

Nova Southeastern University
College of Osteopathic Medicine
Master of Public Health Program
Public Health Internship and Field Experience Agreement

The participating parties to this Agreement (the “Agreement”) are Northwest Focal Point Senior Center District, located at 6099 NW 10th Street, Margate, Florida 33063, hereinafter referred to as the “**Agency**” and **Nova Southeastern University, Inc.**, on behalf of its College of Osteopathic Medicine’s, Master of Public Health Program, located at 3200 South University Drive, Fort Lauderdale, Florida, hereinafter referred to as the “**University**”.

The Agency will accept students from the Master of Public Health Program of the University, for supervised internships and/or field experience projects and assignments in accordance with the provisions set forth in this Agreement.

I. GENERAL PROVISIONS OF THIS AGREEMENT

1. The education of the students shall be the primary purpose of the activities covered in this Agreement.
2. For purposes of this Agreement, a Public Health Field Experience shall be defined as University coursework in which the student's educational assignments are designed to provide experience carrying out assigned public health projects and tasks, utilizing resources of the Agency, and to demonstrate a diversified set of competencies characteristic of competent workers in any public health field, with guidance and consent from both the Agency's designee and the University's assigned field experience advisor.
3. It is understood and agreed that the Agency is merely providing access to resources such as facilities, data, clients, instruction, and is providing supervision, and that in so doing there is not created any agency relationship between the University, its employees, faculty or students, and the Agency. Furthermore, there is not any agency or employment relationship established between the Agency, its agents, and the students mentioned above, and the University, its agents or employees. The relationship of the parties is that of independent contractors to each other.
4. Neither party will discriminate against any program participant covered under this Agreement because of race, color, religion, national origin, age, disability, status as a veteran, sex, or sexual orientation, nor will either party engage in such discrimination in their employment or personnel policies.
5. The University and students shall maintain the confidentiality of all Agency information unless disclosure is required by law or court order. The students must also comply with any applicable professional standards of practice with respect to client confidentiality.
6. The Agency, while providing an environment for education and training, shall not be responsible or assume liability for any act of negligence by students or faculty who are involved in the training program, except to the extent such act of negligence arises out of or results from

the negligent supervision of students. However, the Agency shall be liable for its own negligence, willful misconduct, and/or intentional misconduct and that of its agents, employees, and contractors.

II. THE RESPONSIBILITIES OF THE UNIVERSITY

1. The University shall be responsible for selecting only students who have successfully completed all prerequisite courses.
2. The University shall provide the Agency with information about its curriculum and instructional goals. The University will also provide all such standard forms necessary for the Agency's performance evaluation of the student, if indicated.
3. The University will assign a representative to serve as liaison to the Agency with respect to any and all matters relating to this Agreement.
4. The University shall be responsible for maintaining individual records of instruction, evaluation of student competency; and preparing guidelines for the internship or field experience projects, and securing the approval of the internship or field experience placement prior to the beginning of the internship or field experience.
5. The University shall maintain general liability insurance covering its students in connection with activities performed in connection with this Agreement in an amount no less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. Such coverage(s) may be afforded via commercial insurance, self-insurance, a captive or some combination thereof. The University shall provide to Agency a certificate of insurance evidencing this coverage.

III. THE RESPONSIBILITIES OF THE AGENCY

1. The Agency will make available to faculty, if any, and students a professional atmosphere for planned learning experiences in the Agency facilities.
2. The Agency will provide a suitable worksite for the students that will be appropriate to the requirements of the internship or to the individual field experience assignments.
3. The Agency shall orient students to its applicable rules, regulations, policies and procedures.
4. The Agency will include the faculty of the University's Master of Public Health Program in Agency staff meetings via written or phone communication when policies to be discussed will affect or are related to the internship or field experience assignments.
5. The Agency shall provide or arrange for emergency medical care for students injured or who become ill during internships or field experiences at the Agency. The cost of any medical services rendered is the responsibility of the individual student.
6. The Agency designee will monitor the activities of the students during the field experience project work and provide reasonable guidance to the students concerning the functioning and procedures of the Agency which may impact the student's project.
7. The Agency shall promptly complete and return student evaluations on forms provided by the University.

8. The Agency shall maintain commercial general liability and professional liability insurance in amounts no less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate. The Agency shall provide to University a certificate of insurance evidencing this coverage.

9. The Agency shall designate a representative as liaison to the University's Master of Public Health Program with respect to any and all matters relating to this Agreement.

10. The Agency shall maintain as strictly confidential all student educational records including, but not limited to, academic, health, background check and drug screen information, provided to or obtained by it, and in connection therewith shall comply with all applicable laws and regulations.

11. The Agency, upon reasonable prior written notice and subject to legal restrictions regarding patient health information, shall permit representatives from University and its accrediting bodies to visit.

IV. REQUEST FOR WITHDRAWAL OF A STUDENT

The Agency may direct the University to immediately withdraw any student from its facilities whose conduct or work with clients or personnel is not, in the opinion of the Agency, in accordance with acceptable standards of performance as determined by the Agency in its reasonable discretion. Requests for the withdrawal of a student must be in writing and must contain a statement of facts describing the student's conduct deemed to be offensive. The University may at any time withdraw a student whose progress, conduct or work does not meet the University's standards for continuation in the program. In extraordinary circumstances, the Agency may remove a student with immediate written notice to the University of the Agency's action and the reasons for such removal.

V. HIPAA

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 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

45CFR Part 164, Subparts A and E. Solely for the purpose of defining the students' role in relation to the use and disclosure of Agency's protected health information, the students are defined as members of the Agency's workforce, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this Agreement. However, the students are not and shall not be considered to be employees of Agency.

VI. TERM OF AGREEMENT

The term of this Agreement shall be three (3) years, commencing on 03/15/2017 and expiring on 1/11/2020. Thereafter, this Agreement shall renew at three (3) years with two (2), one (1) year renewal options unless terminated as provided for herein.

VII. TERMINATION OF AGREEMENT

If either party to this Agreement wishes to terminate this Agreement, it may do so at any time by providing at least sixty (60) days prior written notice to the other party. In the event of any such termination, such students then assigned to the Agency under this Agreement will be allowed to complete their assignments pursuant to the terms and conditions of this Agreement.

VIII. ENTIRE AGREEMENT AND MODIFICATION

This Agreement represents the entire understanding of the parties with respect to the matters covered herein and supersedes all prior and contemporary agreements, representations, and discussion, whether oral or written. This Agreement may only be altered, amended, or modified in a writing executed by the parties.

IX. JURISDICTION AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without respect to its conflict of laws principles. 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 Miami Dade County, Florida.

X. NOTICES

Any notice required or permitted to be given under this Agreement shall be sufficient and deemed given if in writing: (i) upon receipt, refusal of receipt or the date noted as uncollected when sent by registered or certified mail, return receipt requested, postage prepaid, (ii) the earlier of receipt or two (2) business days after deposit with a nationally recognized overnight delivery service, e.g. Federal Express, or (ii) via email transmission with a confirmation of receipt provided by the recipient to the sender by return email to the following address:

If to Agency:

City of Margate NW Focal Point Senior Center

Address:

6099 NW 10th Street,

Margate, Florida 33063

Attn: Karin Diaz

Phone: 954-973-0300

Email: _____

karindiaz@margatefl.com

If to University:

Nova Southeastern University

3200 South University Drive

Fort Lauderdale, FL 33328

Attn: Dean, College of Osteopathic
Medicine

Phone: 954-262-1407

Email: ewallace@nova.edu or to such other addresses as the parties may specify in writing from time to time.

XI. COUNTERPARTS AND SIGNATURES OF THE PARTIES

This Agreement may be executed in multiple parts and each counterpart shall be deemed an original, and all of which together shall constitute but one agreement. Electronic or electronically transmitted signatures will be considered originals.

Nova Southeastern University, Inc. On behalf of its College of Osteopathic Medicine	AGENCY: Northwest Focal Point Senior Center
By: _____	By: _____
Name: Elaine M. Wallace, D.O., M.S., M.S., M.S.	Name: Karin Diaz
Title: Dean, College of Osteopathic Medicine	Title: Project Director
Date: _____	Date: <u>03/09/17</u> _____