

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: **March 22, 2016** **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 receive and file:** First Amendment to Agency Affiliation Agreement with Nova Southeastern University, Inc. (University) to expand the scope of the current Agreement to include students enrolled in the University's Family Therapy graduate program as part of the existing Agreement, at no cost to the County.


Summary: On September 22, 2015, the Board approved Agreement R2015-1331 with Nova Southeastern University to allow the Youth Services Department 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. Approval of this Agreement will allow Family Therapy practicum students to receive similar training and experience as the Psychology graduate students. Resolution R2015-1331 authorized 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. Countywide (HH)

Background and Justification: 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 and Family Therapy Practicum students earning master's and doctoral degrees to obtain the necessary training and experience to earn their respective degree. 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 will provide approximately 20 hours/week of clinical services for eight months to one year at no cost to the County. Each Family Therapy student will provide approximately 10-20 hours/week of clinical services from eight months up to two years at no cost to the County. Each social work student will provide approximately 10-20 hours/week of clinical services from eight months up to two years at no cost to the County.

Attachments:

First Amendment to Agency Affiliation Agreement
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Recommended by: _____  _____ **Date** 2/10/16

Approved by: _____  _____ **Date** 3-1-16

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u> 0 </u>	<u> 0 </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 the approval of this item.

Departmental Fiscal Review: *Yvonne Dixon* *Attorney 2/10/16*

III. REVIEW COMMENTS

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

Shirley Brown
SP
2/24 OFMB *2/29/16*

Dr. J. J. Javelle *2/29/16*
 Contract Administration

B. Legal Sufficiency:

Delene C. Boyd
 Assistant County Attorney

C. Other Department Review:

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

**FIRST AMENDMENT TO AGENCY AFFILIATION
AGREEMENT BETWEEN NOVA SOUTHEASTERN
UNIVERSITY, INC.
AND PALM BEACH COUNTY (R2015-1331)**

This First Amendment to the Affiliation Agreement (hereinafter referred to as "Agreement") is made as of the 22 day of February, 2016, 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 not for 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 parties entered into a contract on **September 22, 2015**, in which the University conducts 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 Agreement has an expiration date of August 23, 2016 and 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.

WHEREAS, the parties desire to expand the scope of the Agreement to also include students enrolled in graduate programs in both Psychology and Family Therapy.

WHEREAS, the parties agree that certain other amendments to the contract are necessary and appropriate.

NOW THEREFORE, the above named parties hereby mutually agree that the contract is hereby amended as follows:

1. So much of **Section II B. – University Responsibilities** shall be amended to read as follows:
 - B. "To establish and maintain ongoing communication with the site supervisors of the County, providing materials pertinent to the University's Psychology and Family Therapy programs. 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."

2. Article XI – REMEDIES is hereby replaced in its entirety by:

“This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the COUNTY and/or UNIVERSITY.”

3. All other provisions of said Contract dated September 22, 2015, are hereby confirmed and, except as provided herein, are not otherwise altered or amended and shall remain in full force and effect.

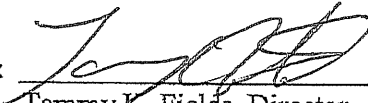
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IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed on the date first above written.

ATTEST:
SHARON R. BOCK
CLERK AND COMPTROLLER

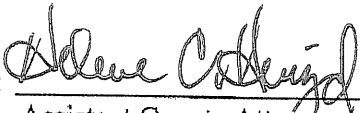
PALM BEACH COUNTY
BOARD OF COUNTY
COMMISSIONERS


By: _____
Deputy Clerk

By: 
Tammy K. Fields, Director
Youth Services Department

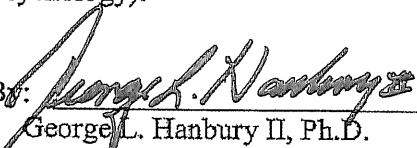
APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

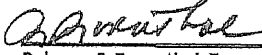
APPROVED AS TO TERMS
AND CONDITIONS

By: 
Assistant County Attorney

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

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

By: 
George L. Hanbury II, Ph.D.
President/CEO

NOVA SOUTHEASTERN UNIVERSITY	
REVIEWED BY LEGAL	
Signature:	
Print Name:	Rebecca S. Rosenthal, Esq., Associate Counsel, HPD- Office for Legal Affairs