

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
No. 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 No.: Fund _____ Department _____ Unit _____
 Object _____ Reporting Category _____

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

C. Departmental Fiscal Review:



III. REVIEW COMMENTS

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

 _____ OFMB ET 9/4/17	 _____ Contract Dev. and Control 9/19/17
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B. Legal Sufficiency:



 Assistant County Attorney

C. Other Department Review:

 Department Director

REVISED 9/03
 ADM FORM 01

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.)



**Affiliation Agreement
for Student Experiential Training**

Between

**Palm Beach Atlantic University, Inc.
901 South Flagler Drive
P. O. Box 24708
West Palm Beach, FL 33416-4708**

and

PALM BEACH COUNTY

AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT (this "Agreement") is made and entered into this ____ day of _____, 2017, by and between Palm Beach Atlantic University, Inc., a Florida not for profit corporation (hereinafter referred to as "PBA"), and Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, (hereinafter referred to as the "AGENCY").

WITNESSETH:

WHEREAS, PBA is currently conducting educational programs requiring counseling experience, and desires experiential training for students enrolled in the graduate program in Counselor Education (hereinafter referred to as "STUDENTS"); and

WHEREAS, the AGENCY 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 PBA and the AGENCY that PBA faculty and STUDENTS and the AGENCY's professional staff together use the AGENCY for learning experiences and exchanges of ideas.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, PBA and the AGENCY hereto agree as follows:

1. **TERM.** The initial term of this Agreement shall be from August 21, 2017 through August 20, 2018, and this Agreement shall be automatically renewed for yearly periods thereafter; provided, however, that either party may terminate this Agreement at any time by giving to the other party at least sixty (60) days written notice in advance of the termination date; provided that all STUDENTS enrolled in the program at the AGENCY at the time of the notice of termination, except any STUDENTS removed from the program pursuant to Paragraph 3(B), should be given the opportunity to complete the practicum experience at the AGENCY, such completion not to exceed three (3) months from the date of notification.
2. **RESPONSIBILITIES OF THE AGENCY.**
 - A. The AGENCY's responsibility to the STUDENTS includes the provision of an environment with an opportunity to observe and participate in counseling activities, in concert with the AGENCY's professional staff.
 - B. The AGENCY agrees that STUDENTS may use its library facilities if available, consistent with program requirements and in accordance with the AGENCY's policies and procedures.
 - C. The AGENCY will assign the responsibility for the coordination and supervision of STUDENTS to a specific AGENCY professional staff member.
 - D. The AGENCY shall retain ultimate responsibility for client care and will maintain administrative and professional supervision of STUDENTS in all aspects of program operations at the AGENCY.
 - E. The AGENCY will complete and return to PBA all STUDENT evaluation forms in a timely manner.
 - F. The AGENCY acknowledges that many student educational records are protected by the Family Educational Rights and Privacy Act ("FERPA"), and that permission of the STUDENT must be obtained before releasing specific student data to anyone other than PBA. Upon

request, PBA agrees to provide guidance to AGENCY with respect to complying with FERPA.

3. RESPONSIBILITIES OF PBA.

- A. PBA will recommend STUDENT candidates to the AGENCY. The number of, and time for, STUDENTS to be assigned to the AGENCY for specific educational experiences will be jointly determined by PBA and the AGENCY. The schedule for student experiences shall be planned to incorporate course goals and objectives.
- B. STUDENTS shall comply with the rules and regulations governing the AGENCY, including all HIPAA rules and regulations. The AGENCY shall acquaint the STUDENTS with such rules and regulations. Upon demand by the AGENCY, PBA shall remove STUDENTS not complying with such rules and regulations. If possible, such action will not be taken until the grievance has been discussed with the appropriate representative of PBA.
- C. PBA agrees to provide its curriculum, course objectives, program goals, and syllabi to the AGENCY.
- D. PBA reserves the right to refuse or discontinue the placement of STUDENTS if the AGENCY does not meet the professional education requirements and standards of PBA.
- E. PBA agrees to maintain, for itself and the STUDENTS a policy of professional liability insurance with limits of One Million Dollars (\$1,000,000) per loss event and Three Million Dollars (\$3,000,000) policy aggregate. A certificate of insurance evidencing this coverage shall be provided to the AGENCY prior to the arrival of the first STUDENT at the AGENCY. The certificate shall contain a provision that the coverages will not be changed or terminated without thirty (30) days written notice of such to the AGENCY.
- F. PBA shall also maintain Commercial General Liability at a limit of liability not less than \$500,000 each occurrence. PBA shall endorse the AGENCY as Additional Insured with a CG2026 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." This coverage shall be on a primary basis.
- G. PBA agrees to provide AGENCY a Certificate(s) of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. In addition, PBA agrees to notify AGENCY of any cancellation, non-renewal or material change taking place during the life of this contract. The Certificate Holder address shall read:

PALM BEACH COUNTY
c/o Risk Management
100 Australian Avenue, Suite 100
West Palm Beach, FL 33406

- H. PBA shall protect, defend, reimburse, indemnify and hold the AGENCY, its agents, employees and elected officials 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 PBA, the students, or any faculty member or other PBA employee involved in the performance of this agreement.

4. DISCRIMINATION. The AGENCY and PBA agree that there shall be no unlawful discrimination on

account of race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

5. RELATIONSHIP.

- A. The AGENCY and PBA expressly intend that with respect to this Agreement, they shall each be an independent contractor to the other. Further, (i) the STUDENTS shall in no way be deemed to be employees or agents of the AGENCY, and (ii) the agents and employees of the AGENCY shall in no way be deemed to be employees or agents of PBA.
- B. The AGENCY and PBA will maintain ongoing, open communication utilizing established channels of communication to ensure understanding of the expectations and roles of both institutions in providing educational and practicum experiences for STUDENTS.
- C. The AGENCY and PBA will conduct a semiannual review and evaluation of program objectives, student performance, and program outcomes.

6. ENTIRE AGREEMENT AND MODIFICATION. This Agreement contains the entire understanding of the parties and there are no conditions or limitations to this undertaking except those stated herein. After the execution hereof, no alteration, change or modification of this Agreement shall be binding or effective unless executed in writing by both parties.

7. NOTICES. All notices and correspondence required or permitted under in this Agreement shall be directed to the parties at the respective addresses set forth as follows:

As to PBA:

William M.B. Fleming, Jr., President
Palm Beach Atlantic University, Inc.
P. O. Box 24708
West Palm Beach, FL 33416-4708

As to the AGENCY:

SCOTT MARTING, DIRECTOR
PALM BEACH COUNTY RISK MANAGEMENT
100 AUSTRALIAN AVENUE, SUITE 200
WEST PALM BEACH, FL 33406

8. SEVERABILITY. In the event any of the provisions of this Agreement are found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected.

9. ASSIGNMENT. This Agreement may not be assigned by either party without the advance written consent of the other party. This Agreement shall be binding upon the heirs, personal representatives, successors, and permitted assigns of both parties.

10. LAW GOVERNING/VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue in any action arising out of this Agreement shall lie in Palm Beach County, Florida.

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IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and CONSULTANT has hereunto set its hand the day and year above written.

ATTEST:
SHARON R. BOCK
CLERK AND COMPTROLLER

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:

By: _____
Deputy Clerk

By: _____
Mayor

PBA:

Palm Beach Atlantic University, Inc.

By: 
William M.B. Fleming, Jr.

Title: President

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By _____
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By 
Department Director