

AFFILIATION AGREEMENT

This AFFILIATION AGREEMENT (the “Agreement”) is made and entered into by and between **Nova Southeastern University, Inc.**, whose address is 3301 College Avenue, Fort Lauderdale, Florida 33314 (the “University”) and City of Fort Lauderdale, whose address is 100 North Andrews Avenue, Fort Lauderdale, Florida 33301 (the “Facility”). The University is entering this Agreement on behalf of its College of Psychology.

RECITALS:

WHEREAS, the University has curricula leading to a Ph.D. or Psy.D. degree in psychology; and

WHEREAS, practicum experience is a required and integral component of clinical psychology training; and

WHEREAS, the University desires the cooperation of the Facility in the development and implementation of the practicum experience phase of its clinical psychology program; and

WHEREAS, the Facility wishes to join the University in the development and implementation of the practicum experience for clinical psychology students.

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

I. TERM/TERMINATION

- A. The term of this Agreement shall be for one (1) year, commencing on August 1, 2021 and expiring on July 31, 2022, and thereafter, it shall automatically renew for one (1) year terms unless terminated.
- 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 students already participating in the practicum experience from completing their assignment at the Facility pursuant to the terms and conditions of this Agreement.

II. COOPERATION

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

III. UNIVERSITY RESPONSIBILITIES

- A. Provide to the Facility the clinical and training objectives of the practicum experience.
- Inform students that they must comply with the Ethical Principles of Psychologists and the Code of Conduct of the American Psychological Association.
 - Establish and maintain ongoing communication with the Facility supervisors to students, providing materials pertinent to the University's 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.
 - Notify the Facility of the proposed schedule of student assignments, including, but not limited to, student names, level of academic preparation, and length and dates for the practicum experience.
 - Refer to the Facility only those students who have satisfactorily completed the prerequisite didactic portion of the curriculum required for the practicum experience.
 - Advise assigned students of their responsibility for complying with the applicable policies, procedures and any requirements of the Facility, including, but not limited to, policies and requirements relating to health and background checks.
 - Maintain professional liability insurance for itself and its students with minimum limits of One Million Dollars (\$1,000,000) per claim and Three Million Dollars (\$3,000,000) annual aggregate. Such coverage may be afforded via commercial insurer, captive insurer, self-insurance, or a combination thereof. A certificate of insurance evidencing this coverage shall be furnished to the Facility upon request, with the Facility added as an additional insured. The University agrees to provide the Facility with thirty (30) days prior written notice of any cancellation, reduction or other material change in coverage.
 - The University shall ensure that participating faculty, if any, and students comply with HIPAA in using protected health information and that no patient identifying information shall be disclosed in any manner without additional client consent/authorization. All informed consent and HIPAA authorization forms shall be provided by the Facility and signed and dated by the client. Additionally, any informed consent and/or client consent/authorization forms must be signed by the patient, site supervisor and the student.

IV. FACILITY RESPONSIBILITIES

- V. Provide a written description of the practicum experience being offered.
- VI. Provide to the students an organized, supervised training program characterized by a logical, planned sequence of training opportunities in both assessment and intervention.
- VII. Designate as “site supervisor” at the Facility a doctoral-level psychologist licensed by the State of Florida and employed by the Facility, who will be responsible for the planning, implementation, and supervision of the students during the practicum experience. The site supervisor shall abide by the Ethical Principles of Psychologists and the Code of Conduct of the American Psychological Association regarding the supervision of students. This site supervisor must be at the practicum site for a minimum of twenty (20) hours per week. While students can be supervised by other professionals, a licensed psychologist at the facility must provide a minimum of forty-five (45) minutes per student per week of face to face supervision or its equivalent in group supervision (i.e., 3 students x 45 = 135 minutes). The site supervisor must directly observe (e.g., in-vivo observations, recording reviews, etc.) students engaged in direct service delivery at least once per semester.
- VIII. Provide the site supervisor with time to plan and implement the practicum experience including, when feasible, time to attend relevant meetings and conferences.
- IX. Provide opportunities for students to work with a diverse population of appropriate cases using in a wide range of assessment and intervention techniques.
- X. Notify the University’s Director of Clinical Training in writing of the Facility’s acceptance of each student for practicum experiences.
- XI. Promptly advise the University in writing of any changes in its personnel, operations, policies, insurance, accreditation status, or otherwise, which may affect the practicum experience.
- XII. Provide the assigned student(s) with the use of appropriate office space to see patients and storage space, if necessary, for confidential materials.
- XIII. Ensure and provide student(s) on the third practicum at least five hours per week, upon reasonable acclimation to FLPD and the array of orientation/applied experience for learning (i.e., orientation, trainings, CISD exposures, meetings, assessment and/or intervention, etc.).
- XIV. Ensure student safety by releasing them from all duties at the site during NSU closures due to hurricanes or other local emergencies when informed by the Director of Clinical Training or his/her designee.

- XV. Evaluate the performance of the assigned students on a regular basis by completing practicum evaluations each semester, and timely complete student evaluations using forms or web-based programs provided by the University. The Facility shall ensure that properly completed final evaluations of student performances are received by the University within one (1) week following the conclusion of the practicum experience.
- XVI. Allow students an opportunity to evaluate the practicum site on a yearly basis.
- XVII. Advise the University promptly upon discovery of any serious deficit, whether related to didactic knowledge or behavior, noted in the ability of the assigned student to progress toward achievement of the stated objectives of the practicum experience. Subject to Section V below, with respect to problematic student performance or behavior, the assigned student, the Facility site supervisor, the University faculty supervisor and the Director of Clinical Training agree to work together to devise a plan by which the student may be assisted in achieving the stated objectives.
- Q. Permit faculty of the University and representatives from its accrediting bodies to visit the Facility upon reasonable coordination and subject to the security guidelines of the facility.
- R. Support continuing education and professional growth and development of those staff who are responsible for student supervision.

V. REMOVAL OF STUDENTS

Facility may request the University by written notice to withdraw a student from the program at the Facility when the student's clinical performance is unsatisfactory to Facility, or behavior, in Facility's reasonable discretion, is disruptive or detrimental to the Facility and/or its clients. Upon any such occurrence, the student's participation in the program at the Facility shall immediately cease. Furthermore, the Facility may immediately remove from the Facility's premises any student who poses an imminent threat to the health, safety or welfare of Facility clients or employees, in which event, the Facility shall promptly notify the University of its action and reasons for removing the student.

VI. INDEMNIFICATION

University agrees to indemnify, defend (with counsel reasonable satisfactory to Facility) and hold harmless, all commissioners, officers, employees, agents, and assigns from and against any and all third party claims, losses, damages, costs, expenses, including reasonable attorneys' fees and costs or liabilities (collectively, "Damages") that may result from the negligent acts of University or its students. However, nothing contained herein shall be considered a waiver of the Facility's rights, privileges, or immunities, as defined

in Section 768.28, Florida Statutes. To the extent permitted by law, Facility shall be liable for Damages arising out of or resulting from the negligence or other wrongful acts or omissions of Facility and its employees occurring during the scope of their employment.

VII. NON-DISCRIMINATION

The parties shall not discriminate on the basis of race, national origin, religion, color, sex, sexual orientation, military status, age, disability, or other protected status in selecting students for participation in the training experience at the Facility or in the operation of the clinical program.

VIII. RELATIONSHIP

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

IX. PATIENT CARE

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

X. HIPAA COMPLIANCE

The parties agree to comply with the Health Information Technology for Economic and Clinical Health Act (“HITECH Act”), Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 1320d (“HIPAA”) and any current and future regulations promulgated thereunder, including, without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (“Federal Privacy Regulations”), the federal security standards contained in 45 C.F.R. Part 142 (“Federal Security Regulations”), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as “HIPAA Requirements”. The parties agree not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. Section 164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. Section 1320d), other than as permitted by the HIPAA Requirements and the terms of this Agreement. The parties agree to make their internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations. In addition, the parties agree to comply with any

state laws and regulations that govern or pertain to the confidentiality, privacy, security of, and electronic and transaction code sets pertaining to, information related to patients. The University may de-identify any and all Protected Health Information 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 C.F.R. Part 164, Subparts A and E. 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 C.F.R. 160.103, when engaged in activities pursuant to this Agreement. However, the students are not and shall not be considered to be employees of Facility.

XI. COMPLIANCE WITH FEDERAL PROGRAMS

Each party hereby represents and warrants to the other party that it (i) is not currently excluded, debarred or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. § 1320a-7b(f) ("Federal health care programs"); (ii) is not convicted of a criminal offense related to the provision of healthcare items or services and has not been excluded, debarred, or otherwise declared ineligible to participate in the Federal health care programs; and (iii) is not under investigation or otherwise aware of any circumstances which may result in its being excluded from participation in the Federal health care programs. Each party shall immediately notify the other party of any change in the status of the representation and warranty set forth in this section.

XII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the matters covered herein and supersedes all prior or contemporaneous agreements, discussions, and representations, whether written or oral.

XIII. MODIFICATION

This Agreement may be amended, altered, or modified only by a written instrument executed by the parties.

XIV. NOTICE

All notices required or permitted to be given under this Agreement shall be in writing and shall be effective upon (i) the date of receipt, refusal or as noted as uncollected if sent by prepaid, registered or certified mail, return receipt requested, or (ii) the earlier of receipt or two (2) business days after being deposited with a nationally recognized overnight delivery service (e.g., Federal Express), or (iii) confirmation of receipt by return email, at the below addresses or such other address provided pursuant to the provisions of this paragraph.

As to University: Nova Southeastern University
3301 College Avenue
Fort Lauderdale, FL 33314
Attn: Dean, College of Psychology
Phone: 954-262-5885
Email: grosby@nova.edu

As to Facility: City of Fort Lauderdale
1300 W. Broward Blvd
Fort Lauderdale, FL 33312
Attn: Robert J. Cipriano, Jr. Psy. D.
Phone: 786-831-3117
Email: RCiprianoJR@fortlauderdale.gov

XV. COUNTERPARTS

This Agreement may be executed in counterparts, each of which will be deemed original, but all of which together shall constitute one and the same agreement. Scanned, photocopied and facsimile signatures shall be deemed original signatures.

The parties through their authorized representatives have executed this Agreement effective as of the last date set forth below.

University:

Nova Southeastern University, Inc.
on behalf of its College of Psychology

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

Title: Dean, College of Psychology

Date: _____

Facility:

City of Fort Lauderdale:

By: _____
Christopher J. Lagerbloom Date
City Manager

[Municipal Seal]

ATTEST:

Jeffrey A. Modarelli Date
City Clerk

By: _____
Dean J. Trantalis Date
Mayor

Approved as to Form:

Alain E. Boileau

By: _____
Bradley H. Weissman Date
Assistant City Attorney