

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: November 19, 2013 [X] Consent [ ] Regular [ ] Ordinance [ ] Public Hearing

Department Submitted By: Department of Public Safety Submitted For: Division of Youth Affairs

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to: A) Approve the following Agreements for Psychology Practicum Students earning doctoral degrees and Social Work students earning master's degrees...

- 1) Nova Southeastern University, Inc. for the period August 26, 2013 through August 25, 2014... 2) Barry University for the period November 19, 2013, through November 18, 2016

Summary: The County, through its Youth Affairs Division is an authorized counselor training facility for many state colleges and universities offering degrees in psychology, social work, and similar fields of educational study...

Background and Policy Issues: The Youth Affairs Division has been a training facility for doctoral and masters degree students for over ten years. Doctoral psychology practicum students and master's level social work students provide a variety of services...

Attachment:

- 1. Nova Southeastern University, Inc. Agency Affiliation Agreement 2. Barry University Agency Affiliation Agreement

Recommended by: Vincent J. Bonvento 11/7/13 Department Director Date

Approved by: Vincent J. Bonvento 11/7/13 Assistant County Administrator Date

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact**

Fiscal Years	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
Net Fiscal Impact	<u><i>See below</i></u>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	0	0	0	0	0

Is Item Included In Current Budget? Yes \_\_\_\_\_ No \_\_\_\_\_

Budget Account Exp No: Fund \_\_\_\_\_ Department \_\_\_\_\_ Unit \_\_\_\_\_ Object \_\_\_\_\_  
 Rev No: Fund \_\_\_\_\_ Department \_\_\_\_\_ Unit \_\_\_\_\_ Object \_\_\_\_\_

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

*There is no fiscal impact associated with this agenda item.*

Departmental Fiscal Review: *V. J. Juelich*

**III. REVIEW COMMENTS**

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

*Susan Neary* 11/1/13  
 OFMB *KN* *AM*  
*10/31* *11/1/13*

*J. Juelich* 11/15/13  
 Contract Administration

**B. Legal Sufficiency:**

*J. Juelich* 11/15/13  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

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

**AGENCY AFFILIATION AGREEMENT  
FOR PSYCHOLOGY PRACTICUM STUDENTS  
BETWEEN NOVA SOUTHEASTERN UNIVERSITY, INC.  
AND PALM BEACH COUNTY  
2013-2014**

This AFFILIATION AGREEMENT (the "Agreement") entered into this \_\_\_ day of \_\_\_\_\_, 2013, by and between Nova Southeastern University, Inc. (for the benefit of its Center for Psychological Studies), whose address is 3301 College Avenue, Fort Lauderdale, Florida 33314 (the "University") and Palm Beach County Board of Commissioners, a Political Subdivision of the State of Florida, through its Division of Youth Affairs, (hereinafter referred to as "County" or "Facility").

**RECITALS:**

- A. WHEREAS, the University has curricula leading to both a Ph.D. and Psy.D. in psychology; and
- B. WHEREAS, practicum experience is a required and integral component of clinical psychology training; and
- C. WHEREAS, the University desires the cooperation of the Facility in the development and implementation of the practicum experience phase of its clinical psychology program; and
- D. WHEREAS, the Facility wishes to join the University in the development and implementation of the practicum experience for clinical psychology students.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the University and the Facility agree as follows:

**I. TERM/TERMINATION:**

- A. The term of this Agreement shall be for one (1) year, commencing on August 26, 2013 and expiring in accordance with each student's individual Student Trainee Agreement, but no later than August 25, 2014.
- 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 students already participating in the practicum experience from completing their assignment at the Facility.

## II. COOPERATION:

The University and the Facility shall work together to establish the educational objectives of the practicum experience, devise methods for their implementation, and continually evaluate the experience to determine the effectiveness of the practicum experience.

## III. UNIVERSITY RESPONSIBILITIES:

- A. To provide to the Facility the clinical and training objectives of the program.
- B. To inform students that they must comply with the Ethical Principles of Psychologists and the Code of Conduct of the American Psychological Association.
- C. To establish and maintain ongoing communication with the site supervisors of the Facility, providing materials pertinent to the University's 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 notify the Facility of its proposed schedule of student assignments, including, but not limited to, the students' names, level of academic preparation, and length and dates of practicum experience.
- E. To refer to the Facility only those students who have satisfactorily completed the prerequisite didactic portion of the curriculum required for the practicum experience.
- F. To inform the students of the Facility's health requirements provided to the University in writing.
- G. To advise the assigned students of their responsibility for complying with the applicable policies and procedures of the Facility, including, but not limited to, policies relating to background checks.
- H. The Facility will not give any financial remuneration to the students. The University further understands that the County's performance and agreement to complete supervision of students after placement is contingent upon annual appropriations for overall staffing of the Division of Youth Affairs.
- I. To maintain professional liability insurance for itself and its students with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate and commercial general liability insurance with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate (including excess coverage) . The County shall be named as an additional insured on University's commercial general liability policy. 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." The University shall provide the Additional

Insured endorsements coverage on a primary basis. A certificate of insurance in evidence of compliance with this paragraph shall be provided by the University to the County representative prior to the execution of this Agreement upon acceptance of students at the Facility. The County's Risk Management Department shall have the right to review and reject the insurance provided in its determination that the insurance coverage(s) do not comply with this paragraph. The University shall provide the County with twenty (20) days prior written notice of any cancellation of or reduction or other material change in coverage.

The University 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, including reasonable attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of its performance of the terms of this Agreement or due to the acts or omissions of the University, the students, or any Faculty member or other University employee involved in the performance of this Agreement.

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

- A. To provide to the students an organized training program characterized by a logical, planned sequence of training opportunities in assessment and intervention, designed to build upon each individual student's level of clinical training.
- B. To designate as site supervisor for the students at the Facility a psychologist licensed by the State of Florida and employed by the County, who will be responsible for the planning, implementation, and supervision of the practicum experience for students. The psychologist so designated shall abide by the Ethical Principles of Psychologists and the Code of Conduct of the American Psychological Association regarding the supervision of students. This psychologist must be at the practicum site for a minimum of twenty (20) hours per week, and provide a minimum of forty-five (45) minutes per student per week of face to face supervision.
- C. To provide the site supervisor with time to plan and implement the practicum experience including, when feasible, time to attend relevant meetings and conferences.
- D. To provide training to students 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 student.
- F. To provide the physical facilities and equipment necessary to conduct the practicum experience, including the opportunity to audio record students' work for educational purposes. The audio recordings belong to the University and are subject to the use restrictions contained in this paragraph. If authorized by the patient, the Facility will allow these students to remove these recordings from the Facility for the sole purpose

of University faculty's use with the students. In so doing, faculty and students shall be bound by the laws relating to confidentiality of patient information as (i) codified in 42 C.F.R. Part 2 (Confidentiality of Alcohol and Drug Abuse Patient Records), (ii) contained in the Health Insurance Portability and Accountability Act (HIPAA) as defined herein, and (iii) contained in the laws of the state where the Facility is located. The University, faculty and students are aware that they must comply with the HIPAA authorization in using the information and are forbidden to re-disclose any patient identifying information without additional client consent/authorization. Students will obtain appropriate informed consent and HIPAA authorization forms provided by the Facility and signed and dated by the client, prior to taping and prior to the use of the tapes for educational purposes.

- G. To have available a written description of the practicum experience being offered.
- H. To advise the University of any changes in its personnel, operations, or policies which may affect the practicum experience.
- I. To determine the number of students that it can accommodate during a given period of time, with the understanding that the Facility's performance and agreement to complete supervision of students after placement is contingent upon annual appropriations for overall staffing of the Division of Youth Affairs.
- J. To provide the assigned student with the use of appropriate office and storage space for confidential materials, including necessary orientation, administrative guides, and procedures, including the restrictions on the use and disclosure of protected health information under the Privacy Rule, and other material deemed essential to the conduct of the field placement experience and to the safety of the student.
- K. To ensure that, for first year students, thirty percent (30%) of their time consists of client contact, and for second year students that fifty percent (50%) of their time consists of client contact.
- L. To orient the students to the Facility and to provide the students with a copy of (and review with the students) the Facility's applicable policies and procedures with which the students are expected to comply.
- M. To evaluate the performance of the assigned students on a regular basis using the evaluation forms provided by the University. The Facility shall send the completed evaluation to the University within one (1) week following the conclusion of the students' practicum experience.
- N. To allow students an opportunity to evaluate the practicum site on a yearly basis.
- O. To advise the University at least by mid-term or earlier upon discovery of any serious deficit noted in the ability of the assigned students to progress toward achievement of the stated objectives of the practicum experience. The assigned students, the Facility

Act of 1996, as codified at 42 U.S.C. Section 1320d ("HIPAA") and any current and future regulations promulgated thereunder, including, without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 ("Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 ("Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements." The parties agree not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. Section 164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. Section 1320d), other than as permitted by the HIPAA Requirements and the terms of this Agreement. The parties agree to make their internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations. In addition, the parties agree to comply with any state laws and regulations that govern or pertain to the confidentiality, privacy, security of, and electronic and transaction code sets pertaining to, information related to patients. The University may de-identify any and all Protected Health Information for educational purposes created or received by the University under this Agreement, provided, however, that the de-identification conforms to the requirements of the Standards for Privacy of Individually Identifiable Health Information at 45C.F.R. Part 164, Subparts A and E.

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

**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 by a written instrument duly executed by the parties.

**XII. NOTICE:**

All notices required in this Agreement shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Palm Beach County Department of Public Safety  
(Youth Affairs Division)  
20 South Military Trail  
West Palm Beach, Florida 33415  
ATTENTION: Vince Bonvento

With copy to:

Palm Beach County Attorney's Office  
301 North Olive Ave. - 6<sup>th</sup> Floor  
West Palm Beach, Florida 33401

If sent to the University, notices shall be addressed to:

Nova Southeastern University, Inc.  
Center for Psychological Studies  
3301 College Avenue  
Fort Lauderdale, Florida 33314  
ATTENTION: Dean

### XIII. REMEDIES:

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in Palm Beach County. 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 Agreement 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 Agreement, including but not limited to any citizen or employees of the County and/or University.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written.

**ATTEST:**  
**SHARON R. BOCK**  
**CLERK AND COMPTROLLER**  
**COMMISSIONERS:**

**PALM BEACH COUNTY**  
**BOARD OF COUNTY**

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Steven L. Abrams, Mayor

**NOVA SOUTHEASTERN**  
**UNIVERSITY, INC. (on behalf of**  
**its Center for Psychological**  
**Studies):**

By: *Karen S. Grosby, Ed.D.*  
Karen S. Grosby, Ed.D., Dean

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: \_\_\_\_\_  
County Attorney

APPROVED AS TO TERMS  
AND CONDITIONS

By: *Vincent Benevento*  
Department Director



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/09/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Insurance Services of Georgia, Inc. c/o 26 Century Blvd. P.O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME:		
	PHONE (A/C, NO, EXT):	877-945-7378	FAX (A/C, NO): 888-467-2378
	E-MAIL ADDRESS:	certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE	NAIC#	
	INSURER A:	Mt. Hawley Insurance Company	37974-000
INSURED Nova Southeastern University, Inc. Risk Management Dpt (VPF) 3301 College Avenue Ft Lauderdale, FL 33314	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

## COVERAGES

CERTIFICATE NUMBER: 20096178

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b>						EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						WC STATU-TORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N		N/A				OTH-ER
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Medical Professional Liability - Claims Made			MMP0000028	7/1/2013	7/1/2014	\$1,000,000. Claim \$3,000,000. Aggregate \$ 250,000. SIR

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach Acord 101, Additional Remarks Schedule, if more space is required)

This policy provides coverage for all employees, faculty, and students of the above named insured only when they are working for or training under the auspices of Nova Southeastern University Health Profession Division.

## CERTIFICATE HOLDER

## CANCELLATION

Nova Southeastern University, Inc. Risk Management Dept. (VPF) 3301 College Avenue Fort Lauderdale, FL 33314	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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## FIELD EDUCATION

### AGENCY AFFILIATION AGREEMENT FOR SOCIAL WORK FIELD EDUCATION BETWEEN BARRY UNIVERSITY AND PALM BEACH COUNTY (THROUGH THE COUNTY'S DIVISION OF YOUTH AFFAIRS)

This Agreement (hereinafter "Agreement" or "Contract") entered into this \_\_\_ day of \_\_\_\_\_, 2013, by and between Barry University, a not for profit educational institution (hereinafter referred to as the "University" or "Institution"), and Palm Beach County Board of Commissioners, a Political Subdivision of the State of Florida, through its Division of Youth Affairs (hereinafter referred to as "County" or "Agency").

#### WITNESSETH

WHEREAS, the University desires the students enrolled in its Social Work Program (hereinafter referred to as the "STUDENTS") to obtain clinical social work experience at the AGENCY; and

WHEREAS, the Agency is willing to provide the necessary facilities for such clinical social work experience,

NOW, THEREFORE, for and in consideration of the promises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

#### **I. THE UNIVERSITY AGREES:**

1. To request assignment of STUDENTS approximately thirty (30) days prior to the beginning date of each period of field work placement. The request will specify the dates and length of training. The Agency reserves the right to determine the number of students accepted each semester for field work placement.
2. That if University obtains protected health information, under Health Insurance Portability and Accountability Act (HIPAA), through its STUDENTS or faculty as part of the field work placement program, University will not use or disclose such protected health information without first de-identifying such protected health information in compliance with the Privacy Rule by removing all identifiers, of the individual and of the individual's relatives, employers or household members, specified in the Privacy Rule.

Page 1 of 6

**Clinical Social Work Affiliation  
Barry University-Palm Beach County**

Attachment # 2

3. That it does not and will not discriminate against its STUDENTS or employees and that all are treated equally without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression.
4. That a faculty member will serve as advisor to the Student and as consultant to the AGENCY for the duration of the student's field placement.
5. The Institution shall limit each training rotation to a minimum of twelve (12) weeks.
6. The University agrees that: (i) a Florida Department of Law Enforcement, Level 2 criminal background check, (ii) tuberculosis testing, (iii) chest x-ray results, and (iv) proof of necessary immunizations will be furnished by each Student to Agency Representative prior to field placement.
7. The University will provide the Agency access to the School of Social Work's Field Education Manual and all required documents via the School's website: [www.barry.edu/socialwork](http://www.barry.edu/socialwork). Said access shall include log-in authorization (i.e., User ID and start-up password) for Agency Field Educators.
8. The Agency will not give any financial remuneration to the Student(s). The University further understands that the COUNTY'S performance and agreement to complete supervision of student(s) after placement is contingent upon annual appropriations for overall staffing of the Division of Youth Affairs.

**II. THE AGENCY AGREES:**

1. To provide, insofar as possible, as varied a social work experience within the specified period of placement. The BSW and Foundation Year Students, under supervision, will participate in generalist practice which includes direct services to individuals, families, groups, organizations and communities. The Concentration Year and Advanced Standing Students, under supervision, will participate in advanced clinical practice in direct services to individuals, families, groups, organizations and communities.
2. To provide necessary orientation, administrative guides and procedures, including the restrictions on the use and disclosure of protected health information under the Privacy Rule, office space (as available) and other material deemed essential to the conduct of the field placement experience and to the safety of the student.
3. To designate a qualified Field Educator with a MSW degree to maintain weekly administrative and clinical supervision of Students within the guidelines of the University. If a Task Supervisor is utilized he/she must possess a MSW or a master's degree in a related field. The Agency agrees to provide a resume of the Field Educator and Task Supervisor, if applicable. Additionally, the Field Educator agrees to use the

required documents provided by the University in the monitoring and evaluation of student's performance.

4. That it does not and will not discriminate against the STUDENTS or its employees and that all persons are treated equally without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression.
5. To provide to the University the background screening and/or health requirements and sexual harassment policies of the Agency.

**III. THE AGENCY AND THE UNIVERSITY AGREE THAT:**

1. Acceptable schedules and work assignments will be mutually developed and will not interfere with the primary mission of the Agency.
2. An annual review of programs and policies will be conducted to insure the continued goodness of fit between the Agency and the University as it relates to the learning opportunities available to students.
3. Both parties to the Agreement reserve the right to withhold placement of Students during the planned period of field placement depending upon changes within the University's School of Social Work or Agency which would appear to present inadequate learning opportunities.
4. Both the Agency and University shall acquaint the Students with the Agency's policies, standards, rules and regulations. Notwithstanding the criminal background check referenced in Section I.6 above, the Student will have to also pass the mandatory COUNTY background check and obtain a COUNTY ID Badge prior to commencing the start date at the field placement location.
5. The Agency reserves the right to refuse or discontinue the availability of its facilities and services to any Student or faculty member who does not meet the professional or other requirements, qualifications, policies and standards, or the regulations of the Agency or any appropriate authority controlling and directing the Agency (hereinafter "Governing Authority"). In such instances the Agency shall endeavor to contact the University's faculty advisor in order to determine if a mutually agreeable resolution can be promptly achieved; however, if: (i) the violation involves a breach of any of Agency's established policies or standards and/or any Governing Authority's rules or regulations, or (ii) if the parties are unable to find a mutually agreeable resolution regarding a student or faculty member whose presence is deemed by the Agency to be detrimental to the interests of the Agency or who does not otherwise meet the Agency's professional requirements or standards as indicated above. Agency

nevertheless reserves the right, in its sole discretion, to require the University to immediately withdraw any such student or faculty member without further delay.

6. Each Student or Faculty Member will be required to sign any all necessary documents ensuring that such individuals agrees to comply with the applicable provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as well as any applicable current and future regulations promulgated thereunder whether by the Agency or otherwise. It is expressly understood that any violation of the foregoing HIPAA requirements by any student or faculty member shall be grounds for immediate dismissal from the program described herein pursuant to paragraph 5, above.

#### **IV. INSURANCE AND INDEMNIFICATION**

1. The University agrees to maintain during the term of this Agreement professional liability insurance with a single limit of liability of no less than one million dollars (\$1,000,000) covering the activities of the Students of the University pursuant to this Agreement. The University shall also maintain Commercial General Liability at a limit of liability not less than \$500,000 Each Occurrence. The University 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." The University shall provide the Additional Insured endorsements coverage on a primary basis. A certificate of insurance in evidence of compliance with this paragraph shall be provided by the University to the County representative prior to the execution of this Agreement upon acceptance of students at the Facility. The County's Risk Management Department shall have the right to review and reject the insurance provided in its determination that the insurance coverage(s) do not comply with this paragraph. The University shall provide the County with twenty (20) days prior written notice of any cancellation of or reduction or other material change in coverage.
2. The University 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 the University, the STUDENTS, or any Faculty member or other University employee involved in the performance of this Agreement.

#### **V. REMEDIES**



1. 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 Palm Beach County. 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 the COUNTY and/or UNIVERSITY.

**VI. TERM OF AGREEMENT**

1. This Agreement will become effective upon signature by the COUNTY and will continue for three years from the date of approval unless modified or terminated by either party, as provided for herein.
2. This Agreement may be terminated by either party without cause following 45 days after written notice is delivered to the other party by certified registered mail, but not less than thirty (30) days before the anniversary date of the Agreement; provided, however, this Agreement shall not be canceled in full until all courses of instruction scheduled have been offered to Students then enrolled. However, no other Students shall be enrolled after the date upon which notice of termination of this Agreement is received.
3. Every notice that may be required by this Agreement shall be in writing and delivered by certified mail, return receipt requested, to the parties at their respective addresses as follows:

AS TO THE AGENCY: Palm Beach County Department of Public Safety  
(Youth Affairs Division)  
20 South Military Trail  
West Palm Beach, FL 33415  
ATTENTION: Vince Bonvento

With copy to:

Palm Beach County Attorney's Office  
301 North Olive Ave. – 6<sup>TH</sup> Floor  
West Palm Beach, Florida 33401

AS TO THE UNIVERSITY: Barry University School of Social Work

11300 NE 2<sup>nd</sup> Avenue

Miami Shores, FL. 33161

4. Both parties agree that this Agreement contains the entire agreement of the parties and that there are no conditions or limitations to this undertaking except those stated herein.



After the execution hereof, no alternation, change or modification hereof shall be binding or effective unless executed in writing and signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written.

**ATTEST:**  
**SHARON R. BOCK**  
**CLERK AND COMPTROLLER**

**PALM BEACH COUNTY**  
**BOARD OF COUNTY COMMISSIONERS:**

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Steven L. Abrams, Mayor

**BARRY UNIVERSITY:**

By: *Linda M. Peterson*  
Linda M. Peterson, PhD., Provost

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: *Paula S. Eddy*  
County Attorney

APPROVED AS TO TERMS  
AND CONDITIONS

By: *Vincent Bonvento*  
Department Director





# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
11/29/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services, Inc of Florida 7650 Courtney Campbell Causeway Suite 1000 Tampa FL 33607 USA	CONTACT NAME:	
	PHONE (A/C No. Ext): (866) 283-7122	FAX (A/C No.): (847) 953-5390
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Barry University 11300 Northeast Second Ave Miami Shores FL 33161-6695 USA	INSURER A:	Princeton Excess & Surplus Lines Ins. 10786
	INSURER B:	FICURMA, Inc. Self-Insured Fund 0259AL
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

**COVERAGES**      **CERTIFICATE NUMBER: 570048278398**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.      **Limits shown are as requested.**

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			Self-Insured Fund	12/01/2012	12/01/2013	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$1,000,000 PRODUCTS - COMP/OP AGG \$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC.						
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			N3A3FF000000706	12/01/2012	12/01/2013	EACH OCCURRENCE \$9,000,000 AGGREGATE \$9,000,000
	DED    RETENTION						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				WC STATUTORY LIMITS    OTHER E.L. EACH ACCIDENT E.L. DISEASE-BA EMPLOYEE E.L. DISEASE-POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Professional Liability-Solely in the performance of services as an Allied Medical Student of Barry University. Miscellaneous Professional coverage is included in the above limit.

**CERTIFICATE HOLDER****CANCELLATION**

Barry University 11300 Northeast Second Ave. Miami Shores FL 33161-6695 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  <i>Aon Risk Services Inc. of Florida</i>