

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: August 19, 2014 **Consent** **Regular**
 Ordinance **Public Hearing**

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

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to: **A) Approve** Agency Affiliation Agreement for Psychology Students, with Palm Beach Atlantic University, Inc., earning graduate degrees to obtain clinical experience in family and youth counseling under the supervision of the Youth Affairs Division for the period May 12, 2014 through May 11, 2015 at no cost to the county; and **B) Authorize** the County Administrator, or his designee, to execute any future Affiliation Agreements, or amendments, between the County and Palm Beach Atlantic University, Inc. in any educational field of study, on behalf of the Board of County Commissioners, after approval of legal sufficiency by the County Attorney's Office, and within budgeted allocations.

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. Counseling programs require clinical experience in order to meet degree and licensing requirements. The Division is offering its services and programs through this Affiliation Agreement as a means for the students to obtain the necessary training and experience to earn their respective degree. The initial term is for the period May 12, 2014, through May 11, 2015 with three one-year automatic renewal options. There are no costs associated with this Affiliation Agreement. **Countywide (PGE).**

Background and Policy Issues: The Youth Affairs Division has been a training facility for doctoral and master's degree students for over ten years. Master's and Doctoral level psychology students provide a variety of services because of their high level of training. Each 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) Palm Beach Atlantic University, Inc Agency Affiliation Agreement

Recommended by: Vivian Bonvento 7/8/14
Department Director **Date**

Approved by: Vivian Bonvento 7/8/14
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>0</u>	<u>See below</u>	<u>0</u>	<u>0</u>	<u>0</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 _____

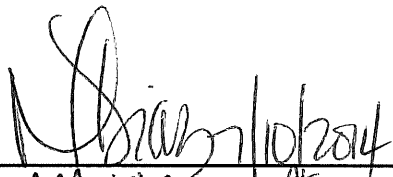
B. Recommended Sources of Funds/Summary of Fiscal Impact:
 * There is no fiscal impact associated with this agenda item.

*AV
7/7/14*

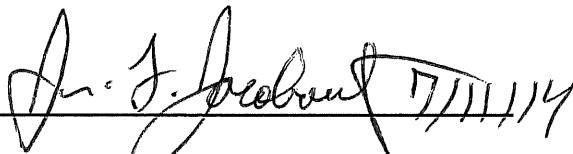
Departmental Fiscal Review: _____

III. REVIEW COMMENTS

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

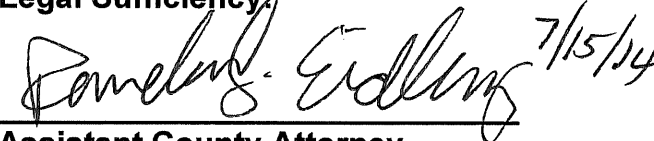
*5/20
7/8*


 OFMB
AMS 7/9/14
AKC 7/9/14



 Contract Administration
7-11-14 B. W. K...

B. Legal Sufficiency:



 Assistant County Attorney
7/15/14

C. Other Department Review:

 Department Director

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

**AGENCY AFFILIATION AGREEMENT
FOR PSYCHOLOGY STUDENTS
BETWEEN PALM BEACH ATLANTIC UNIVERSITY, INC.
AND PALM BEACH COUNTY
2014-2015**

This **Affiliation Agreement** (hereinafter referred to as "Agreement") is made as of the ____ day of _____, 2014, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the "County" or "Facility" or "Division of Youth Affairs," and Palm Beach Atlantic University, Inc., a non-profit corporation, authorized to do business in the State of Florida, hereinafter referred to as "PBAU" or "University," whose Federal I.D. is **591092732**.

In consideration of the mutual promises contained herein, the County and the University agree as follows:

RECITALS:

WHEREAS, the University is currently conducting educational programs requiring counseling experience, and desires experiential training for students enrolled in the graduate program in Counseling Psychology (hereinafter referred to as "Students"); and

WHEREAS, the Facility recognizes the need to train and educate the Students, and possesses and is willing to provide the necessary facilities to provide counseling experiences; and

WHEREAS, it is to the mutual benefit of the University and the Facility that University faculty and Students and the Facility's professional staff together use the Facility for learning experiences and exchanges of ideas.

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 May 12, 2014 and expiring in accordance with each student's individual Student Trainee Agreement, but no later than May 11, 2015. The parties acknowledge that the provisions of this Agreement shall be effective on the commencement date, notwithstanding the date the contract is executed by the Board of County Commissioners.

- B. This Agreement will automatically renew for three (3) one year terms, unless either party notifies the other prior to the expiration of the initial term or any extended term of its intent not to renew in accordance with the time parameters stated herein.
- 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. UNIVERSITY RESPONSIBILITIES:

- A. To provide to the Facility the clinical and training objectives of the program.
- B. 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.
- C. 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 clinical experience.
- D. To refer to the Facility only those students who have satisfactorily completed the prerequisite didactic portion of the curriculum required for the clinical experience.
- E. To inform the students of the Facility's health requirements provided to the University in writing.
- F. 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.
- G. **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 County's Division of Youth Affairs.
- H. **Professional liability and General Liability Insurance.** 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. For policies written on a "Claims-Made" basis, the University warrants the Retroactive Date equals or precedes the effective date of this contract. 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 Supplemental Extended

Reporting Period (SERP) during the life of this contract, the University shall agree to purchase a SERP with a minimum reporting period not less than two (2) years. The requirement to purchase a SERP shall not relieve the University of the obligation to provide replacement coverage.

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.

- I. **Indemnification.** 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.
- J. **Access and Audits.** The University shall maintain adequate records for at least three (3) years after completion or termination of this Agreement. 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 University's place of business.
- K. **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.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440,

and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

III. COUNTY RESPONSIBILITIES:

- A. To provide to the students an organized training program characterized by a logical, planned sequence of training opportunities, designed to build upon each individual student's level of clinical training.
- B. The Facility will assign the responsibility for the coordination and supervision of Students to a specific Facility professional staff member.
- C. The Facility shall retain ultimate responsibility for client care and will maintain administrative and professional supervision of Students in all aspects of program operations at the Facility.
- D. 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.
- E. 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.
- F. To evaluate the performance of the assigned students on a regular basis using the evaluation forms provided by the University.
- G. Not give any financial remuneration to the Student(s). The University further understands that the County's performance hereunder is contingent upon annual appropriations for overall staffing of the Division of Youth Affairs.

IV. REMOVAL OF STUDENTS:

The Facility reserves the right to refuse or discontinue the availability of its 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 Facility or any appropriate authority controlling and directing the Facility (hereinafter "Governing Authority"). In such instances the Facility 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 Facility'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 Facility to be detrimental to the interests of the Facility or who does not otherwise meet the Facility's professional requirements or standards as indicated above, then Facility nevertheless reserves the right, in its sole discretion, to

require the University to immediately withdraw any such student or faculty member without further delay.

V. NON-DISCRIMINATION:

The University warrants and represents that all of its employees 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, or genetic information.

VI. RELATIONSHIP:

The University and the County are independent entities contracting with each other solely for the purpose of carrying out the terms of this Agreement. The University and its students, agents, and employees participating in this program shall not be considered agents, employees or servants of the Facility for any purpose, nor shall the County and its agents or employees participating in this program be considered agents, employees, or servants of the University for any purpose.

VII. CLIENT CARE:

Notwithstanding the mutual cooperation and supervision described above, the University agrees that the Facility holds full authority for the management of client care.

VIII. 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.

IX. MODIFICATION:

This Agreement may be amended, altered, or modified only by a written instrument duly executed by the parties.

X. 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. - 6th Floor
West Palm Beach, Florida 33401

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

Gene Sales, Ed.D., Interim Director
Graduate Counseling Psychology Program
Palm Beach Atlantic University, Inc.
P.O. Box 24708
West Palm Beach, FL 33416-4708

XI. 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

PAEM BEACH COUNTY
BOARD OF COUNTY
COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Priscilla A. Taylor, Mayor

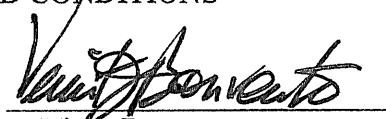
PALM BEACH ATLANTIC
UNIVERSITY, INC.

By: 
William M. B. Fleming, Jr.
President

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: 
Vince Bonvento,
Department Director