

## **MENTAL HEALTH COUNSELING PRACTICUM AND INTERNSHIP AGREEMENT**

THIS PRACTICUM AND INTERNSHIP AGREEMENT (“Agreement”) is made and entered into by and between Nova Southeastern University, Inc. (on behalf of its College of Psychology), whose address is 3301 College Avenue, Fort Lauderdale, Florida 33314 (the “University”), and NORTHWEST FOCAL POINT SENIOR CENTER DISTRICT, whose address is 6009 NW 10<sup>th</sup> Street, MARGATE, Florida 33063 (“Facility”).

### **RECITALS:**

- A. WHEREAS, University has curricula leading to an M.S. in Mental Health Counseling; and
- B. WHEREAS, practicum and internship experience is a required and integral component of mental health counseling training; and
- C. WHEREAS, the University desires the cooperation of the Facility in the development and implementation of the practicum and internship experience phase of its mental health counseling program; and
- D. WHEREAS, the Facility wishes to join the University in the development and implementation of the practicum and internship experience for mental health counseling students.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, 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 September \_\_X\_\_, 2016\_\_, and expiring on September \_\_X\_\_, 2017, and may renew for three additional one (1) year periods, provided that either party may terminate the Agreement at any time by providing sixty (60) days prior written notice to the other party. Furthermore, either party may terminate this Agreement by written notice if the other party is in default hereunder and fails to cure the default within twenty (20) days of receipt of written notice specifying the default.

- B. In the event of termination of this Agreement, such termination shall not prevent those students already participating in the practicum and internship 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 and internship experience, devise methods for their implementation, and continually evaluate the experience to determine the effectiveness of the practicum and internship experience.

## III. **UNIVERSITY RESPONSIBILITIES**

- A. To provide to the Facility the clinical and training objectives and requirements of the practicum and internship program.
- B. To inform students that they must comply with the Ethical Principles of the American Counseling Association and the state of Florida.
- C. To establish and maintain ongoing communication with the site supervisors of the Facility, and to provide the Facility with materials pertinent to the University's mental health counseling 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 notify the Facility of its proposed schedule of student assignments, including but not limited to the students' names, level of academic preparation, and length of and dates for the practicum and internship experience.
- E. To refer to the Facility only those students who have satisfactorily completed the prerequisite didactic portion of the curriculum required for the practicum and internship experience. The University understands that the Facility reserves the option to review students' resumes, interview student applicants for placement, and accept or decline a student's placement with the Facility.
- F. To inform students that they must comply with Facility requirements, such as health, background check, drug screening, and others.
- G. To advise the assigned students of their responsibility for complying with the Facility's applicable policies and procedures.

- H. To 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. The professional liability insurance shall remain continuously in effect (through prior acts coverage in renewal policies, tail coverage or otherwise) during the period of the applicable statute of limitations. A certificate of insurance, and all required endorsements, evidencing this coverage shall be furnished to the Facility prior to the arrival of the first student at the Facility. The University shall provide to the Facility thirty (30) days prior written notice of cancellation, reduction or other material change in such coverage.

#### IV. **FACILITY RESPONSIBILITIES**

- A. To provide students with an organized training program characterized by a logical, planned sequence of training opportunities in both assessment and intervention.
- B. To designate as site supervisor for the students at the Facility, a person who possesses a minimum of a master's level clinician status in mental health counseling, clinical social work, psychology or related field who possesses sufficient experience beyond his/her degree to qualify him/her to fill the role of supervisor. This supervisor will be employed by the Facility and be responsible for the planning, implementation, and supervision of the practicum and internship experience for students. The clinician so designated shall abide by the Ethical Standards of the American Counseling Association or other relevant professional organization regarding the supervision of students. This clinician must be at the practicum and internship site for a minimum of twenty (20) hours per week, and provide a minimum of one (1) hour per student per week of face-to-face supervision.
- C. To provide training to students with a diverse population of appropriate cases in a wide range of assessment and intervention techniques.
- D. To provide the physical facilities necessary to conduct the practicum and internship experience, including appropriate rooms to provide service to clients and secure storage space for confidential notes and other materials. Students will obtain appropriate informed consent from clients on forms provided by the Facility prior to any interventions with Facility's clients.
- E. To have available a written description of the practicum and internship experience being offered.
- F. To advise the University of any changes in its personnel, operations, or policies which may affect the practicum and internship experience.

- G. To determine the number of students that it can accommodate during a given period of time.
- H. To orient the students to the Facility and to provide the students with a copy of (and review with the students) the Facility's applicable policies, procedures, rules and regulations with which the students are expected to comply.
- I. To insure that students receive a minimum of 40 direct service hours (out of a minimum of 150 hour placement) during the practicum semester and a minimum of 240 hours of direct service hours (out of a minimum of 600 hour placement) during the two semester internship experience.
- J. To evaluate the performance of the assigned students on a regular basis using the evaluation forms provided by the University. The Facility's supervisor shall send the completed evaluations to the University within one (1) week following the conclusion of each semester of the student's practicum and internship experience.
- K. To allow students an opportunity to evaluate the practicum and internship site on a yearly basis.
- L. To advise the University at least by mid-term or earlier upon discovery of any serious deficit noted in the ability of the assigned students to progress toward achievement of the stated objectives of the practicum and internship experience. The assigned students, the Facility site supervisors, the University faculty instructor, and the Associate Director of Clinical Training at the University will attempt to devise a plan by which the students may be assisted in achieving the stated objectives.
- M. To allow representatives of the University's accrediting bodies and University faculty to visit the Facility.
- N. To maintain general liability insurance in amounts no less than One Million Dollars (\$1,000,000) per occurrence and annual aggregate and professional liability insurance in amounts no less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate. The professional liability insurance shall remain continuously in effect (through prior acts coverage in renewal policies, tail coverage or otherwise) during the period of the applicable statute of limitations. A certificate of insurance evidencing this coverage shall be furnished by the Facility upon execution of this Agreement and insurance policy renewals. The Facility shall provide to the University thirty (30) days prior written notice of cancellation, reduction or other material change in such coverages.

- O. To ensure student safety, the Facility shall make all reasonable efforts to provide students with a safe learning environment.
- P. To provide or arrange for emergency medical care for students who are injured or become ill while at the Facility, the cost of which shall be borne by the students.
- Q. To maintain in confidence all student information, including but not limited to academic, health, background check and/or drug screen information provided to or obtained by Facility, and in connection therewith to comply with all applicable laws and regulations.

V. **REMOVAL OF STUDENTS**

All parties agree that in the event a conflict or problem arises with respect to a student during a practicum and internship experience, the Facility shall immediately notify University of the concern. In the event a mutually satisfactory resolution short of removal cannot be achieved, the Facility shall have the right to request University to withdraw the student whose work or conduct is not in full accord with the Facility's standards of performance or policies or procedures. Notwithstanding the foregoing, the Facility may remove a student without prior consultation with University if the student poses an immediate threat to the health or safety of Facility's patients or employees, and in any such event the Facility shall promptly provide written notice to University of its action and the reasons for student removal.

VI. **NON-DISCRIMINATION**

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

VII. **RELATIONSHIP**

The University and the Facility 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 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.

#### **VIII. MANAGEMENT AND PROVISION OF 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.

#### **IX. 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 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 45C.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 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 for any purpose whatsoever.

#### **X. ENTIRE AGREEMENT**

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

**XI. MODIFICATION**

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

**XII. GOVERNING LAW, JURISDICTION AND VENUE**

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida. With respect to any action arising out of this Agreement, the parties accept the exclusive jurisdiction of the state courts in Florida, and agree that venue shall lie exclusively in Broward County, Florida.

**XIII. 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, refusal of receipt or the date noted as uncollected if sent by pre-paid certified mail, return receipt requested, or (iii) the earlier of receipt or two (2) business days after deposit with a nationally recognized overnight delivery service (i.e., Federal Express), at the following address or such other address that a party may notify the other pursuant to this Section XIII.

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

As to Facility:                          Northwest Focal Point Senior Center District  
6009 NW 10<sup>th</sup> Street  
Margate, FL 33063  
Phone: 954-973-0300  
Attn.: Karin Diaz, Project Director  
Phone: 954-973-0300

**XIV. SIGNATURES OF THE PARTIES**

An electronic signature of a Party done pursuant to law, or a signature of a Party transmitted by electronic means, shall be deemed as an original signature for purposes of this Agreement.

The parties have executed this Agreement effective as of the later date of the signatures set forth below.

**University:**

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

**By:** \_\_\_\_\_

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

**Title: Dean**

**Date:** \_\_\_\_\_

**Facility:**

**Northwest Focal Point Senior Center  
District**

**By:** \_\_\_\_\_

**Name: Tommy Ruzzano**

**Title: Board Chair**

**Date:** \_\_\_\_\_

**Northwest Focal Point Senior Center  
District**

**By:** \_\_\_\_\_

**Name: Karin Diaz**

**Title: Project Director**

**Date:** \_\_\_\_\_