

NOVA SOUTHEASTERN UNIVERSITY  
Center for Psychological Studies



***SPECIALIST PROGRAM IN SCHOOL PSYCHOLOGY***  
**INTERNSHIP AFFILIATION AGREEMENT**  
**2005-2006**

This AGREEMENT (the "AGREEMENT") is made the 21 day of July 2005, 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 School District of Palm Beach County, whose address is 3300 Forest Hill Blvd., West Palm Beach, FL 33406 (the "District").

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 August 10, 2005 and expiring on May 31, 2006.
- B. Unless either party notifies the other at least sixty (60) days prior to the expiration of the initial or any extended term of its intent not to renew, this AGREEMENT will automatically renew for an additional year.
- C. 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 that they 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 of any District health requirements provided to the University in writing.
- F. To advise the intern 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 interns 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.
- I. To promptly notify the District of any cancellation of or reduction in insurance coverage.

#### IV. DISTRICT RESPONSIBILITIES

- A. To provide to the interns 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 students at the District, a Nationally Certified School Psychology (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 is present and provide a minimum of 2 face-to-face hours of supervision per intern, and must be an employee of the District.
- C. To provide the site supervisor with time to plan and implement the internship experience including, when feasible, time to attend relevant meetings and conferences.
- D. To provide training to the intern 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 students to remove these tapes from the District for the sole purpose of University faculty's use with the intern. In so doing, faculty and the interns 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. Interns 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 its personnel, operations, or policies which may affect the internship experience.

- I. To provide the intern with the use of appropriate office and storage space for confidential materials.
- J. To orient the intern to the District and to provide intern with a copy of the District's applicable policies and procedures with which the intern is expected to comply.
- K. To evaluate the performance of the intern 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 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 to progress toward achievement of the stated objectives of the internship experience. The intern, 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 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.

#### 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.

#### XIX. 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: *aga Karen S. Grosby*

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

Title: Interim Dean

Date: 05/11/05

FACILITY:

\_\_\_\_\_

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

"Reviewed & Approved As To  
Legal Form and Sufficiency"

*King Hall 6/2/05*

### Business Associate Agreement

This Business Associate Agreement ("Agreement") dated July 21, 2005 (the "Effective Date"), is entered into by and between Nova Southeastern University (NSU), ("Facility") and The School District of Palm Beach County, (Business Associate").

**WHEREAS**, Facility and Business Associate have or are entering into agreements or other documented arrangements (collectively, "Business Arrangements") pursuant to which Business Associate may provide services for Facility that require Business Associate to access health information that is protected by state and/or federal law;

**WHEREAS**, Business Associate and Company desire that Business Associate obtain access to such information in accordance with the terms specified herein:

**NOW THEREFORE**, in consideration of the mutual promises set forth in this Agreement and other good and valuable consideration, the sufficiency and receipt of which are hereby severally acknowledged, the parties agree as follows:

1. **Business Associate Obligations**, Business Associate may receive from Facility health information that is protected under applicable state and/or federal law, including without limitation, protected health information ("PHI") as defined in the regulations at 45 C.F.R. Parts 160 and 164 (the "Privacy Standards") promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") All capitalized terms not otherwise defined in this Agreement shall have the meanings set forth in the Privacy Standards. Business Associate agrees not to use or disclose (or permit the use or disclosure of) PHI in a manner that would violate the requirements of the Privacy Standards if the PHI were used or disclosed by Facility in the same manner. Business Associate shall use appropriate safeguards to prevent the use or disclosure of PHI other than as expressly permitted under this Agreement.

2. **Use of PHI**, Business Associate may use PHI solely for Facility's benefit and only (i) for the purpose of performing services for Facility as such services are defined in Business Arrangements, and (ii) as necessary for the proper management and administration of the Business Associate or to carry out its legal responsibilities, provided that such uses are permitted under federal and state law. Facility shall retain all rights in the PHI not granted herein. Use and disclosure of de-identified health information is not permitted unless expressly authorized in this Agreement or in writing by Facility.

3. **Disclosure of PHI**, Business Associate may disclose PHI as necessary to perform its obligations under the Business Arrangement and as permitted by law, provided that Business Associate shall in such case: (a) obtain reasonable assurances from any person to whom the information is disclosed that it will be held confidential and further used and disclosed only as required by law or for the purpose for which it was disclosed to the person or entity; (b) agree to immediately notify Facility of any instances of which it is aware that PHI is being used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the Privacy Standards; and (c) ensure that all disclosures of PHI are subject to the principle of "minimum necessary use and disclosure." i.e. only the minimum PHI that is necessary to accomplish the intended purpose may be disclosed. If Business Associate discloses PHI received from Facility, or created or received by Business Associate on behalf of Facility, to agents, including a subcontractor (collectively, "Recipients"), Business Associate shall require Recipients to agree in writing to the same restrictions and conditions that apply to the business Associate under this Agreement. To the extent permitted by law, Business Associate shall be fully liable to Facility for any acts, failures or omissions of Recipients in furnishing the services as if they were the Business Associate's own acts, failures or omissions. Business Associate shall report to Facility any use or disclosure of PHI not permitted by this Agreement, of which it becomes aware, such report to be made within five (5) days of the Business Associate becoming aware of such use or disclosure. Business Associate agrees to mitigate, to the extent practical and unless



otherwise requested by Facility in writing, any harmful effect that is known to Business Associate and is the result of a use or disclosure of PHI in violation of the Agreement.

4. **Individual Rights Regarding Designated Record Sets.** If Business Associate maintains a Designated Record Set on behalf of Facility, Business Associate shall (a) permit an individual to inspect or copy PHI contained in that set about the individual under conditions and limitations required under 45 CFR § 164.524, as it may be amended from time to time, and (b) amend PHI maintained by Business Associate as requested by Facility. Business shall respond to any requests from Facility for access by an individual within five (5) days of such request and shall make any amendment requested by Facility within ten (10) days of such request. The information shall be provided in the form or format requested, if it is readily producible in such form or format, or in summary, if the individual has agreed in advance to accept the information in summary form. A reasonable, cost-based fee for copying PHI may be charged. Business Associate shall accommodate an individual's right to have access to PHI about the individual in a Designated Record Set in accordance with the Privacy Standards set forth at 45 CFR § 164.526, as it may be amended from time to time, unless the regulation provides for a denial or an exception expressly applies. Facility shall determine whether a denial is appropriate or an exception applies. Business Associate shall notify Facility within five (5) days of receipt of any request for access or amendment by an individual. Business Associate shall have a process in place for requests for amendments and for appending such requests to the Designated Record Set. This section 4 of the Agreement shall become effective on April 14, 2003 or on such later date that compliance with the federal Privacy Standards is required by the regulations, subject to any earlier state laws requirements.

5. **Accounting of Disclosures.** Business Associate shall make available to Facility in response to a request from an individual, information required for an accounting of disclosures of PHI with respect to the individual, in accordance with 45 CFE § 164.528, as it may be amended from time to time, incorporating exceptions to such accounting designated under the regulation. Such accounting is limited to disclosures that were made in the six (6) years prior to the request and shall not include any disclosures that were made prior to the compliance date of the Privacy Standards. Business Associate shall provide such information necessary to provide an accounting within thirty (30) days of Facility's request. Such accounting must be provided without cost to the individual or to Facility if it is the first accounting requested by an individual within any twelve (12) month period; however, a reasonable, cost-based fee may be charged for subsequent accountings if Business Associate informs the Facility and the Facility informs the individual in advance of the fee, and the individual is afforded an opportunity to withdraw or modify the request. Such accounting shall be provided as long as Business Associate maintains PHI. This section 5 of the Agreement shall become effective on April 14, 2003 or on such later date that compliance with the Privacy Standards is required by the regulations, subject to any earlier state law requirements.

6. **Withdrawal of Consent of Authorization** If the use or disclosure of PHI in this Agreement is based upon an individual's specific consent or authorization for the use of his or her PHI, and (i) the individual revokes such consent or authorization in writing (ii) the effective date of such authorization has expired, or (iii) the consent or authorization is found to be defective in any manner that renders it invalid, Business Associate agrees, if it has notice of such revocation or invalidity, to cease the use and disclosure of any such individual's PHI except to the extent it has relied on such use or disclosure, or where an exception under the Privacy Standard expressly applies.

7. **Records and Audit.** Business Associate shall make available to Facility and to the United Department of Health and Human Services or its agents, its internal practices, books, and records relating to the use and disclosure of PHI received from, created, or received by Business Associate on behalf of Facility for the purpose of determining Facility's compliance with the Privacy Standards or any other health oversight agency, in a time a manner designated by Facility of the Secretary. Except to the extent prohibited by law, Business Associate agrees to notify Facility immediately upon receipt by Business Associate of any and all requests served upon Business Associate for information or documents by or on behalf of any and all government authorities.

8. **Notice of Privacy Practices.** Facility shall provide to Business Associate its Notice of Privacy Practices ("Notice") when adopted, and any amendments thereafter. Any use or disclosure permitted by this Agreement may be amended by such Notice. Business Associate agrees that it will abide by the limitations of any Notice published by Facility of which it has knowledge. The amended Notice shall not affect permitted uses and disclosures on which Business Associate has relied prior to the receipt of such Notice.

9. **Confidentiality.** Business Associate shall take any steps required to (i) protect PHI from unauthorized uses or disclosures and (ii) maintain the confidentiality and integrity of PHI. Prior to any permitted disclosure of PHI, Business Associate shall require the person or entity to which it intends to disclose PHI to assume all of the same duties with respect to PHI that Business Associate has under this Agreement. Business Associate shall be fully liable to Facility and any affected individuals for any acts, failures or omissions of Recipients as though they were its own acts, failures or omissions.

10. **Terms and Termination.**

10.1 This Agreement shall commence on the Effective Date and shall remain in effect until terminated in accordance with the terms of this section 10, provided, however, that any termination shall not affect the respective obligations or rights of the parties arising under this Agreement prior to the effective date of termination, all of which shall continue in accordance with their terms; and provided that the effective date of Sections 4 and 5 shall be in accordance with the provisions of those sections.

10.2 Facility shall have the right to terminate this Agreement for any reason upon thirty (30) days written notice to Business Associate.

10.3 Facility, at its sole discretion, may immediately terminate this Agreement and shall have no further obligations to Business Associate hereunder if any of the following events shall have occurred and be continuing:

- (a) Business Associate shall fail to observe or perform any material covenant or agreement contained in this Agreement for ten (10) days after written notice thereof has been given to Business Associate by Facility;
- or
- (b) A violation by Business Associate of any provision of the Privacy Standards or applicable federal or state privacy law.

10.4 Under the termination of all Business Arrangements, either party may terminate this Agreement by providing written notice to the other party.

10.5 Upon termination of this Agreement for any reason, Business Associate agrees either to return to Facility or to destroy all PHI received from Facility or otherwise through the performance of services for Facility, that it is in the possession or control of Business Associate or its agents. In the case of information for which it is not feasible to "return or destroy," Business Associate shall continue to comply with the covenants in this Agreement with respect to such PHI and shall comply with other applicable state or federal law, which may require a specific period of retention, redaction, or other treatment. Termination of this Agreement shall be cause for Facility to terminate any Business Arrangement.

11. **Indemnification.** Business Associate will indemnify, defend and hold Facility and its officers, directors, employees, agents, successors and assigns harmless, from and against any and all losses, liabilities, damages, costs and expenses (including reasonable attorney's fees) arising out of or related to any third-party claim based upon any breach of this Agreement by Business Associate or similar breach by Recipients ("Claim"). If Business Associate assumes the defense of a Claim, Facility shall have the right, at its expense; to participate in the defense of such Claim and Business Associate shall not take any final action with respect to such Claim without the prior written consent of Facility.

12. **No Warranty.** PHI IS PROVIDED TO BUSINESS ASSOCIATE SOLEY ON AN "AS IS" BASIS. FACILITY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

13. **Ineligible Persons.** Business Associate represents and warrants to Facility that Business Associate (i) is not currently excluded, debarred, or otherwise ineligible to participate in any federal health care program as defined in 42 U.S.C. Section 1320a-7b(f) ("the Federal Healthcare Programs"); (ii) has not been convicted of a criminal offense related to the provision of health care items or services and has not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs, and (iii) is not under investigation or otherwise aware of any circumstances which may result in Business Associate being excluded from participation in the Federal Healthcare Programs. This shall be an ongoing representation and warranty during the term of this Agreement, and Business Associate shall immediately notify Facility of any change in the status of the representations and warranty set forth in this section. Any breach of this section shall give Facility the right to terminate this Agreement immediately for cause.

14. **Miscellaneous.**

14.1 **Notice.** All notices, requests, demands and other communications required or permitted to be given or made under this Agreement shall be in writing, shall be effective upon receipt or attempted delivery, and shall be sent by (a) personal delivery; (b) certified or registered United States mail, return receipt requested; (c) overnight delivery service with proof of delivery; or (d) facsimile with return facsimile acknowledging receipt. Notices shall be sent to the addresses below. Neither party shall refuse delivery of any notice hereunder.

Nova Southeastern University (NSU)  
3301 College Avenue  
Davie, Florida

School District of Palm Beach County  
3378 Forest Hill Boulevard, A-203  
West Palm Beach, FL 33406

Attention:  
 Tel. No.:  
 Fax No.:

Attention: Bob Templeton  
 Tel. No.: (561) 434-8972  
 Fax No.: (561) 434-8344

**Copy to Facility Counsel:**

**Copy to:**

Attention: \_\_\_\_\_  
 Tel. No.: \_\_\_\_\_  
 Fax No.: \_\_\_\_\_

Attention:  
 Tel. No.:  
 Fax No.:

14.2 **Waiver.** No provision of this Agreement or any breach thereof shall be deemed waived unless such waiver is in writing and signed by the party claimed to have waived such provision or breach. No waiver of a breach shall constitute a waiver of or excuse any different or subsequent breach.

14.3 **Assignment.** Neither party may assign (whether by operation or law or otherwise) any of its rights or delegate or subcontract any of its obligations under this Agreement without the prior written consent of the other party. Notwithstanding the foregoing, Facility shall have the right to assign its rights and obligations hereunder to any entity that is an affiliate or successor of Facility, without the prior approval of Business Associate.

14.4 **Severability.** Any provision of this Agreement that is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.

14.5 **Entire Agreement.** This Agreement constitutes the complete agreement between Business Associate and Facility relating to the matters specified in this Agreement, and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. In the event of any conflict between the terms of this Agreement and the terms of the Business Arrangements or any such later agreement(s), the terms of the Agreement shall control unless the terms of such Business Arrangements are more strict with respect to PHI and comply with the Privacy Standards, or the parties specifically otherwise agree in writing. No oral modification or waiver of any of the provisions of this Agreement shall be binding on either party. No obligation on either party to enter into any transaction is to be implied from the execution or delivery of this Agreement. This Agreement is for the benefit of, and shall be binding upon the parties, their affiliates and respective successors and assigns. No third party has any rights as a result of this Agreement.

14.6 **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State in which Facility is located, excluding its conflicts of laws provisions. Jurisdiction and Venue for any dispute relating to this Agreement shall exclusively rest with the state and federal courts in the county in which Facility is located.

14.7 **Equitable Relief.** Business Associate understands and acknowledges that any disclosure or misappropriation of any PHI in violation of this Agreement will cause Facility irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that Facility shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further disclosure or breach and for such other relief as Facility shall deem appropriate. Such right of Facility is to be in addition to the remedies otherwise available to Facility at law or in equity. Business Associate expressly waives the defense that a remedy in damages will be adequate and further waives any requirement in an action for specific performance or injunction for the posting of a bond by Facility.

14.8 **Nature of Agreement.** Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the parties or any of their affiliates, or (ii) a relationship of employer and employee between the parties. This Agreement does not express or imply any commitment to purchase or sell goods or services.

14.9 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement of this Agreement is sought.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

NOVA SOUTHEASTERN UNIVERSITY

THE SCHOOL BOARD OF PALM BEACH COUNTY

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ADDENDUM, Concerning Student Information, to the Contract ("the Contract") dated July 21, 2005, between The School Board of Palm Beach and Nova Southeastern University (NSU).**

Pursuant to School Board Policy 5.50, receipt of which is acknowledged by the vendor's/partner's signature below, the School District hereby designates NSU ("the Party") as an "other school official" for purposes of receiving limited personally-identifiable student information under FLA. STAT. § 1002.22(3)(d)2 because the School District recognizes the Party has legitimate educational interests in receiving this information in order to carry out the Party's responsibilities for the school or District under the Contract. (All other terms of the Contract remain the same.)

As a condition precedent to receiving confidential student information, the Party warrants and agrees that the Party:

- will limit the use of, or access to, confidential student information to the limited scope of information actually needed to complete the services under contract. The District has determined that the Party has a legitimate educational interest in receiving only the following fields of student data [*for example: name, grade-level, school attending, etc.; add more spaces as necessary to cover the minimum scope of data actually deemed needed*]: cumulative file, teacher records, evaluation data, medical information, parental information ; and
- will limit the access to student information to its employees and/or agents who actually have a legitimate educational interest in the information (i.e., they legitimately need to access the information in order to carry out their responsibilities under the Contract); and
- shall avoid, and shall instruct applicable employees/agents to avoid, accessing personally-identifiable student information except for the legitimate purposes recognized under this Addendum, and shall require that all employees/agents accessing the data must be trained in, and sign an acknowledgement regarding, the confidentiality requirements; and
- will comply with the requirements of Fla. Admin. Code Rule 6A-1.0955(6)(g), that student information shall not be disclosed by the Party in any form to any party other than appropriate school officials or the Party's employees/agents to the extent allowed herein (even if the document is first redacted to remove personally-identifiable information), without the prior written consent of the adult student or the parent/guardian, as appropriate; and
- shall maintain any confidential student information in secure data processing facilities or in securely locked cabinets, and the Party shall monitor the security and safekeeping of the confidential data; and
- will dispose of all information disclosed to it by the School District (and any copies thereof), after the purpose for which the information is disclosed has been served, or five years after the receipt of the information (whichever is sooner), by shredding paper documents finely enough to prevent possible recovery of information, and by totally erasing and over-writing (or physically destroying) any electronic media such as computer files, tapes, or diskettes, or physically destroyed.

The parties acknowledge that the terms contained in this Addendum supersede any inconsistent terms in the Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum:

Nova Southeastern University

The School Board of Palm Beach County

By: \_\_\_\_\_  
*[person having authority to enter legally-binding agreements on behalf of the Party]*

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

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

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

**Addendum, Concerning Fingerprinting,  
to the Agreement Between the School Board of  
Palm Beach County ("School Board") and  
Nova Southeastern University ("Provider")**

The parties have entered into an Agreement ("Agreement") dated July 21, 2005 for the Provider to provide certain services to the School District. The parties wish to amend the Agreement based upon the terms and conditions contained herein. The following language is hereby incorporated into the Agreement:

All student interns, individuals who are permitted access on school grounds when students are present, individuals who will have direct contact with children or any student of the School District, or who will have access to or control of school funds, must be fingerprinted and background checked. Provider agrees to undergo a background check and fingerprinting if he/she is an individual who meets the above criteria and to require that all individuals in the organization who meet any of the above criteria to submit to a background check, including fingerprinting by the School District's Police Department, at the sole cost Provider. Provider shall not begin providing services contemplated by this Agreement until Provider receives notice of clearance by the School District. The School Board, nor its members, officers, employees, or agents, shall not be liable under any legal theory for any kind of claim whatsoever for the rejection of Provider (or discontinuation of Provider's services) on the basis of these compliance obligations. Provider agrees that neither the Provider, nor any employee, agent or representative of the Provider who has been convicted or who is currently under investigation for a crime delineated in Florida Statutes § 435.04 will have contact with children or any student of the School District.

The parties acknowledge that the terms of this Addendum supersede any inconsistent terms in the existing contract.

**IN WITNESS WHEREOF**, the parties hereto have executed this Addendum:

Nova Southeastern University

The School Board of Palm Beach County

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

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

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

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

**Addendum, Concerning Fingerprinting,  
to the Agreement Between the School Board of  
Palm Beach County ("School Board") and  
Nova Southeastern University ("Provider")**

The parties have entered into an Agreement ("Agreement") dated July 21, 2005 for the Provider to provide certain services to the School District. The parties wish to amend the Agreement based upon the terms and conditions contained herein. The following language is hereby incorporated into the Agreement:

All student interns, individuals who are permitted access on school grounds when students are present, individuals who will have direct contact with children or any student of the School District, or who will have access to or control of school funds, must be fingerprinted and background checked. Provider agrees to undergo a background check and fingerprinting if he/she is an individual who meets the above criteria and to require that all individuals in the organization who meet any of the above criteria to submit to a background check, including fingerprinting by the School District's Police Department, at the sole cost Provider. Provider shall not begin providing services contemplated by this Agreement until Provider receives notice of clearance by the School District. The School Board, nor its members, officers, employees, or agents, shall not be liable under any legal theory for any kind of claim whatsoever for the rejection of Provider (or discontinuation of Provider's services) on the basis of these compliance obligations. Provider agrees that neither the Provider, nor any employee, agent or representative of the Provider who has been convicted or who is currently under investigation for a crime delineated in Florida Statutes § 435.04 will have contact with children or any student of the School District.

The parties acknowledge that the terms of this Addendum supersede any inconsistent terms in the existing contract.

**IN WITNESS WHEREOF**, the parties hereto have executed this Addendum:

Nova Southeastern University

The School Board of Palm Beach County

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

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

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

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



**ADDENDUM, Concerning Student Information, to the Contract  
("the Contract") dated July 21, 2005, between The School Board of Palm Beach and  
Nova Southeastern University (NSU).**

Pursuant to School Board Policy 5.50, receipt of which is acknowledged by the vendor's/partner's signature below, the School District hereby designates NSU ("the Party") as an "other school official" for purposes of receiving limited personally-identifiable student information under FLA. STAT. § 1002.22(3)(d)2 because the School District recognizes the Party has legitimate educational interests in receiving this information in order to carry out the Party's responsibilities for the school or District under the Contract. (All other terms of the Contract remain the same.)

As a condition precedent to receiving confidential student information, the Party warrants and agrees that the Party:

- will limit the use of, or access to, confidential student information to the limited scope of information actually needed to complete the services under contract. The District has determined that the Party has a legitimate educational interest in receiving only the following fields of student data [*for example: name, grade-level, school attending, etc.; add more spaces as necessary to cover the minimum scope of data actually deemed needed*]: cumulative file, teacher records, evaluation data, medical information, parental information ; and
- will limit the access to student information to its employees and/or agents who actually have a legitimate educational interest in the information (i.e., they legitimately need to access the information in order to carry out their responsibilities under the Contract); and
- shall avoid, and shall instruct applicable employees/agents to avoid, accessing personally-identifiable student information except for the legitimate purposes recognized under this Addendum, and shall require that all employees/agents accessing the data must be trained in, and sign an acknowledgement regarding, the confidentiality requirements; and
- will comply with the requirements of Fla. Admin. Code Rule 6A-1.0955(6)(g), that student information shall not be disclosed by the Party in any form to any party other than appropriate school officials or the Party's employees/agents to the extent allowed herein (even if the document is first redacted to remove personally-identifiable information), without the prior written consent of the adult student or the parent/guardian, as appropriate; and
- shall maintain any confidential student information in secure data processing facilities or in securely locked cabinets, and the Party shall monitor the security and safekeeping of the confidential data; and
- will dispose of all information disclosed to it by the School District (and any copies thereof), after the purpose for which the information is disclosed has been served, or five years after the receipt of the information (whichever is sooner), by shredding paper documents finely enough to prevent possible recovery of information, and by totally erasing and over-writing (or physically destroying) any electronic media such as computer files, tapes, or diskettes, or physically destroyed.

The parties acknowledge that the terms contained in this Addendum supersede any inconsistent terms in the Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum:

Nova Southeastern University

The School Board of Palm Beach County

By: \_\_\_\_\_  
[*person having authority to enter legally-binding agreements on behalf of the Party*]

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

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

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



THE SCHOOL DISTRICT OF PALM BEACH COUNTY  
**Request for Document Approval by Legal Services**

**DIRECTIONS:** Allow two weeks for review and approval. **DO NOT** use "ASAP" for a required date. A specific due date is required. Your document may be returned for failure to complete the information below.

Date Submitted 05/27/2005 Number of Copies Submitted 16

Name of Document Board Report for Nova Southeastern University (NSU)

School/Department Submitting Exceptional Student Education - A-203

Contact Person Bob Templeton Telephone ( 561 ) 434 - 8972 PX 48972

Date Required 05/28/2005 ( DO NOT use "ASAP" - a specific date is required)

Is this a continuation/duplication of prior document?  Yes  No

If any changes, are they marked? n/a

Is substance of document acceptable to your Assistant Superintendent or Director?  Yes  No

Are permits required?  Yes  No

Have required permits been obtained?  Yes  No  N/A

Do you wish to pick up document?  Yes  No ..... Pony?  Yes  No

Comments:

The 4 coop agreements have a checklist attached  
provided by the ESE dept to each inter as a listing  
of all actions they must take as part of their application  
process. These actions include fingerprinting by our  
Police Dept.

[Signature]  
 SIGNATURE OF DEPARTMENT HEAD OR AREA EXECUTIVE

5/26/05  
 DATE

Attorney Assigned [Signature]

Date of completion by Attorney 6/2/05

### CONTRACT REVIEW CHECKLIST

**Consistency with Law and School Board Policy:**

	Comments
Consistent with School Board Policy	√
Consistent with Florida, federal and local laws	√

**Contract Terms:**

	Comments
Term (Duration of Contract)	1 year
Termination Clause	60 days w/o cause
Insurance /Liability Issues/ Indemnification	Risk Management should review and approve all insurance clauses.
Regulatory issues	None
Confidentiality Provision	None
Warranties	None
Labor Issues	The Labor Relations Department should review any issues.
Disclaimers	None
Governing Law & Venue	Florida; Palm Beach County

**Business Principles:**

	Comments
Sound Business Principles	
Reasonableness of Fees	60 days w/o cause None
Payment Terms --Lump sum, installments --Payment Due dates --Late fees	None

**Other Issues:**

	Comments
Conflict of Interest Disclosures	None
Non-Negotiable Issues	None
Miscellaneous Issues	None
Appropriate Departmental Sign-off	Yes

**Special Considerations:**

\_\_\_\_\_  
 The issues noted above were explained to the appropriate District staff and/or Division Chief. YES  NO

*Kene Hagan*  
 By: Attorney (Name and Date)