

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
Personal Services	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Capital Expenditures	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
Net Fiscal Impact	_____*	_____	_____	_____	_____

ADDITIONAL FTE
POSITIONS (Cumulative)

_____	0	0	0	0	0
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Is Item Included In Current Budget? Yes _____ No _____
Does this item include the use of federal funds? Yes _____ No x

Budget Account Exp No: Fund _____ Dept. _____ Unit _____ Obj. _____ Prog. _____
Rev No: Fund _____ Dept. _____ Unit _____ Rev. _____ Prog. _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:


Grant:
Fund:
Unit:

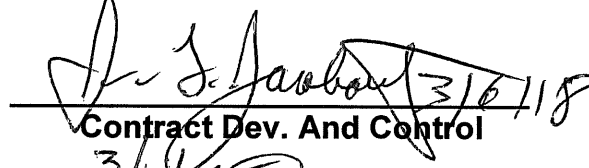
The fiscal impact is indeterminable. This agreement is not intended to create financial obligations between the County, NSU, and Barry University. In the event that cost are incurred as a result of either or all of the parties performing their duties or responsibilities under these Agreements, each party will be responsible for their own cost.

C. Departmental Fiscal Review: _____

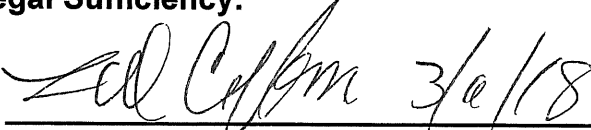
III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:


Lisa Pina 2/28/18
OFMB PD 2/28/18 sp 2/23/18


J. J. Jacobson 3/6/18
Contract Dev. And Control 3/6/18 JW

B. Legal Sufficiency:


Ed Coffey 3/6/18
Assistant County Attorney

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.

AGREEMENT
BETWEEN NOVA SOUTHEASTERN UNIVERSITY, INC.
AND
PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

This Agreement is entered into on _____, by and between Nova Southeastern University, Inc. ("NSU"), a not for profit corporation, and Palm Beach County, a political subdivision of the State of Florida by and through its Board of County Commissioners ("County"), which are the Parties hereto.

WITNESSETH

WHEREAS, this Agreement establishes the general conditions and joint processes that will enable NSU and the County to collaborate as partners for the placement of student interns; and

WHEREAS, NSU has curricula leading to a M.S. in Mental Health Counseling; and

WHEREAS, practicum and internship experience is a required and integral component of mental health counseling training; and

WHEREAS, NSU desires the cooperation of the County in the development and implementation of the practicum and internship experience phase of its mental health counseling program; and

WHEREAS, the County wishes to join NSU in the development and implementation of the practicum and internship experience for mental health counseling students.

NOW THEREFORE, subject to controlling law, rules, regulations and governing policies and/or procedures, and in consideration of the mutual interests and understandings expressed herein, the Parties agree as follows:

I. TERM OF AGREEMENT

The term of this Agreement shall commence on the date on which it is approved by the Board of County Commissioners, Palm Beach County and shall continue for a term of five (5) years unless earlier terminated.

II. SCOPE OF AGREEMENT

NSU and the County 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.

A. Responsibilities of NSU

1. To provide to the County the clinical and training objectives and requirements of the practicum and internship program.
2. To inform students that they must comply with the Ethical Principles of the American Counseling Association and Florida Statutes 491.
3. To establish and maintain ongoing communication with the site supervisors of the County, and to provide the County with materials pertinent to NSU'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.

4. To notify the County 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.
 5. To refer to the County only those students who have satisfactorily completed the prerequisite didactic portion of the curriculum required for the practicum and internship experience. NSU understands that the County reserves the option to review students' resumes, interview student applicants for placement, and accept or decline a student's placement with the County.
 6. To inform the students that they must comply with County requirements, such as background check, drug screening, and others.
 7. To advise the assigned students of their responsibility for complying with the County's applicable policies and procedures.
- B. Responsibilities of the County
1. To provide to the students an organized training program characterized by a logical, planned sequence of training opportunities in both assessment and intervention.
 2. To designate as site supervisor for the students at the County, 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 County 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.
 3. To provide training to students with a diverse population of appropriate cases in a wide range of assessment and intervention techniques.
 4. 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 (the "Facilities" shall mean the rooms assigned to provide services to clients). Students will obtain appropriate informed consent from clients on forms provided by the County prior to any interventions with County's clients.
 5. To have available a written description of the practicum and internship experience being offered.
 6. To advise NSU of any changes in its personnel, operations, or policies which may affect the practicum and internship experience.
 7. To determine the number of students that it can accommodate during a given period of time.
 8. To orient the students to the County and to provide the students with a copy of (and review with the students) the County's applicable policies, procedures, rules and regulation with which the students are expected to comply.
 9. 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.

10. To evaluate the performance of the assigned students on a regular basis using the evaluation forms provided by NSU. The County's supervisor shall send the completed evaluations to NSU within one (1) week following the conclusion of each semester of the student's practicum and internship experience.
11. To allow students an opportunity to evaluate the practicum and internship site on a yearly basis.
12. To advise NSU 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 County site supervisors, the NSU's faculty instructor, and the Associate Director of Clinical Training at NSU will attempt to devise a plan by which the students may be assisted in achieving the stated objectives.
13. To allow representatives of NSU's accrediting bodies and University faculty to visit the County.
14. Subject to compliance with Florida's public records laws, 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 County, and in connection therewith to comply with all applicable laws and regulations.
15. To call 911 to obtain emergency medical services for the student, at the expense of the student, in the event of an apparent medical emergency while the student is at the County Facilities, providing that the site supervisor is aware of the incident.

C. Removal of Students

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

III. FINANCIAL OBLIGATIONS

The Parties acknowledge that this Agreement is not intended to create financial obligations between the Parties. In the event that costs are incurred as a result of either or both of the Parties performing their duties or responsibilities under this Agreement, each Party agrees to be responsible for their own costs.

IV. AGREEMENT MANAGEMENT

Changes to a designated contact contained in this section shall be made via written notification to the address set forth below.

A. County Agreement Administrator

The Agreement Administrator is responsible for maintaining the official Agreement file, processing any amendments or termination of the Agreement, and maintaining records of all formal correspondence between the Parties regarding administration of this Agreement.

The address, e-mail, and telephone number of the County's Agreement Administrator is:

Nicole Bishop
Palm Beach County Board of County Commissioners
Director, Division of Victim Services
205 North Dixie Highway
West Palm Beach, FL 33401
561-355-1723 (office)
561- 723-4789 (cell)
nbishop@pbcgov.org(e-mail)

B. Agreement Managers

The Parties have identified the following individuals as Agreement Managers. These individuals are responsible for enforcing performance of the Agreement terms and conditions and shall serve as liaison regarding issues arising out of this Agreement.

FOR NSU

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

FOR THE COUNTY

Holly DiBenedetto, MPA
Sr. Program Manager
4210 N. Australian Avenue
West Palm Beach, FL 33407
Office: 561-625-2568 option 1
Fax: 561-845-4424
E-mail: hdibened@pbcgov.org

For all Legal Notices to County

Palm Beach County Attorney's Office
Attn: Public Safety-Victim Services
301 North Olive Avenue, Suite 601
West Palm Beach, Florida 33401
Telephone: 561-355-2225
Fax: 561-659-7974

V. REVIEW AND MODIFICATION

Modifications to the provisions of this Agreement, with the exception of Section IV, AGREEMENT MANAGEMENT, shall be valid only through execution of a formal written amendment to the Agreement.

VI. TERMINATION

This Agreement may be terminated at any time upon the mutual consent of both Parties, or unilaterally by either party, with or without cause, upon no less than sixty (60) calendar days' notice. 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. The Parties agree that termination shall not prevent any students on practicum and internship experiences at the time from completing their assignments pursuant to the terms contained herein.

VII. OTHER CONDITIONS

A. Public Records Law

NSU understands and acknowledges that Chapter 119 and Chapter 945.10, Florida Statutes are applicable to this Agreement and that all "records", as defined in Chapter 119, Florida Statutes,

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obtained in the performance of this Agreement are public records, and will be maintained by County as public records in accordance with applicable state and federal law, even if obtained from NSU, unless otherwise exempt and/or confidential under Florida law. County shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as required or authorized by law. NSU shall retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) that relate to NSU's performance of this Agreement for a period of five (5) years after the expiration or termination of this Agreement. If an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings.

B. Indemnification

NSU shall protect, defend, reimburse, indemnify and hold County, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including reasonable attorneys' fees and costs, whether at trial or appellate levels or otherwise, to the extent arising during and as a result of their performance of the terms of this Agreement or due to the negligent acts or omissions of NSU, its agents, or employees.

C. Confidentiality

The Parties shall ensure all staff assigned to this Agreement maintains confidentiality with reference to individual participants receiving services in accordance with applicable local, state, and federal laws, rules and regulations.

D. Disputes

Any dispute concerning performance of the terms of this Agreement shall be resolved informally by the Agreement Managers. Any dispute that cannot be resolved informally shall be reduced to writing and delivered to the County's Director of the Division of Victim Services who shall decide the dispute, reduce the decision to writing, and deliver a copy to the Parties, the Agreement Managers and the Agreement Administrator. If the decision is not acceptable to NSU, then NSU may cancel the Agreement immediately.

E. Notices

All legal notices and elections (collectively, "Notices") to be given or delivered by or to any Party hereunder shall be in writing and shall be (as elected by the Party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service, telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested, postage prepaid. The effective date of any Notice shall be the date of delivery of the Notice if by personal delivery, courier services, or national overnight delivery service, or on the date of transmission with confirmed answer back if by telecopier or fax if transmitted before 5PM on a business day and on the next business day if transmitted after 5PM or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The Parties hereby designate the addresses contained in Section IV above as the addresses to which legal Notices may be delivered, and delivery to the addresses designated therein shall constitute binding notice given to such Party.

F. Health Insurance Portability and Accountability Act

The Parties shall comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (42 U. S. C. 1320d-8), and all applicable regulations promulgated there under. Agreement to comply with HIPAA is evidenced by the execution of this Agreement. As trainees, students shall be considered members of County's "workforce," as that term is defined by the HIPAA regulations at 45 C.F.R. § 160.103, and shall be subject to County's policies respecting confidentiality of medical information.

G. Insurance

1. The County is a political subdivision of the State as defined in Section 768.28, Florida Statutes, and the County shall furnish NSU, upon request, written verification of liability protection (self-insured) in accordance with the limits set forth in Section 768.28, Florida Statutes.
2. NSU shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Agreement, insurance coverages and limits (including endorsements), as described herein. Such coverage may be provided by commercial insurer, captive insurer, self insurance, or a combination thereof. NSU shall agree to provide the County with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as County's review or acceptance of insurance maintained by NSU are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by NSU under this Agreement.
 - a. Commercial General Liability. NSU shall maintain Commercial General Liability at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. NSU shall provide this coverage on a primary basis.
 - b. Worker's Compensation Insurance & Employers Liability. NSU shall maintain Workers' Compensation & Employers Liability for its employees in accordance with Florida Statute Chapter 440. NSU shall provide this coverage on a primary basis.
 - c. Professional Liability. NSU shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 Each Claim. When a self-insured retention (SIR) or deductible exceeds \$10,000, County reserves the right, but not the obligation, to review and request a copy of NSU's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, NSU shall maintain a Retroactive Date prior to or equal to the effective date of this Agreement. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims - made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Agreement, NSU shall purchase a SERP with a minimum reporting period not less than 3 years. NSU shall provide this coverage on a primary basis.
 - d. Additional Insured. NSU shall endorse the County as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." NSU shall provide the Additional Insured endorsements coverage on a primary basis.
 - e. Waiver of Subrogation. NSU hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement to the policy, then NSU shall agree to notify the insurer and request the policy be endorsed with a Waiver of

Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which specifically prohibits such an endorsement, or which voids coverage should NSU enter into such an agreement on a pre-loss basis.

- f. Certificate(s) of Insurance. Prior to execution of this Agreement, NSU shall deliver to the County's Agreement Administrator in Section IV, A, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Agreement have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage.
- g. Umbrella or Excess Liability. If necessary, NSU may satisfy the minimum limits required above for either Commercial General Liability and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability or Employer's Liability. The County shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- h. Right to Review. County, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Agreement. County reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

H. Employee Status

The Parties hereto acknowledge that their relationship is that of independent contractors. No employee/student of either party shall be deemed an employee of the other party. Nothing contained herein shall be construed to create an employer-employee, agency, partnership or joint venture relationship between the Parties.

I. Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Agreement or interruption of performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.

J. Cooperation with Inspector General

Notwithstanding any other provision in this Agreement, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, Sections 2-421-2-440, as amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the NSU, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

- K. Nondiscrimination
Pursuant to Palm Beach County Resolution R-2014-1421, as may be amended, it is the policy of the Board of County Commissioners of Palm Beach County that Palm Beach County shall not conduct business with nor appropriate any funds for any organization that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information. NSU has submitted to County a copy of its non-discrimination policy which is consistent with the above, as contained in Resolution R-2014-1421, as amended, or in the alternative, if NSU does not have a written non-discrimination policy, it has acknowledged through a signed statement provided for County affirming their non-discrimination policy conforms to R-2014-1421, as amended.
- L. Appropriations
The County's performance and obligations under this Agreement for subsequent fiscal years is contingent upon annual appropriations for its purpose.
- M. Counterparts
The Parties may execute this Amendment in whole or counterparts, and execution of counterparts shall have the same force and effect as if the Parties had signed the same instrument. Signatures transmitted by facsimile shall have the same effect as original signatures.
- N. Remedies
No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.
- No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of County or NSU.
- O. Governing Law and Venue
This Agreement shall be governed by and interpreted according to the laws of the State of Florida and venue shall be in Palm Beach County.
- P. Effective Date
This Agreement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when signed by all Parties and approved by the Palm Beach County Board of County Commissioners.
- Q. Regulations; Licensing Requirements
NSU shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. NSU is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized.

ATTEST:
SHARON R. BOCK
CLERK AND COMPTROLLER

PALM BEACH COUNTY,
a political subdivision of the State of Florida

By: _____
Deputy Clerk

By: _____
Melissa McKinlay, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: Stephanie Semko
Department Director

NOVA SOUTHEASTERN UNIVERSITY, INC.
on behalf of its College of Psychology

BY: Karen S. Grosby
Karen S. Grosby
Dean, College of Psychology

WITNESS

BY (signature): Yvette Coello

Print Name: Yvette Coello

Title: Administrative Manager

**AGREEMENT
BETWEEN
BARRY UNIVERSITY
AND
PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS**

This Agreement is entered into on _____, by and between Barry University ("BARRY"), a not for profit corporation, and Palm Beach County, a political subdivision of the State of Florida by and through its Board of County Commissioners ("COUNTY"), which are the Parties hereto.

WITNESSETH

WHEREAS, this Agreement establishes the general conditions and joint processes that will enable BARRY and the COUNTY to collaborate as partners for the placement of student interns; and

WHEREAS, BARRY desires the Students enrolled in its Social Work Program to obtain social work experience; and rewrote this based off the BARRY documents

WHEREAS, practicum and internship experience is a required and integral component of Social Work training; and

WHEREAS, BARRY desires the cooperation of the COUNTY in the development and implementation of the practicum and internship experience phase of its Social Work program; and

WHEREAS, the COUNTY wishes to join BARRY in the development and implementation of the practicum and internship experience for Social Work students.

NOW THEREFORE, subject to controlling law, rules, regulations and governing policies and/or procedures, and in consideration of the mutual interests and understandings expressed herein, the Parties agree as follows:

I. TERM OF AGREEMENT

The term of this Agreement shall commence on the date on which it is approved by the Board of County Commissioners, Palm Beach County and shall continue for a term of five (5) years unless earlier terminated.

II. SCOPE OF AGREEMENT

BARRY and the COUNTY 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.

A. Responsibilities of BARRY

1. To provide to the COUNTY the clinical and training objectives and requirements of the practicum and internship program.
2. To inform students that they must comply with the Ethical Principles of the American Counseling Association and Florida Statutes 491.
3. To establish and maintain ongoing communication with the site supervisors of the COUNTY, and to provide the COUNTY with materials pertinent to BARRY's Social Work 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.

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Attachment # 2

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4. To notify the COUNTY 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.
 5. To refer to the COUNTY only those students who have satisfactorily completed the prerequisite didactic portion of the curriculum required for the practicum and internship experience. BARRY understands that the COUNTY reserves the option to review students' resumes, interview student applicants for placement, and accept or decline a student's placement with the COUNTY.
 6. To inform the students that they must comply with COUNTY requirements, such as background check, drug screening, and others.
 7. To advise the assigned students of their responsibility for complying with the COUNTY's applicable policies and procedures.
 8. To designate an adjunct faculty member to serve as Field Advisor/Mentor to the Student and as consultant to the COUNTY for the duration of the Student's Field placement.
 9. Inform the placed students the following:
 - i. The student is required to follow COUNTY and BARRY policies, procedures, programs and operating standards.
 - ii. The student is responsible for completing all required documentation and assignments required by the Barry School of Social Work and the Field Instructor.
 - iii. The student is responsible for preparing for and participating in regular supervisory and evaluation conferences.
 - iv. The student has the responsibility to act professionally and ethically, to maintain confidentiality, and to elevate service to others above self-interest.
 - v. The student is responsible for his/her own health insurance since the COUNTY will not provide this.
- B. Responsibilities of the COUNTY
1. To provide to the students an organized training program characterized by a logical, planned sequence of training opportunities in both assessment and intervention.
 2. To designate as site supervisor for the students at the COUNTY, to designate a qualified agency employed social worker as the student's designated Field Educator. For BSW Students, a BSW or MSW degreed Social Worker with two years of post-graduation practice experience, and for MSW Student's an MSW degreed Social Worker with two years of post-graduation practice experience. This supervisor will be employed by the COUNTY 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.
 3. To provide training to students with a diverse population of appropriate cases in a wide range of assessment and intervention techniques.
 4. 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 COUNTY prior to any interventions with COUNTY's clients.

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Attachment # 2

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5. To have available a written description of the practicum and internship experience being offered.
6. To advise BARRY of any changes in its personnel, operations, or policies which may affect the practicum and internship experience.
7. To determine the number of students that it can accommodate during a given period of time.
8. To orient the students to the COUNTY and to provide the students with a copy of (and review with the students) the COUNTY's applicable policies, procedures, rules and regulation with which the students are expected to comply.
9. 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.
10. To evaluate the performance of the assigned students on a regular basis using the evaluation forms provided by BARRY. The COUNTY's supervisor shall send the completed evaluations to BARRY within one (1) week following the conclusion of each semester of the student's practicum and internship experience.
11. To allow students an opportunity to evaluate the practicum and internship site on a yearly basis.
12. To advise BARRY 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 COUNTY site supervisors, the BARRY's faculty instructor, and the Associate Director of Clinical Training at BARRY will attempt to devise a plan by which the students may be assisted in achieving the stated objectives.
13. To allow representatives of BARRY's accrediting bodies and University faculty to visit the County.
14. Subject to compliance with Florida's public records laws, 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 COUNTY, and in connection therewith to comply with all applicable laws and regulations.
15. To call 911 to obtain emergency medical services for the student, at the expense of the student, in the event of an apparent medical emergency while the student is at the County Facilities, providing that the site supervisor is aware of the incident.

C. Removal of Students

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

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III. FINANCIAL OBLIGATIONS

The Parties acknowledge that this Agreement is not intended to create financial obligations between the Parties. In the event that costs are incurred as a result of either or both of the Parties performing their duties or responsibilities under this Agreement, each Party agrees to be responsible for their own costs.

IV. AGREEMENT MANAGEMENT

Changes to a designated contact contained in this section shall be made via written notification to the address set forth below.

A. County Agreement Administrator

The Agreement Administrator is responsible for maintaining the official Agreement file, processing any amendments or termination of the Agreement, and maintaining records of all formal correspondence between the Parties regarding administration of this Agreement.

The address, e-mail, and telephone number of the County’s Agreement Administrator is:

Nicole Bishop
Palm Beach County Board of County Commissioners
Director, Division of Victim Services
205 North Dixie Highway, Suite 5.1100
West Palm Beach, FL 33401
561-355-1723 (office)
561- 723-4789 (cell)
nbishop@pbcgov.org(e-mail)

B. Agreement Managers

The Parties have identified the following individuals as Agreement Managers. These individuals are responsible for enforcing performance of the Agreement terms and conditions and shall serve as liaison regarding issues arising out of this Agreement.

FOR BARRY

Dr. John Murray
Barry University School Of Social Work
11300 NE 2nd Avenue
Miami Shores, FL 33161
305-899-3900

FOR THE COUNTY

Holly DiBenedetto, MPA
Victim Services Program Manager
4210 N. Australian Avenue
West Palm Beach FL 33407
561-625-2568 option 1
Fax: 561-845-4424
hdibened@pbcgov.org

For all Legal Notices to County

Palm Beach County Attorney’s Office
Attn: Public Safety-Victim Services
301 North Olive Avenue, Suite 601
West Palm Beach, Florida 33401
Telephone: 561-355-2225
Fax: 561-659-7974

V. REVIEW AND MODIFICATION

Modifications to the provisions of this Agreement, with the exception of Section IV, AGREEMENT MANAGEMENT, shall be valid only through execution of a formal written amendment to the Agreement.

VI. TERMINATION

This Agreement may be terminated at any time upon the mutual consent of both Parties, or unilaterally by either party, with or without cause, upon no less than sixty (60) calendar days' notice. 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. The Parties agree to work cooperatively to allow 1 students on practicum and internship experiences at the time of termination to complete their assignments pursuant to the terms contained herein.

VII. OTHER CONDITIONS

A. Public Records Law

BARRY understands and acknowledges that Chapter 119 and Chapter 945.10, Florida Statutes are applicable to this Agreement and that all "records", as defined in Chapter 119, Florida Statutes, obtained in the performance of this Agreement are public records, and will be maintained by County as public records in accordance with applicable state and federal law, even if obtained from BARRY, unless otherwise exempt and/or confidential under Florida law. County shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as required or authorized by law. BARRY shall retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) that relate to BARRY's performance of this Agreement for a period of five (5) years after the expiration or termination of this Agreement. If an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings.

B. Indemnification

BARRY shall protect, defend, reimburse, indemnify and hold County, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Agreement or due to the acts or omissions of BARRY, its agents, employees or contractors.

C. Confidentiality

Except as required by law, including Florida's Public Records Laws, the Parties shall ensure all staff assigned to this Agreement maintains confidentiality with reference to individual participants receiving services in accordance with applicable local, state, and federal laws, rules and regulations.

D. Disputes

Any dispute concerning performance of the terms of this Agreement shall be resolved informally by the Agreement Managers. Any dispute that cannot be resolved informally shall be reduced to writing and delivered to the County's Director of the Division of Victim Services who shall decide the dispute, reduce the decision to writing, and deliver a copy to the Parties, the Agreement Managers and the Agreement Administrator. If the decision is not acceptable to BARRY, then BARRY may cancel the Agreement immediately.

E. Notices

All legal notices and elections (collectively, "Notices") to be given or delivered by or to any Party hereunder shall be in writing and shall be (as elected by the Party giving such notice) hand delivered by

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messenger, courier service, or national overnight delivery service, tele copied or faxed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any Notice shall be the date of delivery of the Notice if by personal delivery, courier services, or national overnight delivery service, or on the date of transmission with confirmed answer back if by telecopier or fax if transmitted before 5PM on a business day and on the next business day if transmitted after 5PM or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The Parties hereby designate the addresses contained in Section IV above as the addresses to which legal Notices may be delivered, and delivery to the addresses designated therein shall constitute binding notice given to such Party.

F. Health Insurance Portability and Accountability Act

The Parties shall comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (42 U. S. C. 1320d-8), and all applicable regulations promulgated there under. Agreement to comply with HIPAA is evidenced by the execution of this Agreement.

G. Insurance

1. The COUNTY is a political subdivision of the State as defined in Section 768.28, Florida Statutes, and the County shall furnish BARRY, upon request, written verification of liability protection (self-insured) in accordance with the limits set forth in Section 768.28, Florida Statutes.
2. BARRY shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Agreement, insurance coverages and limits (including endorsements), as described herein. BARRY shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as COUNTY's review or acceptance of insurance maintained by BARRY are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by BARRY under this Agreement.
 - a. Commercial General Liability. BARRY shall maintain Commercial General Liability at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by COUNTY's Risk Management Department. BARRY shall provide this coverage on a primary basis.
 - b. Business Automobile Liability. BARRY shall maintain Business Automobile Liability at a limit of liability not less than \$500,000 Each Accident for all owned, non-owned and hired automobiles. In the event BARRY doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing BARRY to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. BARRY shall provide this coverage on a primary basis.
 - c. Worker's Compensation Insurance & Employers Liability. BARRY shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. BARRY shall provide this coverage on a primary basis.
 - d. Professional Liability. The Student shall be covered for malpractice liability insurance with minimum limits of \$1,000,000/\$3,000,000 as set forth on the attached Certificate of Liability Insurance. BARRY shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 Each Claim. When a self-insured retention (SIR) or deductible exceeds \$10,000, COUNTY reserves the

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right, but not the obligation, to review and request a copy of BARRY's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, BARRY shall maintain a Retroactive Date prior to or equal to the effective date of this Agreement. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims - made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Agreement, BARRY shall purchase a SERP with a minimum reporting period not less than 3 years. BARRY shall provide this coverage on a primary basis.

- e. Additional Insured. BARRY shall endorse the County as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." BARRY shall provide the Additional Insured endorsements coverage on a primary basis.
- f. Waiver of Subrogation. BARRY hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement to the policy, then BARRY shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which specifically prohibits such an endorsement, or which voids coverage should BARRY enter into such an agreement on a pre-loss basis.
- g. Certificate(s) of Insurance. Prior to execution of this Agreement, BARRY shall deliver to the County's Agreement Administrator in Section IV, A, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Agreement have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage.
- h. Umbrella or Excess Liability. If necessary, BARRY may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The County shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- i. Right to Review. County, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Agreement. County reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

- H. Employee Status
The Parties hereto acknowledge that their relationship is that of independent contractors. No employee/student of either party shall be deemed an employee of the other party. Nothing contained herein shall be construed to create an employer-employee, agency, partnership or joint venture relationship between the Parties.
- I. Force Majeure
Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Agreement or interruption of performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.
- J. Cooperation with Inspector General
Notwithstanding any other provision in this Agreement, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, Sections 2-421- 2-440, as amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the BARRY, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.
- K. Nondiscrimination
Pursuant to Palm Beach County Resolution R-2014-1421, as may be amended, it is the policy of the Board of County Commissioners of Palm Beach County that Palm Beach County shall not conduct business with nor appropriate any funds for any organization that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information. BARRY has submitted to County a copy of its non-discrimination policy which is consistent with the above, as contained in Resolution R-2014-1421, as amended, or in the alternative, if BARRY does not have a written non-discrimination policy, it has acknowledged through a signed statement provided for County affirming their non-discrimination policy conforms to R-2014-1421, as amended.
- L. Appropriations
The County's performance and obligations under this Agreement for subsequent fiscal years is contingent upon annual appropriations for its purpose.
- M. Counterparts
The Parties may execute this Amendment in whole or counterparts, and execution of counterparts shall have the same force and effect as if the Parties had signed the same instrument. Signatures transmitted by facsimile shall have the same effect as original signatures.
- N. Remedies
This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single

or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of County or BARRY.

O. Governing Law and Venue

This Agreement shall be governed by and interpreted according to the laws of the State of Florida and venue shall be in Palm Beach County.

P. Effective Date

This Agreement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when signed by all Parties and approved by the Palm Beach County Board of County Commissioners.

Q. Regulations; Licensing Requirements

BARRY shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. BARRY is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

(The remainder of this page is intentionally left blank.)

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized.

ATTEST:
SHARON R. BOCK
CLERK AND COMPTRROLLER

PALM BEACH COUNTY,
a political subdivision of the State of Florida

By: _____
Deputy Clerk

By: _____
Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: S. Lepore
Department Director

BARRY UNIVERSITY

BY: [Signature]
Dr. John Murray
Provost

WITNESS

BY (signature): [Signature]

Print Name: Nilda Lallemand

Title: Admin Assitant III