

Department
Submitted By: Community Services
Submitted For: Community Services Department

Approved By: Nancy L. Belton 11/8/16
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures					
Operating Costs					
External Revenue					
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT	0				

# ADDITIONAL FTE POSITIONS (Cumulative)					
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Is Item Included In Current Budget: Yes _____ No _____

Budget Account No.:
Fund ____ Dept ____ Unit _____ Object _____ Program Code/Period

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

no fiscal impact.

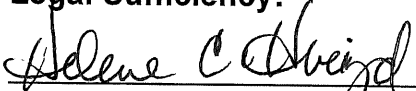
C. Departmental Fiscal Review: 
Julie Dowe/ Director, Financial & Support Svcs.

III. REVIEW COMMENTS

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


OFMB 11/12/16


Contract Development and Control 11/17/16

B. Legal Sufficiency:

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 PALM BEACH STATE
COLLEGE AND PALM BEACH COUNTY**

This Memorandum of Understanding (MOU or Memorandum) is made as of the ____ day of _____, 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 Palm Beach State College, authorized to do business in the State of Florida, hereinafter referred to as THE SCHOOL.

In consideration of the mutual promises contained herein, the COUNTY and THE SCHOOL agree as follows:

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 in the field of Social Work.

The purpose of an educational experience is for the COUNTY's **Community Services Department** 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 COUNTY 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'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 Community Services Department.
- 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 Florida Statute §768.28 , 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 Community Services Department
810 Datura Street
West Palm Beach, FL 33401

- 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 contracts, 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.

- S. **Non-Discrimination.** THE SCHOOL 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, family status, sexual orientation, gender identity and expression, or genetic information. Neither party shall discriminate on the basis of race, color, religion, disability, sex, age, national origin, ancestry, marital status, family status, sexual orientation, gender identity and expression, or genetic information.

THE SCHOOL has submitted to COUNTY a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, if THE SCHOOL 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 COUNTY that THE SCHOOL will conform to the COUNTY's non-discrimination policy as provided in R-2014-1421, as amended.

- 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: Palm Beach State College
4200 Congress Avenue, MS 24
Lake Worth, FL 33461
561-868-3455

COUNTY: Palm Beach County Community Services Department
810 Datura Street, Suite 300
West Palm Beach, FL 33401
561-355-4750

- 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 HIPAA, 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.

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

PALM BEACH STATE COLLEGE

By: _____
Signature
~~Anthony Pagan~~ Mayor

Print Name and Date

By: Richard A. Beck
Signature
8/25/16

By: _____
Sharon R. Bock, Clerk and Comptroller
Board of COUNTY Commissioners

Date: _____
Deputy Clerk

APPROVED AS TO TERMS AND CONDITIONS

Department of Community Services

By: Janary

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

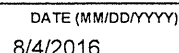
Debra C. King
Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS

Palm Beach State College

By: Richard A. Beck

By: 8/25/16



INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

The ACORD name and logo are registered marks of ACORD



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/25/2016

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 Arthur J. Gallagher Risk Management Services, Inc. 200 S. Orange Ave Suite 1350 Orlando FL 32801	CONTACT NAME: Johanne Daguillard		
	PHONE (A/C, No, Ext): 407-563-3535	FAX (A/C, No): 407-370-3057	
	E-MAIL ADDRESS: Johanne_Daguillard@ajg.com		
INSURED Palm Beach State College 4200 Congress Avenue Lake Worth, FL 33461-4796	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Safety National Casualty Corporatio		15105
	INSURER B : Florida College System Risk Managem		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES CERTIFICATE NUMBER: 1037804416 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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						\$
	DED RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			SP4054624	3/1/2016	3/1/2017	X PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$2,000,000
							E.L. DISEASE - POLICY LIMIT \$2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			RMC20160301	3/1/2016	3/1/2017	Self Insured Retention 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Statutory Excess of \$500,000 Self Insured Retention.
RE: Human Services Clinical Experience

CERTIFICATE HOLDER	CANCELLATION
Palm Beach County, Community Services Department 810 Datura Street West Palm Beach FL 33401	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