

PALM BEACH COUNTY
BOARD OF COUNTY COMMISIONERS

AGENDA ITEM SUMMARY

Meeting Date: March 11, 2014

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: Approve a Memorandum of Understanding (MOU) with Florida Atlantic University for Social Work students earning master's degrees which will allow the Youth Affairs Division to provide clinical supervision to individuals seeking training and experience in family and youth counseling to obtain state licensure at no cost to the County, for the period August 24, 2013, through August 30, 2016. This MOU will automatically renew for a second three-year term.

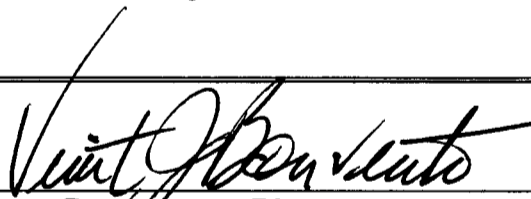
Summary: The County, through its Youth Affairs Division is an authorized counselor training facility for many state colleges and universities offering degrees in psychology, social work, and similar fields of educational study. Master's programs require field education experience in order to meet degree and licensing requirements. The Division is offering its services and programs through this MOU, as a means for the students to obtain the necessary training and experience to earn their degree. There are no costs associated with this MOU. Countywide (PGE)

Background and Policy Issues: The Youth Affairs Division has been a training facility for doctoral and masters degree students for over ten years. Master's level social work students provide a variety of services because of their high level of training. Each social work student provides approximately 10-20 hours/week of clinical services from eight months up to two years at no cost to the county.

Attachment:

- 1. Memorandum of Understanding between Florida Atlantic University and Palm Beach County

Recommended by:


Department Director

1/22/14
Date

Approved by:


Assistant County Administrator

1/22/14
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)	_____	_____	_____	_____	_____
	*see below				
Net Fiscal Impact	<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

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: Stephanie Seproche 1/22/14

III. REVIEW COMMENTS

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

[Signature] 1/21/2014
 OFMB 2/23
 Am 1/24

[Signature] 2/12/14
 Contract Administration
 2-12-14 B.W. Hester

B. Legal Sufficiency:

[Signature] 2/13/14
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

**MEMORANDUM OF UNDERSTANDING BETWEEN FLORIDA ATLANTIC
UNIVERSITY AND PALM BEACH COUNTY**

This Memorandum of Understanding (“MOU” or “Memorandum”) is entered into this ____ day of _____, 20__, by and between the **Florida Atlantic University Board of Trustees**, hereinafter referred to as “THE SCHOOL” and **Palm Beach County Board of County Commissioners**, a Political Subdivision of the State of Florida, through its Division of Youth Affairs, hereinafter referred to as “COUNTY” or “AGENCY.”

The purpose of this Memorandum is to delineate the roles and responsibilities of both parties relating to providing an educational experience for THE SCHOOL’S Students.

The purpose of an educational experience is for the COUNTY’s **Division of Youth Affairs** to provide students with hands-on, real-world experience in a work setting. Ideally, an educational experience will enable students to: (a) integrate and use their knowledge and skills from the classroom, (b) discover where further competence is needed, (c) take steps to gain competence under educational supervision, and (d) become better acquainted with the types of work settings in which competence can be applied.

I. THE SCHOOL WILL:

- A. Request assignment of Students approximately thirty (30) days prior to the beginning date of each period of field work placement. The Agency reserves the right to determine the number of students accepted each semester for field work placement, and will notify the school of the maximum number of allowable students no later than 60 days prior to the start of the relevant semester
- B. Provide the COUNTY with the following required information in writing prior to the assignment of each student:
 - Student name
 - Dates Student will be at COUNTY
 - Educational experience expectations
 - Hours per week
 - Name of faculty and contact information of instructor serving as advisor to the Student
- C. Designate a faculty member to serve as advisor to the Students for the duration of the Students’ field placement.
- D. Provide adequate time for Student and Faculty orientation to the COUNTY.
- E. Provide the COUNTY access to the School of Social Work’s Field Education Manual.
- F. Require that Students assigned to COUNTY wear, when applicable, regulation uniforms and shoes and an identification badge identifying the name of the school.

- G. Instruct Students to adhere to the policies and regulations of the COUNTY while assigned to the Division of Youth Affairs.
- H. Keep the COUNTY informed of the level of preparation each Student has received outside the COUNTY.
- I. Limit the number of Students receiving assignments at the COUNTY as applicable to School policy, State Regulation or COUNTY requirements.
- J. At its sole expense, agree to maintain in full force and effect at all times during the life of the MOU, insurance coverages and limits (including endorsements), as described herein. THE SCHOOL 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 coverage. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by THE SCHOOL are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by THE SCHOOL under the Memorandum.
- K. **INSURANCE.**

Without waiving the right to sovereign immunity as provided by s.768.28 f.s., THE SCHOOL acknowledges that it is self-insured for General Liability through the Florida Department of Risk Management, consistent with Florida Statute 768.28, with coverage limits of \$200,000 per person and \$300,000 per occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

In the event THE SCHOOL maintains third-party Commercial General Liability in lieu of self-insurance through the Florida Department of Risk Management, THE SCHOOL shall agree to maintain said insurance policies at coverage limits of \$200,000 per person and \$300,000 per occurrence.

Worker's Compensation Insurance & Employers Liability THE SCHOOL agrees to maintain Worker's Compensation Insurance & Employers Liability for its employees in accordance with Florida Statute Chapter 440.

Professional Liability THE SCHOOL shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than **\$1,000,000** for each Claim. For policies written on a "Claims-Made" basis, the policy shall maintain a Retroactive Date prior to or equal to the effective date of this Memorandum. 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 Memorandum, THE SCHOOL shall purchase a SERP with a minimum reporting

period not less than 3 years. THE SCHOOL shall provide this coverage on a primary basis.

Certificate(s) of Insurance Prior to execution of this Memorandum, THE SCHOOL shall require that students deliver to the COUNTY'S representative a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage's required by this Memorandum 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. The certificate of insurance shall be issued to:

Palm Beach County c/o Public Safety Department
Stephanie Sejnoha
20 So. Military Trail
West Palm Beach, FL 33415

- L. **Right to Review.** COUNTY, by and through its Risk Management Department, in cooperation with the 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 Memorandum. 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.
- M. **Successors And Assigns.** The COUNTY and THE SCHOOL each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Memorandum. Except as above, neither the COUNTY nor THE SCHOOL shall assign, sublet, convey or transfer its interest in this Memorandum without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and THE SCHOOL.
- N. **Remedies.** This Memorandum shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Memorandum 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 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 SCHOOL.
- O. **Conflict of Interest.** THE SCHOOL represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida

Statutes, and the Palm Beach COUNTY Code of Ethics. THE SCHOOL further represents that no person having any such conflict of interest shall be employed for said performance of services.

- P. THE SCHOOL shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence THE SCHOOL'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that THE SCHOOL may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by THE SCHOOL. The COUNTY agrees to notify THE SCHOOL of its opinion by certified mail within thirty (30) days of receipt of notification by THE SCHOOL. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by THE SCHOOL, the COUNTY shall so state in the notification and THE SCHOOL shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by THE SCHOOL under the terms of this Memorandum.
- Q. **Access and Audits.** THE SCHOOL shall maintain adequate records for at least three (3) years after completion or termination of this Memorandum. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at THE SCHOOL'S place of business.
- R. **Office of Inspector General.** Palm Beach COUNTY has established the Office of the Inspector General in Palm Beach COUNTY Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed COUNTY Memorandums, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of THE SCHOOL, its officers, agents, employees, and lobbyists in order to ensure compliance with Memorandum requirements and detect corruption and fraud.
- S. **Non-Discrimination.** Neither party shall discriminate on the basis of race, religion, gender, creed, national origin, veteran status, color, age, marital status, sexual orientation, familial status, ancestry, gender identity, express and/or disability in accordance with state and federal law. THE SCHOOL requires that all of its employees and students are treated equally during employment without regard to race, color, religion, disability sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression. The SCHOOL will require that prior to beginning their rotation at COUNTY, each Student and Faculty submit to the COUNTY's Director, verification of certain health requirements in accordance with COUNTY's then current standards including proof of negative TB status and Level II Background Screening. The School shall also report Students' health limitations, if any, with the student's permission and to the extent the school has knowledge of any limitations, to the COUNTY. The SCHOOL will withdraw from the educational assignment any Student whose performance is unsatisfactory as requested by COUNTY. COUNTY shall have the right to suspend any Student immediately

pending formal withdrawal from the educational experience. COUNTY may restrict any Student to an observer role pending the need for further investigation or requests for withdrawal from the COUNTY. COUNTY agrees to provide any necessary documentation of the Student's unsatisfactory performance.

II. THE COUNTY WILL:

- A. Inform students of the **Division of Youth Affairs** policies, standards, rules and regulations and provide an Orientation.
- B. Assume responsibility for the care of clients. The Student(s) will not replace COUNTY staff, nor give service to clients apart from activities which are performed as part of their educational value. The County will be responsible for the supervision of students while they are on-site at the County facility.
- C. Not charge the SCHOOL for use of the COUNTY, its staff or patient experience.
- D. Not give any financial remuneration to the Student(s). The SCHOOL further understands that the AGENCY'S performance hereunder is contingent upon annual appropriations for overall staffing of the Division of Youth Affairs.
- E. Give input to the Designated Instructor about quality of Student performance.
- F. Schedule or otherwise advise the Student on obtaining a mandatory criminal background check in accordance with County policy, as well as obtain a COUNTY ID Badge prior to commencing the start date at the field placement location.

III. COUNTY AND THE SCHOOL WILL:

- A. Establish the number of students who shall have an educational experience at COUNTY at any one time and any additional requirements for Students participating in the educational experience.
- B. Mutually develop acceptable schedules and work assignments and not interfere with the primary mission of the AGENCY.
- C. Conduct an annual review of programs and policies to ensure the continued goodness of fit between the AGENCY and the SCHOOL as it relates to the learning opportunities available to students.
- D. Both parties to the Memorandum 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.

- E. 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 will 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, then AGENCY nevertheless reserves the right, in its sole discretion, to require the SCHOOL to immediately withdraw any such student or faculty member without further delay.
- F. This Memorandum is not assignable, but is binding on the corporate successors or affiliates of the parties. It is understood and agreed that the parties to this Memorandum may revise or modify this Memorandum by written amendment when both parties agree to such amendment.
- G. **Effective Date.** This Memorandum shall be in effect for a period of three years, commencing on August 24, 2013, and expiring no later than August 30, 2016, notwithstanding the date the contract is executed by the Board of County Commissioners for the COUNTY. All students will be accepted into the clinical experience pursuant to this agreement in a manner that allows full completion of their individual learning plan prior to the expiration of this agreement. This Memorandum shall automatically renew for a second three-year term after the initial term unless either party gives thirty (30) days written notice to the contrary. Either party may also terminate this Memorandum with thirty (30) days prior written notice at any time during the term of the MOU, but in case of such termination, Students will be permitted to conclude the clinical rotation for that period of training. The term of this Memorandum may only be modified by mutual written consent of the parties, signed by the duly authorized representative of each of the parties. This Memorandum supersedes any and all Memorandums for clinical education between School and COUNTY.
- H. It is understood that while assigned to the COUNTY, Students will not be considered employees of the COUNTY and will not be covered by any social security, workers' compensation or malpractice insurance policy of the COUNTY.
- I. Any notice required under the terms of this Memorandum shall be sent by certified or registered mail, return receipt requested and shall be deemed given upon deposit in the US mail, postage prepaid, at the following address:

SCHOOL: Florida Atlantic University
School of Social Work

777 Glades Road, SO 303
Boca Raton, FL 33431

COUNTY: Palm Beach County Department of Public Safety
(re: 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. - 6th Floor
West Palm Beach, Florida 33401

- J. The invalidity or unenforceability of any provision of this Memorandum will not affect the validity or enforceability of any other provision. This Memorandum contains the entire understanding between the parties and supersedes all prior and contemporaneous Memorandums and understanding, express or implied, oral or written. This Memorandum may be modified or altered only by written Memorandum between the parties.
- K. Both parties agree to abide by data security and privacy/confidentiality standards outlined in HIPPA, only where applicable.
- L. This Memorandum contains all of the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and the Memorandum shall supersede all previous communications, representations, or Memorandums, either verbal or written between the parties. If any term or provision of the Memorandum is found to be illegal or unenforceable, the remainder of the Memorandum shall remain in full force and in effect and such term or provision shall be stricken. This Memorandum is to be governed by the law of the state of Florida. In the event of litigation, venue will lie in Palm Beach County Florida.

THE REMINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum 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: _____
Mayor / Chair

FLORIDA ATLANTIC UNIVERSITY
BOARD OF TRUSTEES:

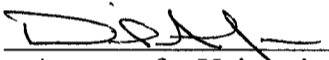
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: 
Diane Elias Alperin, Ph.D.
Vice Provost

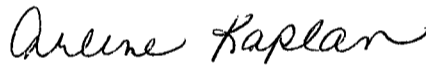
By: _____
County Attorney

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

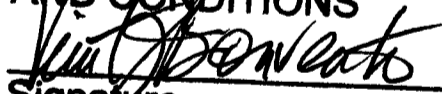
APPROVED AS TO TERMS
AND CONDITIONS

By:  10/30/13
Attorney for University

By: 
Department Director


Arlene Kaplan
Coordinator of
Field Education

APPROVED AS TO TERMS
AND CONDITIONS


Signature