA) Program.

I. **STUDENT OBJECTIVES:** The Student’s objectives for the clinical experience are to:

**Level I Fieldwork – A, B, C**

1. Assist in gathering client data and developing the occupational profile and occupational therapy intervention plan.
2. Observe and describe factors that support and/or hinder client’s occupational performance and participation.
3. Assist the occupational therapy professional in providing occupational therapy interventions.
4. Demonstrate professionalism during all aspects of the fieldwork including interaction with clients, supervisor(s) and team members.

**Level II Fieldwork**

1. Gather information regarding the client’s needs and priorities to develop a client-centered intervention plan in collaboration with the occupational therapist.
2. Select and implement interventions to support participation in areas of occupation.
3. Produce clear and understandable documentation according to the requirements of the facility, federal and state laws, regulatory and payer requirements, and AOTA documents.

4. Demonstrate professional standards and responsibilities to promote quality in practice.

II. **RESPONSIBILITY OF THE PARTIES:**

- A. The Facility shall provide clinical instruction and supervision of Students by personnel qualified in Occupational Therapy who meet the standards of recognized professional accrediting agencies or state agencies and the stated objectives of the University. Designated Facility personnel and the University's Program faculty shall jointly plan and evaluate the clinical experience.
- B. The University and the Facility do not consider Students an employee of the Facility, but a student in the clinical education or independent study phase of his/her professional education.
- C. The Facility shall assume the responsibility for giving notice to patients and, where necessary, to the patient's parents or guardian of participation by Students in the teaching program and for obtaining any necessary consent for treatment from the patient and, where necessary, from the patient's parents or guardian.

III. **INSURANCE:**

- A. Rutgers, The State University of New Jersey shall provide for professional and general liability coverage of Students performing activities under the terms of this Agreement. Coverage will provide for limits of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate, provided through a Program of Self-Insurance, pursuant to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 *et seq.*
- B. Nothing stated in this letter shall be construed to imply indemnification of any party by the University.
- C. The Facility shall provide for professional and general liability insurance coverage of its employees, staff and agents subject to limits of liability of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate and, also, shall provide Rutgers with a confirming certificate of insurance naming Rutgers as certificate holder.

IV. **COMPLIANCE STATEMENT:**

- A. Each party certifies that it shall not violate the federal anti-kickback statute, set forth at 42 U.S.C. §1320a-7b (b) ("Anti-Kickback Statute"), or the federal prohibition against physician self-referrals, set forth at 42 U.S.C. § 1395nn ("Stark Law"), with respect to the performance of its obligations under this letter.
- B. The Facility acknowledges that it has reviewed RBHS's Code of Conduct and RBHS's Stark Law and Anti-Kickback Statute Policies and Procedures. RBHS's Code of

Conduct is available at: <http://rbhs.rutgers.edu/complweb/code/conduct.pdf>. RBHS's Stark Law and Anti-Kickback Statute Policies and Procedures are available at the following web addresses:

<http://policies.rutgers.edu/10021-currentpdf>

<http://policies.rutgers.edu/10024-currentpdf> and,

<http://policies.rutgers.edu/10023-currentpdf>

- C. Each party shall ensure that its individuals providing service under this letter who meet the definition of "Covered Person," as such term is defined in the "Corporate Integrity Memorandum of Understanding between the Office of Inspector General of the Department of Health and Human Services ("OIG") and the University of Medicine and Dentistry of New Jersey" dated September 25, 2009, as amended by a letter agreement dated May 1, 2013 between the OIG and Rutgers, available at: [https://ethics.umdj.edu/mtrxprod/documents/CIA\\_agree\\_RU\\_UMDNJ.pdf](https://ethics.umdj.edu/mtrxprod/documents/CIA_agree_RU_UMDNJ.pdf) shall comply with RBHS's Compliance Program, including the training related to the Anti-Kickback Statute and the Stark Law.

If these terms are agreeable to you, please sign and return the enclosed original and three copies to me.

Sincerely yours,

Julie O'Sullivan Maillet, Ph.D., RD  
Interim Dean

**{NAME OF FACILITY ADMINISTRATOR}**

**{NAME OF SITE SUPERVISOR, IF APPLICABLE}**

**{NAME OF PROGRAM DIRECTOR}**

\_\_\_\_\_  
Steven Andreassen  
Chief of Staff, Rutgers-SHRP  
Date: \_\_\_\_\_

## TUITION CONTRACT AGREEMENT

AGREEMENT dated this 1<sup>st</sup> day of July, between the *Randolph Twp* Board of Education, in the County of *Morris* and the State of New Jersey (*hereinafter referred to as the "SENDING DISTRICT"*) and the Morris County Vocational School District Board of Education, in the County of Morris and the State of New Jersey (*hereinafter referred to as the "RECEIVING DISTRICT"*).

### WITNESSETH

*NOW, THEREFORE, in consideration of the covenants herein contained, the parties agree as follows:*

1. The SENDING DISTRICT agrees to purchase educational services from the RECEIVING DISTRICT. The RECEIVING DISTRICT agrees to provide educational services to the SENDING DISTRICT in accordance with the applicable New Jersey Statutes and the rules and regulations of the State Board of Education. The Specific educational services available are listed in 1a. below.
  - a. Morris County Vocational School District educational services available are:

Denville Campus (FT & PT) (Including Visual & Performing Arts Academy)  
Law & Public Safety Academy (FT)  
Math, Science and Engineering Academy (FT)  
See the attached list of students by program
2. This AGREEMENT shall be in effect for the 2014-2015 school year. The educational services shall commence on September 4, 2014 and terminate on June 20, 2015.
3. Tuition charges, as part of this AGREEMENT, as well as the payment of same shall be made in accordance with the applicable New Jersey Statutes and the rules and regulations of the State Board of Education.
4. The SENDING DISTRICT agrees to pay by October 1<sup>st</sup>, 20% of its estimated tuition based on the per pupil tuition charge as listed below and the anticipated September enrollments. Subsequent monthly invoices will reflect prior month actual adjustments. Those invoices will be due and payable as of the first of each succeeding month.

	<u>Regular Education</u>	<u>Special Education</u>
Full-time Student	\$9,484	\$10,231
Part-time Student	\$4,743	\$ 5,114

- a. In the event that it is later determined that the tentative tuition charge was greater than the "actual cost per pupil" as certified by the commissioner multiplied by the actual daily enrollment received and/or the applicable non-resident fee charge was greater than the actual non-resident fee, the RECEIVING DISTRICT will return the excess amount to the SENDING DISTRICT no later than the end of the second school year following this contract year. The RECEIVING DISTRICT has the option to pay such excess amount or to credit such excess amount to the SENDING DISTRICT.

- b. In the event that it is later determined that the tentative tuition charge was less than the "actual cost per pupil" as certified by the commissioner multiplied by the actual average daily enrollment received and/or the applicable non-resident fee charged was less than the actual non-resident fee, the RECEIVING DISTRICT will charge the SENDING DISTRICT no later than the end of the second school year following the contract year the amount owed as follows:

CHECK ONE ONLY

- All of the amount owed.  
 None of the amount owed.  
 Part of the amount owed as indicated in this space.

The SENDING DISTRICT will pay any amount owed to the RECEIVING DISTRICT in accordance with the following payment schedule: *100% percent of amount owed is due June 2015.*

- c. In the event it becomes necessary for the SENDING DISTRICT to request that the County Superintendent waive the payment schedule in 4b. due to hardship, the SENDING DISTRICT will immediately notify the RECEIVING DISTRICT of such request.
5. In the event any dispute arises out of this AGREEMENT the parties will seek to resolve the dispute as expeditiously as possible. Except as may be set forth herein, the interests of the pupil(s) shall be of the foremost concern in resolving such disputes.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be duly executed as indicated.

\_\_\_\_\_  
PRESIDENT SENDING DISTRICT BOARD OF EDUCATION  
EDUCATION

\_\_\_\_ / \_\_\_\_ / 2014

  
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PRESIDENT RECEIVING DISTRICT BOARD OF

7 / 17 / 2014

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SECRETARY SENDING DISTRICT BOARD OF EDUCATION  
EDUCATION

\_\_\_\_ / \_\_\_\_ / 2014

  
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SECRETARY RECEIVING DISTRICT BOARD OF

7 / 14 / 2014