

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures					
Operating Costs					
External Revenue					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$0*				
No. ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes No x
 Does this item include the use of federal funds? Yes No x

Budget Account **Exp No:** _____
 Fund **Dept** **Unit** **Obj** _____
 Rev No: _____
 Fund **Dept** **Unit** **Obj** _____

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

*There is no fiscal impact associated with this item.

Departmental Fiscal Review: Cheneese Dore
CD

III. REVIEW COMMENTS

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

Shirley M. Marts 2/1/21 Dr. J. Jaworski 2/3/21
 OFMB *12/9/21* *2/1* Contract Development & Control
 2/1 *2/3/21* *FW*

B. Legal Sufficiency:

Dr. Ben for H. Hvizd 2/4/21
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

AGENCY AFFILIATION AGREEMENT

This Agency Affiliation Agreement (hereinafter referred to as "Agreement") is made as of the 20th day of January, 2021, 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 Barry University, Inc. a not for profit corporation, authorized to do business in the State of Florida, hereinafter referred to as the UNIVERSITY, whose Federal I.D. is 59-0624364.

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

RECITALS:

WHEREAS, the purpose of this Agreement is to allow Students from the UNIVERSITY/School of Social Work to integrate theory learned in the classroom with practice and develop abilities and skills through planned and supervised clinical experience for those enrolled in the UNIVERSITY'S graduate programs of psychology, social work or other related field (Program). It is agreed by the parties that a program of supervised education in the areas of generalist practice and clinical practice shall be conducted for Students of the UNIVERSITY; and

WHEREAS, the UNIVERSITY is currently conducting educational programs requiring clinical experience, and desires experiential training for students enrolled in the UNIVERSITY'S Program, hereinafter referred to as Student; 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.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the UNIVERSITY and the COUNTY agree as follows:

1. TERM/TERMINATION

- A. The term of this Agreement shall be for one (1) year, starting January 1, 2021.
- B. This Agreement will automatically renew for three (3) one (1) 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. This Agreement may be terminated by the UNIVERSITY upon sixty (60) days' prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Agreement through no fault of the UNIVERSITY. It may also be terminated, in whole or in part, by the COUNTY, with cause upon five (5) business days' written notice to the UNIVERSITY or without cause upon ten (10) business days' written notice to the UNIVERSITY. Such termination shall not prevent those Students already participating in the practicum experience from completing their assignment with the COUNTY.

2. 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 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, not less than ninety (90) days before assignment of any Student to the COUNTY, of its proposed schedule of Student assignments, including, but not limited to, the Students' name, 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 Program's prerequisite of the curriculum required for the clinical experience.
- E. To inform the Students, in writing, of the COUNTY'S health requirements provided to the UNIVERSITY.
- 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 UNIVERSITY further understands that the COUNTY'S performance and agreement to complete supervision of Students after placement pursuant to this Agreement is contingent upon annual appropriations for its purpose by the Board of County Commissioners for overall staffing of the COUNTY'S Residential Treatment and Family Counseling Division of the Youth Services Department.
- H. Insurance -
 The UNIVERSITY shall, at its sole expense maintain in full force and effect at all times during the term of this Agreement, at least the insurance coverage and minimum limits (including endorsements), as described herein. The UNIVERSITY shall agree to provide the COUNTY with at least ten (10) days' prior notice of any cancellation, non-renewal or material change to the insurance coverage. Failure to maintain the required insurance shall be a basis for termination of this Agreement. The requirements contained herein, as well as the COUNTY'S review or acceptance of insurance maintained by the UNIVERSITY are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the UNIVERSITY under this Agreement. Where applicable, coverage shall apply on a primary and non-contributory basis.
 - i. **Commercial General Liability** – The UNIVERSITY shall maintain Commercial General Liability insurance at a limit of not less than **\$500,000** each occurrence. Policy shall not contain any endorsement(s) limiting or excluding coverage for Contractual Liability, or Cross Liability.
 - ii. **Sexual Abuse and Molestation** – The UNIVERSITY shall maintain coverage for Sexual Abuse and Molestation at a limit of not less than **\$250,000** each occurrence. Coverage may be provided by endorsement to the Commercial General Liability policy.
 - iii. **Professional Liability** – The UNIVERSITY shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than **\$1,000,000** Each Claim. When a self-insured retention (SIR) or deductible exceeds **\$10,000**, the COUNTY reserves the right, but not the obligation, to review and request a copy of the UNIVERSITY'S

most recent annual report or audited financial statement. For policies written on a “Claims-Made” basis, the UNIVERSITY shall maintain a Retroactive Date prior to or equal to the effective date of this Agreement. 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 term of this Agreement, the UNIVERSITY shall purchase a SERP with a minimum reporting period not less than three (3) years.

- iv. **Additional Insured** – 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.”
- v. **Waiver of Subrogation** – The UNIVERSITY hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement to the policy, then the UNIVERSITY shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which specifically prohibits such an endorsement, or which voids coverage should the UNIVERSITY enter into such an agreement on a pre-loss basis.
- vi. **Certificates of Insurance** – Prior to execution of this Agreement or within forty-eight (48) hours of a request by the COUNTY, and at least five (5) days prior to the expiration of any required coverage, the UNIVERSITY shall provide to the below address a signed Certificate(s) of Insurance evidencing that all of the insurance coverage required by this Agreement are in full force and effect. Said Certificate(s) of Insurance shall include a project description, and, to the extent allowable by the insurer, include a minimum thirty (30) day endeavor to notify due to cancellation (ten (10) days for non-payment of premium) or non-renewal of coverage. The Certificate Holder shall read:

Palm Beach County Board of County Commissioners
c/o Youth Services Department
50 S. Military Trail, Suite 203
West Palm Beach, FL 33415

- vii. **Umbrella or Excess Liability** – If necessary, the UNIVERSITY may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, and Employer’s Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest “each occurrence” limit for either Commercial General Liability, Business Auto Liability, or Employer’s Liability. The COUNTY shall be specifically endorsed as an “Additional Insured” on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a “Follow-Form” basis.

- viii. **Right to Review** – The COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverage, or endorsements, herein from time to time throughout the term of this Agreement. The 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.

3. INDEMNIFICATION

The UNIVERSITY shall protect, defend, reimburse, indemnify and hold the COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their 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.

4. ACCESS AND AUDITS

The UNIVERSITY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) 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.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Sections 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 UNIVERSITY, its officers, agents, employees, and lobbyists in order to ensure compliance with contract 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, Sections 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.

5. 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 and, with prior notification to the COUNTY, to allow UNIVERSITY'S faculty to also evaluate Students and the Program at the COUNTY'S facilities.
- G. To refrain from giving any financial remuneration to the Students.

6. REMOVAL OF STUDENTS

The COUNTY 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 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 resolution can be promptly achieved; however, if: (i) the violation involves a breach of any of the 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 the 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.

7. NON-DISCRIMINATION

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the UNIVERSITY warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, 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 or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

As a condition of entering into this Agreement, the AGENCY represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, the AGENCY shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the AGENCY retaliate against any person for reporting instances of such discrimination. The AGENCY shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. The AGENCY understands and agrees that a

material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the company from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. AGENCY shall include this language in its subcontracts.

8. 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.

9. 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.

10. ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the UNIVERSITY agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 11 - Modification.

11. MODIFICATION

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

12. 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 Youth Services Department
Attn: Tammy K. Fields, Director
50 S. Military Trail, Suite 203
West Palm Beach, FL 33415

With copy to:

Palm Beach County Attorney's Office
301 North Olive Ave., Sixth Floor
West Palm Beach, FL 33401

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

Barry University, Inc.
Attn: Sarah L. Ingram-Herring, Director of Field Education
Barry University of Social Work
11300 NE Second Avenue
Miami Shores, FL 33164

13. 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 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 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 the UNIVERSITY.

14. CONFLICT OF INTEREST

The UNIVERSITY 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 UNIVERSITY further represents that no person having any such conflict of interest shall be employed for said performance of services.

The UNIVERSITY 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 UNIVERSITY'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 UNIVERSITY 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 UNIVERSITY. The COUNTY agrees to notify the UNIVERSITY of its opinion by certified mail within thirty (30) days of receipt of notification by the UNIVERSITY. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the UNIVERSITY, the COUNTY shall so state in the notification and the UNIVERSITY 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 UNIVERSITY under the terms of this Agreement.

15. AUTHORITY TO PRACTICE

The UNIVERSITY hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities

in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY'S representative upon request.

16. REGULATIONS; LICENSING REQUIREMENTS

The UNIVERSITY shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. The UNIVERSITY is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

17. REPRESENTATIVES

- A. The COUNTY'S representative/liaison during the performance of this Agreement shall be Twila Taylor, Director of Residential Treatment & Family Counseling (telephone no. 561-625-2540).
- B. The UNIVERSITY'S representative/liaison during the performance of this Agreement shall be Sarah Ingram-Hering, Director of Field Education (telephone no. 305-899-3930).

18. COUNTERPARTS

This Agreement, including the exhibits referenced herein, may be executed in one or more counterparts all of which shall constitute collectively but one and the same Agreement. The COUNTY may execute the Agreement through electronic or manual means. The UNIVERSITY shall execute the Agreement by manual means only, unless the COUNTY provides otherwise.

19. E-VERIFY – EMPLOYMENT ELIGIBILITY

The UNIVERSITY warrants and represents that it is in compliance with Section 448.095, Florida Statutes, as may be amended. No later than January 1, 2021, the UNIVERSITY shall: (1) register with and use the E-Verify System (E-Verify.gov), to electronically verify the employment eligibility of all newly hired workers; and (2) verify that all of the UNIVERSITY'S subconsultants performing the duties and obligations of this Agreement are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

The UNIVERSITY shall obtain from each of its subconsultants an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in Section 448.095(1)(k), Florida Statutes, as may be amended. The UNIVERSITY shall maintain a copy of any such affidavit from a subconsultant for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement, which requires a longer retention period.

The COUNTY shall terminate this Agreement if it has a good faith belief that the UNIVERSITY has knowingly violated Section 448.09(1), Florida Statutes, as may be amended.

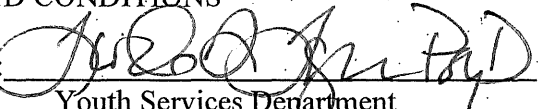
If the COUNTY has a good faith belief that the UNIVERSITY'S subconsultant has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, the COUNTY shall notify the UNIVERSITY to terminate its contract with the subconsultant and the UNIVERSITY shall immediately terminate its contract with the subconsultant.

If the COUNTY terminates this Agreement pursuant to the above, the UNIVERSITY shall be barred from being awarded a future contract by the COUNTY for a period of one (1) year from the date on which this Agreement was terminated. In the event of such contract termination, the UNIVERSITY shall also be liable for any additional costs incurred by the COUNTY as a result of the termination.

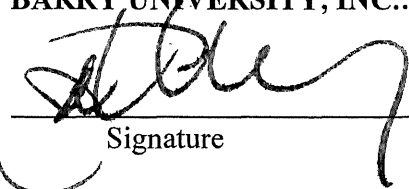
IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the COUNTY and UNIVERSITY has hereunto set its hand the day and year above written.

COUNTY:

APPROVED AS TO TERMS
AND CONDITIONS

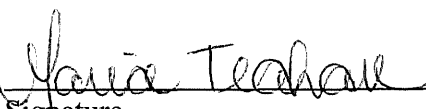
By: 
Youth Services Department

BARRY UNIVERSITY, INC.:


Signature
John Murray
Typed Name
Provost
Title

(corp. seal)

WITNESS:


Signature
Maria Teahan
Name (type or print)

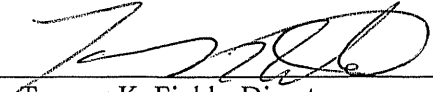
{SIGNATURE PAGES CONTINUED}

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

By: Helene Hvizd
County Attorney

Digitally signed by Helene Hvizd
DN: cn=Helene Hvizd, o=OCW-CATT,
ou=Users, c=United States of America, email=EHVIZD@ocw.org
Reason: I am approving this document with my legally
binding signature
Location: your signing location here
Date: 2021.01.13 09:52:22-0500
Form: PhoenixPDF 3 version: 10.1.0

By: 
Tammy K. Fields, Director
Youth Services Department