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### INTERNSHIP AFFILIATION AGREEMENT

This agreement is made between Rutgers, the State University of New Jersey through its Graduate School of Applied and Professional Psychology, with an office location at 154 Frelinghuysen Road, Piscataway, NJ 08854, hereinafter "University" and Township of Union Public Schools , with its principal office at 2369 Morris Avenue, Union, NJ 07083, hereinafter the "Agency."

#### RECITALS

- A. Agency is willing to provide a site for teaching and practical experience; and
- B. Agency has made a professional commitment to assist in the educational experience of psychology trainees and it is willing to provide assistance to the University's educational and training goals; and
- C. University is currently conducting School Psychology programs necessary for psychology trainees to fulfill their education requirements and it desires a placement site to further their training and experience in the higher education environment.

#### TERMS

In consideration of the mutual promises and conditions contained in this agreement, University and Agency agree as follows:

1. Purpose of the Affiliation

University and Agency agree to affiliate and cooperate for their mutual benefit. The Agency will make available a facility for University trainees to obtain appropriate, high quality training and experience ("School Psychology Program") and Agency will provide the following:

- 1.1 Supervision by a State licensed psychologist of the University's psychology trainees, which supervision will include familiarity with assessment and diagnosis, counseling and psychotherapy.
- 1.2 Agency will provide trainees with a caseload sufficient to their training obligations and needs. Details of the caseload (e.g., number of clients, particulars of their presenting problems, etc.) will be worked out through mutual agreement between Agency, supervisors and the trainee.
- 1.3 Agency will notify University Liaison of any significant changes in the training program including change of supervisor and the status of his or her license credentials, to ensure adequate supervision of trainee by a licensed psychologist.

- 1.4 Agency will complete required documentation of practicum or internship required by Graduate School of Applied and Professional Psychology (GSAPP), including: contract, evaluations by supervisor each semester of placement (available online).
2. Responsibilities for the Academic Curriculum

It shall be the responsibility of University to:

  - 2.1 Establish and maintain curriculum standards and educational policies for the Program sufficient to meet applicable professional, licensing, and accreditation requirements of the University. When necessary, Agency shall assist University in implementing such standards and policies.
  - 2.2 Administer, organize and operate the overall clinical placement educational program;
  - 2.3 Upon request, University will provide Agency with copies of the program's didactic curriculum, a list of rotations which participating trainees have completed prior to assignment to Agency, and the goals and competencies expected from trainees upon completion of the Clinical Program rotation.
  - 2.4 Provide Agency with a copy of any rules governing behavior and other academic requirements for trainees enrolled in the Clinical Program.
3. Program Coordination
  - 3.1 University and Agency agree to collaborate to establish and maintain a quality Program.
  - 3.2 University shall designate a faculty member to serve as liaison with Agency personnel. ("University Liaison").  
University Liaison: Jennifer Durham, Psy.D.
  - 3.3 University and Agency agree to cooperate in planning the hours of practice and selecting the areas of clinical service.
  - 3.4 Neither party shall have the power to obligate the other's resources or to commit the other to any particular action.
4. Term, Renewal and Termination of the Agreement
  - 4.1 This agreement shall begin July 1<sup>st</sup>, 2020 and shall remain in effect for the period of one year ending June 30<sup>th</sup>, 2021.
  - 4.2 This agreement may be terminated at any time upon providing at least thirty (30) days' written notice to the other party. Notwithstanding any such termination, any trainee already enrolled and in good standing participating in the School Psychology Program shall have the right to complete the Placement.
5. Participation in Placement Site School Psychology Program
  - 5.1 It shall be the responsibility of University to:
    - 5.1.1 Send to Agency for clinical experience only those trainees who have met all University requirements and qualifications and who agree to follow Agency rules and regulations;
    - 5.1.2 Ensure that trainees attend the Agency orientation sessions during the first two (2) weeks of clinical experience at Agency.

5.1.3 Respond to any concerns raised by the agency regarding student placements.

5.2 It shall be the responsibility of Agency to:

5.2.1 Advise University of the numbers of trainees who can be accommodated at Agency's facility.

5.2.2 Provide orientation sessions so trainees can become acquainted with Agency facilities, policies, procedures, Agency staff, and the needs of individuals and/or groups with whom the trainees will be working;

**5.2.3 Provide assistance with the provision of emergency treatment by appropriate third parties to trainees in the event of accident or illness while at Agency, such care to be provided at the trainee's expense. The parties acknowledge that Agency is not a medical facility and does not maintain medical staff at Agency facilities.**

5.2.4 Advise trainees of the documentation required to satisfy the prerequisites and training to enable their placement in the School Psychology Program;

5.2.5 Confer with University Liaison on a regular basis about the performance of participating trainees and, in particular, about any concerns which, if not addressed, could lead to adverse action against the trainee and;

5.2.6 Provide detailed written evaluation of trainees' performance on such forms and in accordance with such procedure as University may reasonably require.

## 6. Standard of Conduct

6.1 University and Agency agree that all trainees assigned to Agency will adhere to all the rules, regulations, and standards applicable to University and Agency, including rules of ethical and professional conduct as set for them in all written policies, procedures, standards of care and protocols of Agency, (a copy of which will be provided to the trainee).

6.2 Subject to provisions of 6.3 below, Agency has the right to require University to withdraw an trainee from the program in circumstances where:

6.2.1 Trainee's achievement, competence, progress, adjustment, or health is detrimental to Agency; or

6.2.2 Trainee's behavior is unacceptable to Agency.

6.3 Prior to exercising its rights under 6.2, Agency shall: (a) notify University of its intent to require the trainee to withdraw from the program; (b) provide a written explanation of its decision, together with any supporting documentation; and (c) provide an opportunity for the University Liaison designee to meet with a representative of Agency to discuss the situation.

6.4 Notwithstanding the provisions of 6.3, Agency reserves the right to exclude from its premises any trainee whose performance, conduct, or state of health poses a serious, imminent threat to the staff or administration of Agency; provided, however, Agency (a) shall, if possible, consult with and advise the University Liaison prior to such exclusion; (b) if no prior notification occurred, provide immediate notice to the University Liaison subsequent to such exclusion; (c) within 24 hours of the exclusion, provide University with a written explanation of Agency's decision, together with any

supporting documentation, and (d) within a reasonable time thereafter, provide an opportunity for the University Liaison designee to meet with a representative of Agency to discuss the situation.

6.5 In the event of an adverse action proposed or taken against a trainee, Agency shall provide full cooperation, including access to all relevant documents and staff which may be necessary to enable University to conduct a thorough investigation of the matter and any related due process proceeding.

7. Authority for Agency Site Operations

Agency retains final authority and responsibility for all aspects of Agency operations and patient/client care.

8. Confidentiality

8.1 All materials and reports prepared by a trainee at the direction of the Agency are confidential and remain the property of Agency.

8.2 An trainee shall not make any disclosure of matters which are of a confidential nature, including without limitation confidential or proprietary information of the Agency, except that information shall not be considered confidential if it (a) was properly known to the trainee prior to receipt from Agency, (b) was or becomes a matter of public information or publicly available through no fault or action on the part of the trainee, (c) is acquired from a third party lawfully entitled to disclose the information to the trainee, (d) is developed independently by the trainee, or (e) is required to be disclosed by law, regulation or court order. In the event of a proposed disclosure of otherwise confidential information pursuant to law, regulation or court order, the trainee shall provide prompt notice to Agency.

8.3 Trainee will respect the confidential nature of all information regarding patients, clients, and Agency records in accordance with applicable federal, state and local laws and regulations.

9. Workers' Compensation

9.1. Trainees are, and remain, University students while on site at Agency.

9.2. Trainees are not employees of Agency or University and Agency nor University shall be responsible for any Workers' Compensation or disability claim filed by a trainee.

10. Non-Discrimination

The parties agree to comply with all applicable federal, state, and local laws, ordinances and rules, and specifically agree not to unlawfully discriminate against any individual and to comply with all anti-discriminatory policies of the University and Agency.

11. Indemnification and Insurance

11.1 The University agrees to indemnify and to hold harmless Agency, its officers, directors, trustees, agents, employees, assignees, affiliates, representatives, joint-venturers, successor corporation(s), and health care

personnel, directly or indirectly involved in the School Psychology Program from liabilities, claims, actions, suits, settlements, judgments, costs, damages, including medical claims or reasonable expenses and attorney's fees, resulting from arising out of or otherwise be asserted or connected with the University's negligent acts or omissions of the School Psychology Program.

- 11.2 The University shall obtain and maintain, at its own expense, during the Term of this agreement, and any renewal hereof, commercial general liability and professional liability insurance covering against claims for personal and bodily injury or death and property damage resulting from the negligence of the University, its employees, staff and agents, and all students participating in the School Psychology Program. Such policies shall be in the amount of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate for general liability and \$1,000,000 each claim and \$3,000,000 in the aggregate for Professional Liability. The University is also responsible for any deductible or retention under these policies. The University shall furnish Agency with a Certificate of Insurance as evidence thereof.

12. Relationship of the Parties

Agency is performing the services and duties required under this agreement as an independent contractor and not as an employee, agent, partner or joint-venturer with University.

13. Severability

Each paragraph of this agreement is severable from all other paragraphs. In the event of any court of competent jurisdiction determines that any paragraph or subparagraph of this agreement is invalid or unenforceable for any reason, all remaining paragraphs and subparagraphs will remain in full force and effect.

14. Governing Law

This agreement shall be governed by and construed under the laws of the State of New Jersey.

15. Assignment

This agreement may not be assigned by either party.

16. Notice

Any notice to either party hereunder must be in writing, signed by the party giving it, and shall be deemed given when mailed postage prepaid by US Postal Service, first class, certified, or express mail, or other overnight mail service, or hand delivered, when addressed as follows:

To University:  
Rutgers, The State University of NJ  
Graduate School of Applied and  
Professional Psychology

With copy to:  
Rutgers, The State University of NJ  
Office of VP and General Counsel  
7 College Avenue

154 Frelinghuysen Road  
Piscataway, NJ 08854

New Brunswick, NJ 08901

To Agency:

Or such other addressee as may be hereafter designated by written notice. All such notices shall be effective only when received by the addressee.

Department of Special Services 1231 Morris Avenue, Union, NJ.

17. Paragraph Headings

The paragraph headings in this agreement are used only for ease of reference, and do not limit, modify, construe, or interpret any provision of this agreement.

18. Intellectual Property

The parties do not expect that any intellectual property (such as patents, copyrights and trade secrets) will be generated out of or as a result of this agreement. In the event that such property should be generated, the parties agree to negotiate in good faith with regard to issues of ownership and control of such property.

**Rutgers acknowledges that Rutgers students may come into contact with patient-identifiable protected health information, including patient care treatment, as part of their internship program at Agency. The parties shall comply with all applicable state and federal privacy and security laws related to patient-identifiable health information including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Subtitle D of the Health Information Technology for Economic and Clinical Health Act (Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009) (the "HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services including the HIPAA Omnibus Final Rule, which amended the HIPAA Privacy Regulations and the HIPAA Security Regulations and implemented a number of provisions of the HITECH Act and New Jersey law, as they each, respectively, may be amended from time to time. Each party shall designate an individual to work together to maintain a compliance program to assure compliance with such laws.**

19. Entire Agreement: Modification

This agreement contains all the terms between the parties and may be amended only in writing signed by both parties.

IN WITNESS WHEREOF, the authorized representative(s) of Agency and of University execute this agreement upon the last signature below.

UNIVERSITY:  
Rutgers, The State University of New Jersey

AGENCY:  
Union Board of Education

BY: \_\_\_\_\_  
William S. Troy  
Executive Director,  
Risk Management & Insurance

BY: \_\_\_\_\_  
Business Administrator  
Board Secretary

President  
Union Board of Education

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

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

June 2020

