

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

## AGENDA ITEM SUMMARY

**Meeting Date:** September 22, 2015      ☒ **Consent**      ☐ **Regular**  
    ☐ **Ordinance**      ☐ **Public Hearing**

**Department**  
**Submitted By:** Youth Services Department  
**Submitted For:** Residential Treatment and Family Counseling Division

## I. EXECUTIVE BRIEF

**Motion and Title: Staff recommends motion to:**

**A) approve** Agency Affiliation Agreement with Nova Southeastern University, Inc. for the period August 24, 2015 through August 23, 2016, with the option for three (3) automatic one-year renewals, to allow the Youth Services Department to provide clinical supervision to individuals seeking training and experience in family youth counseling to obtain state licensure at no cost to the County; and

**B) authorize** the County Administrator or his designee to execute any future Agreements, or amendments with Nova Southeastern University, Inc. for clinical experiences on behalf of the Board of County Commissioners.

**Summary:** The County, through its Youth Services Department is an authorized counselor training facility for various state colleges and universities offering degrees in psychology, social work, and similar fields of educational study. Doctoral programs require practicum experience in order to meet degree and licensing requirements. The Department is offering its services and programs through this Affiliation Agreement, as a means for the Psychology Practicum students earning doctoral degrees and Social Work students earning masters degrees to obtain the necessary training and experience to earn their perspective degree. There are no costs associated with this Affiliation Agreement. Countywide (HH)

**Background and Justification:** Doctoral psychology practicum students and master's level social work students provide a variety of services because of their high level of training. Each psychology practicum student provides approximately 20 hours/week of clinical services for eight months to one year at no cost to the County. 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.

**Attachments:**

1. Agency Affiliation Agreement – Nova Southeastern University, Inc.

Recommended by: Jammal 7/1/15  
Department Director Date

Approved by:  9-10-15

Assistant County Administrator Date

## II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<b><u>0</u></b>	<b><u>0</u></b>	_____	_____	_____

### # 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 the approval of this item.

Departmental Fiscal Review: *Chene D. Dineen*

## III. REVIEW COMMENTS

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

*Shen Bm*  
 HN 8/28 OFMB 8/28/15

*Dr. J. Jacobson* 9/12/15  
 Contract Administration  
 9-2-15 BWHEELS

### B. Legal Sufficiency:

*Helene Colvard* 9-9-15  
 Assistant County Attorney

### C. Other Department Review:

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

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

**AGENCY AFFILIATION AGREEMENT  
BETWEEN NOVA SOUTHEASTERN UNIVERSITY, INC.  
AND PALM BEACH COUNTY  
2015-2016**

This Affiliation Agreement (hereinafter referred to as "Agreement") is made as of the \_\_\_\_ day of \_\_\_\_\_, 2015, 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" and Nova Southeastern University, Inc., a Florida non-profit corporation, authorized to do business in the State of Florida, hereinafter referred to as "University." whose Federal I.D. is 591083502.

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 clinical experience, and desires experiential training for students enrolled in the graduate program in Psychology (hereinafter referred to as "Students"); and

**WHEREAS**, the County recognizes the need to train and educate the Students, and possesses and is willing to provide the necessary facilities to provide clinical experiences; and

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

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

**I. TERM/TERMINATION:**

- A. The term of this Agreement shall be for one (1) year, commencing on August 24, 2015 and expiring in accordance with each student's individual Student Trainee Agreement, but no later than August 23, 2016. 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 with the County pursuant to the terms and conditions herein.

## II. UNIVERSITY RESPONSIBILITIES:

- A. To provide to the County the clinical and training objectives of the University's program for the Students.
- B. To establish and maintain ongoing communication with the site supervisors of the County, 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 County 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 County 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 County'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 County, including, but not limited to, policies relating to background checks and confidentiality of records.
- G. **The County 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 Residential Treatment and Family Counseling Division of the Youth Services Department.
- H. **Professional Liability and General Liability Insurance.** The University agrees to maintain during the term of this Agreement professional liability insurance of no less than one million dollars (\$1,000,000) per claim 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 Agreement. 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 Agreement, 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 County. 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.

All insurance required of the University herein may be afforded via commercial insurance, self insurance, or combination thereof.

- 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 attorneys' 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 negligent 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 in connection with its performance under this Agreement 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 University, 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 the Students with 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 County will assign the responsibility for the coordination and supervision of Students to a specific County professional staff member.
- C. The County shall retain ultimate responsibility for client care and will maintain administrative and professional supervision of Students in all aspects of program operations at the County.
- D. To determine the number of Students that it can accommodate during a given period of time, with the understanding that the County's performance and agreement to complete supervision of Students after placement is contingent upon annual appropriations for overall staffing.
- E. To orient the Students to the County's facilities and programs and to provide the students with a copy of (and review with the Students) the County'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).
- H. To permit, upon receipt of reasonable prior notice, visits of its facilities used for clinical training, by representatives of the University or agencies charged with the accreditation of the University, its programs and curriculum.
- I. To maintain all Student information, including but not limited to academic, health, background check and drug test report information, in strict confidence and in connection therewith, to comply with all applicable laws and regulations.
- J. To maintain, as a political subdivision of the State of Florida, professional and general liability coverage at all times sufficient to satisfy the limited waiver of sovereign immunity of the State of Florida provided in Section 768.28 of the Florida Statutes. Upon request of the University, the County shall provide written documentation evidencing such coverage.

### IV. REMOVAL OF STUDENTS:

The County reserves the right to refuse or discontinue the availability of its services to any Student or faculty member (if any participating in the program at the County) who does not meet the professional or other requirements, qualifications, policies and standards, or the regulations of the County or any federal, state, or local law. In such instances the County will contact the University's faculty advisor in order to determine if a mutually agreeable

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resolution can be promptly achieved; however, if: (i) the violation involves a breach of any of County's established policies or standards and/or any federal, state, or local law, 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 County to be detrimental to the interests of the County or who does not otherwise meet the County's professional requirements or standards as indicated above, then County 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 and the County warrant and represent that all of its employees are treated equally during employment and the Students participating in the program in the County shall be treated equally 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.

The University has submitted to the County a copy of its non-discrimination policies, which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, if the University does not have a written non-discrimination policy or one that conforms to the County's policy, it has acknowledged through a signed statement provided to the County that the University will conform to the County's non-discrimination policy as provided in R-2014-1421, as amended.

**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 County 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 County 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 in writing and deemed given: (i) the date of receipt, refusal or noted uncollected when sent by certified mail, return receipt requested, postage prepaid, (ii) hand delivery with a written receipt obtained, or (iii) the earlier of receipt or two (2) business days after deposit with a nationally recognized overnight delivery service, e.g., Federal Express.. If sent to the County, notices shall be addressed to:

Palm Beach County Youth Services Department  
50 South Military Trail, Suite 203  
West Palm Beach, Florida 33415  
ATTENTION: Tammy K. Fields

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  
College of Psychology  
3301 College Avenue  
Fort Lauderdale, Florida 33314  
ATTENTION: Dean

**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.

**XII. HIPAA:**

The parties agree to comply with the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), Health Insurance Portability and Accountability 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

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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 45CFR Part 164, Subparts A and E. Solely for the purpose of defining the Students' role in relation to the use and disclosure of the County's protected health information, the Students are defined as members of the County's workforce, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this Agreement. However, the Students are not and shall not be considered to be employees of the County.

### **XIII. COUNTERPARTS; SIGNATURES:**

This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. An electronic signature of a party done pursuant to law, or a signature of a party transmitted by electronic means, shall be deemed an original signature for purposes of this Agreement.

[Remainder of page left blank intentionally]

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

ATTEST:  
SHARON R. BOCK,  
CLERK AND COMPTROLLER

PALM BEACH COUNTY  
BOARD OF COUNTY  
COMMISSIONERS

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

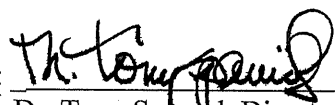
By: \_\_\_\_\_  
Shelly Vana, Mayor

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

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

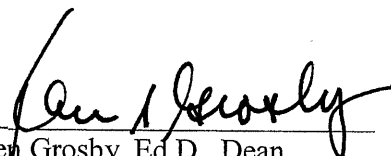
APPROVED AS TO TERMS  
AND CONDITIONS

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

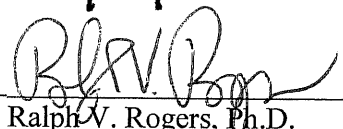
By:   
Dr. Tony Spinnell, Director of  
Residential Treatment & Family  
Counseling  
Youth Services Department

Date: 8.27.15

NOVA SOUTHEASTERN  
UNIVERSITY, INC.  
(On behalf of its College of  
Psychology):

By:   
Karen Grosby, Ed.D., Dean

Date: 8/24/15

By:   
Ralph V. Rogers, Ph.D.  
Provost & EVP for Academic  
Affairs

Date: 8/24/15