



**SPECIALIST PROGRAM IN SCHOOL PSYCHOLOGY
INTERNSHIP AFFILIATION AGREEMENT
2012-2013**

This AGREEMENT (the "AGREEMENT") is made the _____ day of _____ 2012, by and between Nova Southeastern University, Inc. on behalf of its Center for Psychological Studies, (the "University") whose address is 3301 College Avenue, Fort Lauderdale, Florida 33314 and Clay County School District, (the "District") whose address is 23 South Green Street, Green Cove Springs, FL 32043.

RECITALS:

- A. WHEREAS, the University has curricula leading to a *Psy.S. in School Psychology*; and
- B. WHEREAS, internship experience is a required and integral component of *school psychology training*; and
- C. WHEREAS, the University desires the cooperation of the District in the development and implementation of the internship experience phase of its *school psychology program*; and
- D. WHEREAS, the District wishes to join the University in the development and implementation of the internship experience for *school psychology interns*.

Now, THEREFORE, in consideration of the mutual covenants set forth herein, the University and the District agree as follows:

I. TERM/TERMINATION

- A. The term of this Agreement shall be for *one year*, commencing on _____ and expiring on _____.
- B. Either party may terminate this Agreement at any time by giving to the other party at least sixty (60) days prior written notice in advance of the termination date. Such termination shall not prevent those interns already participating in the internship experience from completing their assignment at the District. However, the Director of Clinical Training reserves the right to remove any interns from the site at any time that he/she determines their experience is not meeting the training needs of the program and/or the interns. The Director of Clinical Training will make every effort to consult with school administrators, internship site coordinators and supervisors as

well as the intern himself or herself prior to making a decision to remove the intern from the site.

II. COOPERATION

The University and the District shall work together to establish the educational objectives of the internship experience, devise methods for their implementation, and continually evaluate the experience to determine the effectiveness of the internship experience.

III. UNIVERSITY RESPONSIBILITIES

- A. To provide to the District the clinical and training objectives of the program, which must comply with the internship training standards established by the National Association of School Psychologists (“NASP”).
- B. To inform the intern(s) that he/she must comply with the Ethical Principles of the Psychologists of the American Psychological Association (“APA”) and *Code of Conduct of NASP*.
- C. To establish and maintain ongoing communication with the site supervisors of the District, providing materials pertinent to the University’s school psychology program. Such materials may include, but are not limited to, a description of the curriculum, relevant course outlines, a listing of faculty, and relevant policies and procedures.
- D. To refer to the District only those students who have satisfactorily completed the prerequisite didactic portion of the curriculum required for the internship experience.
- E. To inform the intern(s) of any District health requirements provided to the University in writing.
- F. To advise the intern(s) of his/her responsibility for complying with the applicable policies and procedures of the District.
- G. To maintain professional liability insurance for itself and its intern(s) with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate. A certificate of insurance evidencing this coverage shall be furnished to the District prior to the arrival of the first intern at the District.
- H. To promptly notify the District of any cancellation of or reduction in insurance coverage.

IV. DISTRICT RESPONSIBILITIES

- A. To provide to the intern(s) an organized training program characterized by a logical, planned sequence of training opportunities which encompasses a full range of school psychology competencies and domains.
- B. To designate as site supervisor for the intern(s) at the District, a Certified Clinical Educator who is a Nationally Certified School Psychologist (NCSP), State of Florida Department of Education Certified, or State of Florida Licensed School Psychologist employed by the District who will be responsible for the planning, implementation, and supervision of the internship experience. The school psychologist so designated shall abide by the APA Ethical Principles of Psychologists, the *Code of Conduct of the National Association of School Psychologists*, *NASP Standards for Training and Field Placement Programs in School Psychology*. The supervisor or a similarly qualified designee must be at the site during all hours in which the intern(s) is/are present and provide a minimum of 2 face-to face hours of supervision per intern per week, and must be an employee of the District.
- C. To provide the site supervisor with time to plan and implement the internship experience including time to participate in site visits or phone conferences with university supervisors as outlined in the *Field-Based Training Experiences in School Psychology Handbook*.
- D. To provide training to the intern(s) with a diverse population of appropriate cases in a wide range of assessment and intervention techniques.
- E. To notify the University's Director of Clinical Training, the name of whom shall be provided by the University, of the acceptance of each intern along with the period of appointment, terms of compensation, and other terms required by Section 3.5 of *NASP Standards for Training and Field Placement in School Psychology*.
- F. To provide the physical facilities and equipment necessary to conduct the internship experience, including (if required) the opportunity to audiotape students' work for educational purposes. The audiotapes belong to the University and are subject to the use restrictions contained in this paragraph. To allow intern(s) to remove these tapes from the District for the sole purpose of University faculty's use with the intern(s). In so doing, faculty and the intern(s) will be bound by the APA Ethical Principles of Psychologists, the *Code of Conduct of the National Association of School Psychologists*, HIPAA, and Florida law governing confidentiality of patient information. Intern(s) will obtain appropriate informed consent on forms provided by the University, prior to taping and prior to use of these tapes.
- G. To have available a written description of the internship experience being offered.
- H. To advise the University of any changes in personnel, operations, or policies which may affect the internship experience.

- I. To provide the intern(s) with the use of appropriate office and storage space for confidential materials.
- J. To orient the intern(s) to the District and to provide intern(s) with a copy of the District's applicable policies and procedures with which the intern(s) is expected to comply.
- K. To evaluate the performance of the intern(s) on a regular basis using the evaluation form provided by the University. The District shall send the completed evaluations to the University as specified in the *Field-Based Training Experiences in School Psychology Handbook*.
- L. To allow the intern(s) an opportunity to evaluate the internship site at the end of the year.
- M. To advise the University at least by mid-year or earlier upon discovery of any serious deficit noted in the ability of the intern(s) to progress toward achievement of the stated objectives of the internship experience. The intern(s), the District site supervisors, the University faculty supervisor, and the Director of Clinical Training at the University will attempt to devise a plan by which the intern(s) may be assisted in achieving the stated objectives.
- N. To allow representatives of the University accrediting bodies to visit the District.
- O. To support continuing education and professional growth and development of those staff who are responsible for intern supervision, and
- P. To maintain appropriate levels of malpractice and liability insurance for itself and its employees who are supervisors.
- Q. To promptly notify the University of any cancellation or reduction in coverage.
- R. To maintain (i) professional liability insurance for itself and its agents and employees and (ii) commercial general liability insurance in amounts no less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) annual aggregate. Certificates of insurance evidencing these coverages shall be provided to the University prior to the arrival of the first intern at the District to promptly notify the University of any cancellation or reduction in coverage.

IF THE DISTRICT HAS SOVEREIGN IMMUNITY AND DOES NOT CARRY THE STATED INSURANCE, PLEASE MODIFY THIS PROVISION ACCORDINGLY.

V. NON-DISCRIMINATION

The University and the District shall comply with all anti-discrimination laws (including, without limitation, those relating to race, color, religion, sex, national origin, age, disability, and sexual orientation) which may be applicable to their respective activities pursuant to this Agreement.

VI. RELATIONSHIP

The University and the District are independent entities contracting with each other solely for the purpose of carrying out the terms of this Agreement. The University and its students, agents, and employees participating in this program shall not be considered agents, employees or servants of the District for any purpose, nor shall the District and its agents or employees participating in this program be considered agents, employees, or servants of the University for any purpose.

VII. CLIENT CARE

Notwithstanding the mutual cooperation and supervision described above, the District agrees that it, and not the University, holds full authority for the management of client care.

VIII. REMOVAL OF STUDENTS

After providing written notice to the University of the proposed action and reasons therefore, the University shall remove an intern from the program at the District if the intern fails to comply with the District's policies and procedures, and the University and the District cannot arrive at a mutually satisfactory resolution short of removal. The District shall have the right to so remove an intern without furnishing prior notice to the University if the student poses an imminent threat to the health, safety or welfare of the District's employees or clients. In such event, written notice shall be provided to the University promptly after action is taken.

IX. HIPAA/COMPLIANCE

The University agrees to comply with the applicable provisions of the Federal Privacy Rule promulgated by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) as contained in 45 CFR Parts 160 and 164 ("the HIPAA Privacy Rule"). University agrees not to use or disclose any protected health information ("PHI"), as defined in 45 CFR 164.504, other than as permitted by this Agreement and the requirements of the HIPAA Privacy Rule.

University will implement appropriate safeguards to prevent the use or disclosure of PHI other than as provided for by this Agreement. University will promptly report to District any use or disclosure of PHI not provided for by this Agreement or in violation of the HIPAA Privacy Rule of which University becomes aware. If University contracts with any agents to whom University provides PHI, University will include provisions in such agreements whereby the University and agent agree to the same restrictions and conditions that apply to University with respect to uses and disclosures of PHI. University will make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services to the extent required for compliance with the HIPAA Privacy Rule. University may de-identify any and all PHI for educational purposes created or received by the University under this Agreement, provided, however, that the de-identification conforms to the requirements of the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E. To the extent that information has not been de-identified, University will either return or destroy the information. To the extent that it is not feasible to return or destroy the information, University will continue to safeguard the PHI beyond the termination of this contract and not use or disclose the PHI for purposes other than those which make the return or destruction infeasible.

X. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the matters covered herein. All prior discussions, agreements, and understandings, whether verbal or in writing, are hereby merged into this Agreement.

XI. MODIFICATION

This Agreement may be amended, altered, or modified only in a written document signed by both parties.

XII. NOTICE

All notices required or permitted to be given under this Agreement shall be in writing and shall be effective upon (i) personal delivery with a receipt obtained, (ii) receipt if sent by facsimile transmission with a copy of the notice being sent within forty-eight (48) hours thereafter by certified mail, (iii) receipt, refusal of the data marked as uncollected if sent by registered or certified mail, postage prepaid and return receipt requested, or (iv) the earlier receipt or two (2) business days after being deposited with a nationally recognized overnight delivery service (e.g., Federal Express), at the addresses set forth in the preamble or at another address provided by either party to the other pursuant to the provisions of this paragraph.

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the day and year first written above.

UNIVERSITY:

Nova Southeastern University on behalf of its Center for Psychological Studies

By: Karen S. Grosby, Ed.D.

Print Name: Karen S. Grosby, Ed.D.

Title: Dean

Date: 5/22/12

DISTRICT:

By: _____

Print Name: _____

Title: _____

Date: _____

ADDENDUM "A"

The following modifications/additions are hereby incorporated into and made a part of the Specialist Program In School Psychology Internship Affiliation Agreement.

1. To Section III. UNIVERSITY RESPONSIBILITIES, add subsection " I. To require the intern(s), at no cost to the District, to undergo and pass a fingerprint based level 2 background check as required by Florida Statute 1012.465 prior to having any contact with students or entering upon school grounds when students are present."
2. Section IV. DISTRICT RESPONSIBILITIES, subsection R. is amended to read "To maintain (i) a self insurance fund equal to the waiver of sovereign immunity limits set forth in Florida Statute 768.28. and (ii) professional liability insurance for itself and its agents and employees and general commercial liability insurance for any amount for which the District may become liable above the sovereign immunity liability limits and up to a limit of One million dollars (\$1,000,000). Certificates of insurance evidencing these coverages shall be provided to the University prior to the arrival of the first intern at the District and the District shall promptly notify the University of any cancellation or reduction in coverage.
3. The correct contracting name for the district as set forth in the preamble is amended to read "The School Board of Clay County, Florida (the "District")"