



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact**

Fiscal Years	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>
Personal Services	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Capital Expenditures	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
Net Fiscal Impact	* =====	=====	=====	=====	=====

**# ADDITIONAL FTE**

**POSITIONS (Cumulative)**      0                      0                      0                      0                      0

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. \_\_\_\_\_ Prog. \_\_\_\_\_

Rev No: Fund \_\_\_\_\_ Dept. \_\_\_\_\_ Unit \_\_\_\_\_ Rev. \_\_\_\_\_ Prog. \_\_\_\_\_

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

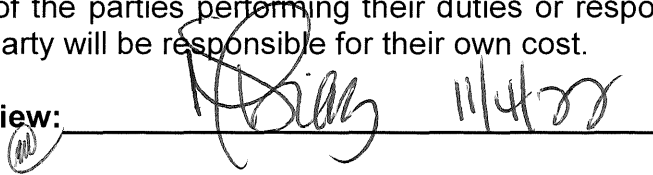
Grant:

Fund:

Unit:

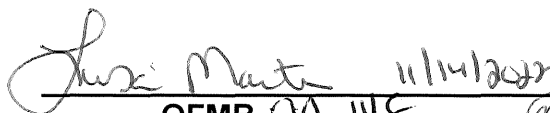
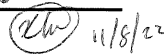
The fiscal impact is indeterminable. This agreement is not intended to create financial obligations between the County PBAU and FAU. In the event that costs are incurred as a result of either or both of the parties performing their duties or responsibilities under these Agreements, each party will be responsible for their own cost.

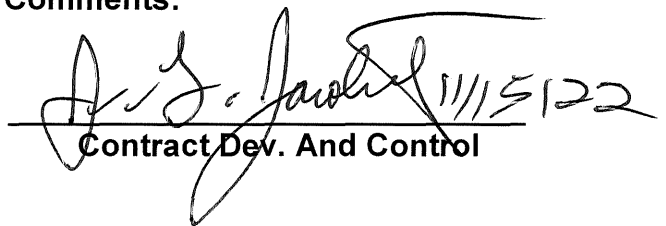
**C. Departmental Fiscal Review:**



**III. REVIEW COMMENTS**

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

  
OFMB 9A 11/8 

  
Contract Dev. And Control

**B. Legal Sufficiency:**

  
Assistant County Attorney

**C. Other Department Review:**

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

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

**AFFILIATION AGREEMENT**  
**BETWEEN**  
**PALM BEACH ATLANTIC UNIVERSITY**  
**AND**  
**PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS**

THIS AFFILIATION AGREEMENT ("Agreement") is made and entered into this 30<sup>th</sup> day of September, by and between Palm Beach Atlantic University, Inc., a Florida not for profit corporation (hereinafter referred to as "PBA"), whose Federal I.D. is 85-8012530472C-9 and Palm Beach County, a political subdivision of the State of Florida by and through its Board of County Commissioners (hereinafter referred to as the "COUNTY").

**WITNESSETH:**

**WHEREAS**, this Agreement establishes the general conditions and joint processes that will enable PBA and the County to collaborate as partners for the placement of student interns: and

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

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

**I. TERM.**

The initial term of this Agreement shall be from September 1, 2022 or the latest date of signature by the parties, whichever is later through August 31, 2027, and this Agreement shall continue for a five (5) year term unless earlier terminated; 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 COUNTY at the time of the notice of termination, except any STUDENTS removed from the program pursuant to Paragraph VIII, should be given the opportunity to complete the practicum experience at the COUNTY, such completion not to exceed three (3) months from the date of notification.

**II. SCOPE OF AGREEMENT.**

PBA and the County shall work together to establish the educational objectives of the internship experience, devise methods for their implementation, and continually evaluate the experience to determine the effectiveness of the internship experience.

**A. RESPONSIBILITIES OF THE COUNTY.**

1. The COUNTY'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 COUNTY's professional staff.
2. The COUNTY agrees that STUDENTS may use its library facilities if available, consistent with program requirements and in accordance with the COUNTY's policies and procedures.

3. The COUNTY will assign the responsibility for the coordination and supervision of STUDENTS to a specific COUNTY professional staff member.
4. The COUNTY shall retain ultimate responsibility for patient care and will maintain administrative and professional supervision of STUDENTS in all aspects of program operations at the COUNTY.
5. The COUNTY will complete and return to PBA all STUDENT evaluation forms in a timely manner.
6. The COUNTY 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 COUNTY with respect to complying with FERPA.

**B. RESPONSIBILITIES OF PBA.**

1. PBA will recommend STUDENT candidates to the COUNTY. The number of, and time for, STUDENTS to be assigned to the COUNTY for specific educational experiences will be jointly determined by PBA and the COUNTY. The schedule for student experiences shall be planned to incorporate course goals and objectives.
2. STUDENTS shall comply with the rules and regulations governing the COUNTY, including all HIPAA rules and regulations. The COUNTY shall acquaint the STUDENTS with such rules and regulations. Upon demand by the COUNTY, PBA shall remove STUDENTS not complying with such rules and regulations.
3. PBA agrees to provide its curriculum, course objectives, program goals, and syllabi to the COUNTY.
4. PBA reserves the right to refuse or discontinue the placement of STUDENTS if the COUNTY does not meet the professional education requirements and standards of PBA.
5. 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 COUNTY prior to the arrival of the first STUDENT at the COUNTY. 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 COUNTY.

**III. NONDISCRIMINATION.**

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 PBA warrants and represents that throughout the term of the Contract, 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 Contract.

As a condition of entering into this Contract, PBA 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, PBA 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 PBA retaliate against any person for reporting instances of such discrimination. PBA 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. PBA understands and agrees that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, 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. PBA shall include this language in its subcontracts.

#### **IV. INSURANCE.**

The PBA shall maintain at its sole expense, in force and effect at all times during the term of this Contract, insurance coverage and limits (including endorsements) as described herein. Failure to maintain at least the required insurance shall be considered default of the Contract. The requirements contained herein, as well as COUNTY's review or acceptance of insurance maintained by PBA, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by PBA under the Contract. PBA agrees to notify the COUNTY at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where the policy allows, coverage shall apply on a primary and non-contributory basis.

- A. Commercial General Liability: PBA shall maintain Commercial General Liability at a limit of liability not less than \$500,000 combined single limit for bodily injury and property damage each occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.

Additional Insured Endorsement: The Commercial General Liability policy shall be endorsed to include, "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents" as an Additional Insured. A copy of the endorsement shall be provided to COUNTY upon request.

- B. Workers' Compensation Insurance & Employer's Liability: PBA and County shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440 of the Florida Statutes.

- C. Professional Liability: PBA shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than \$1,000,000 each occurrence, and \$2,000,000 per aggregate. When a self-insured retention (SIR) or deductible exceeds \$10,000, COUNTY reserves the right, but not the obligation, to review and request a copy of PBA's most recent annual report or audited financial statement. For policies written on a "claims-made" basis, PBA warrants the Retroactive Date equals or precedes the effective date of this Contract. 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 Contract, PBA shall purchase a SERP with a minimum reporting period not less than three (3) years after the expiration of the contract term. The requirement to purchase a SERP shall not relieve the PBA of the obligation to provide replacement coverage. 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.

D. Waiver of Subrogation: Except where prohibited by law, PBA hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy except Professional Liability. 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, then PBA shall 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 that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should PBA enter into such an agreement on a pre-loss basis.

E. Certificates of Insurance: On execution of this contract, renewal, within forty-eight (48) hours of a request by COUNTY, and upon expiration of any of the required coverage throughout the term of this Agreement, the PBA shall deliver to the COUNTY or COUNTY's designated representative a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Contract have been obtained and are in force and effect. Certificates shall be issued to:

Palm Beach County Board of County Commissioners

And may be addressed:

c/o Department

Using the address as indicated in the "Notices" article or another address on agreement of the parties.

F. Right to Revise or Reject: 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.

#### **V. INDEMNIFICATION.**

PBA 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 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 Contract or due to the acts or omissions of PBA.

#### **VI. REMEDIES.**

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 PBA.

## **VII. CONFLICT OF INTEREST.**

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

The PBA 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 PBA'S judgement 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 PBA may undertake

## **VIII. REMOVAL OF STUDENTS.**

The Parties agree that in the event a conflict or problem arises with respect to a student during a practicum and internship experience, the County shall immediately notify PBA of the concern. In the event a mutually satisfactory resolution short of removal cannot be achieved, the County shall have the right to request PBA to withdraw the student whose work or conduct is not in full accord with the County's standards of performance or policies or procedures. Notwithstanding the foregoing, the County may remove a student without prior consultation with PBA if the student poses an immediate threat to the health or safety of County's clients or employees and in any such event, the County shall promptly provide written notice of its action and the reasons for student removal.

## **IX. PUBLIC RECORDS.**

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the PBA: (i) provides a service; and (ii) acts on behalf of the COUNTY as provided under Section 119.011(2) F.S., the PBA shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The PBA is specifically required to:

- A. Keep and maintain public records required by the COUNTY to perform services as provided under this Contract.
- B. Upon request from the COUNTY'S Custodian of Public Records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The PBA further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract, if the PBA does not transfer the records to the public agency.
- D. Upon completion of the Contract the PBA shall transfer, at no cost to the COUNTY, all public records in possession of the PBA unless notified by COUNTY'S representative/liaison, on behalf of the COUNTY'S Custodian of Public Records, to keep and maintain public records required by the COUNTY to perform the service. If the PBA transfers all public records to the COUNTY upon completion of the Contract, the PBA shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the PBA keeps and

maintains public records upon completion of the Contract, the PBA shall meet all applicable requirements for retaining public records. All records stored electronically by the PBA must be provided to COUNTY, upon request of the COUNTY'S Custodian of Public Records, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

Failure of the PBA to comply with the requirements of this article shall be a material breach of this Contract. COUNTY shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. PBA acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

**IF THE PBA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PBA'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, and 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT [RECORDSREQUEST@PBCGOV.ORG](mailto:RECORDSREQUEST@PBCGOV.ORG) OR BY TELEPHONE AT 561-355-6680.**

**X. RELATIONSHIP.**

The COUNTY and the PBA expressly intend that with respect to this Agreement, they shall each be an independent contractor to the other. Further the agents and employees of the COUNTY shall in no way be deemed to be employees or agents of PBA.

- A. The COUNTY 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 practice experiences for STUDENTS.
- B. The COUNTY and PBA will conduct a semiannual review and evaluation of program objectives, student performance, and program outcomes.

**XI. 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.

**XII. 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:

Marcia Bedasse, Dean  
School of Education & Behavioral Studies  
Palm Beach Atlantic University, Inc.  
P. O. Box 24708  
West Palm Beach, FL 33416-4708

As to the COUNTY:

Jannifer Diaz, Therapy Coordinator  
PBC Victim Services  
205 N. Dixie Highway, Suite 5.1100  
West Palm Beach FL 33401

**XIII. 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.

**XIV. 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.

**XV. ACCESS AND AUDITS.**

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 PBA, 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, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

**XVI. 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 be in Palm Beach County, Florida.

**XVII. E-VERIFY - EMPLOYMENT ELIGIBILITY.**


PBA warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of PBA's subconsultants performing the duties and obligations of this CONTRACT are registered with the E-Verify System, and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

PBA 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. PBA 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 CONTRACT which requires a longer retention period.


COUNTY shall terminate this CONTRACT if it has a good faith belief that PBA has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that PBA's subconsultant has knowingly violated section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify PBA to terminate its contract with the subconsultant and PBA shall immediately terminate its contract with the subconsultant. If COUNTY terminates this CONTRACT pursuant to the above, PBA shall be barred from being awarded a future contract by COUNTY for a period of one (1) year from the date on which this CONTRACT was terminated. In the event of such contract termination, PBA shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first written above.


**PALM BEACH COUNTY, FLORIDA  
BOARD OF COUNTY COMMISSIONERS**

By:   
**Verdenia C. Baker  
County Administrator**

**PALM BEACH ATLANTIC UNIVERSITY, INC.**

By:   
**Name: Marcia Bedasse  
Title: Dean, School of Education &  
Behavioral Studies**

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

By:  10/4/22  
**Assistant County Attorney**

**APPROVED AS TO TERMS AND  
CONDITIONS**

By:   
**Stephanie Sejnoha  
Department Director**

**AGREEMENT  
BETWEEN  
FLORIDA ATLANTIC UNIVERSITY  
AND  
PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS**

This Agreement is entered into on October 31, 2022 by and between Florida Atlantic University Board of Trustees ("FAU"), a public body corporate of the State of Florida and Palm Beach County, a political subdivision of the State of Florida by and through its Board of County Commissioners ("County"), each referred to herein as a "Party" and, collectively, as the "Parties."

**WITNESSETH**

**WHEREAS**, this Agreement establishes the general conditions and joint processes that will enable FAU and the County to collaborate as partners for the placement of student interns; and

**WHEREAS**, FAU has curricula leading to a degree in the Department of Counselor Education; and

**WHEREAS**, practicum and internship experience is a required and integral component of the Mental Health Counseling curriculum; and

**WHEREAS**, FAU desires the cooperation of the County in the development and implementation of the practicum and internship experience phase of its Mental Health Counseling program; and

**WHEREAS**, the County wishes to join FAU in the development and implementation of the practicum and internship experience for Mental Health Counseling student.

**NOW THEREFORE**, subject to controlling law, rules, regulations and governing policies and/or procedures, and in consideration of the mutual interests and understandings expressed herein, the Parties agree as follows:

**I. TERM OF AGREEMENT**

The term of this Agreement shall commence retroactive to September 1, 2022 and shall continue until August 31, 2027 for a term of five (5) years unless earlier terminated.

**II. SCOPE OF AGREEMENT**

FAU and the County shall work together to establish the educational objectives of the practicum and internship experience, devise methods for their implementation, and continually evaluate the experience to determine the effectiveness of the practicum and internship experience.

1. **Program Agreement:** To become effective, all agreements shall be reduced to writing, executed by authorized representatives of County and FAU.
2. **Conflict:** In the event of conflict between the text of the Program Agreement and the text of this Agreement, this Agreement shall govern.

A. Responsibilities of FAU

1. Require that students will abide by the rules of County insofar as those rules do not conflict with Florida Statutes; Florida Atlantic University regulations, policies, and/or procedures; or Florida Board of Governors Regulations; and will withdraw any student from the agency at the request of County for sufficient cause.
2. Give notice to County of the number and names of the students it would like to have enter the County for the internship program prior to commencement of any semester and arrange for County staff to interview the student(s).
3. Allow only those Students who have satisfactorily completed those portions of FAU's curriculum that are prerequisite to practicum or internship.
4. Provide educational workshops and/or information pertinent to education for the County staff that has teaching or supervisory responsibilities.
5. Be responsible for establishing guidelines and objectives for the instruction of the students of the FAU and screen them for preparedness for placement. FAU understands that the County reserves the option to review students' resumes, interview student applicants for placement, and accept or decline a student's placement with the County.
6. Be responsible for monitoring the learning experiences of the Students.
7. Notify the County of its proposed schedule of student assignments, including, but not limited to, the students' names, level of academic preparation, and length of and dates for the practicum and internship experience.
8. Require that all students be aware of liability insurance requirements during their assignment to the County. The student is responsible for his/her own health insurance since the County will not provide this.
9. Provide the field educator/supervisor with a certificate of participation upon their request redeemable for college course at FAU as may be available under Florida law and applicable rules and regulations.
10. Designate a member of FAU's faculty to coordinate the educational experience of Students participating in the practicum or internship. The designated FAU faculty member will provide a group supervision session to the Students for at least one hour per week.
11. Inform students that they are to maintain confidentiality of communications and records with regards to the County's clients.
12. Inform the students that they must comply with County requirements, such as background check, drug screening, and others.
13. Advise the assigned students of their responsibility for complying with the County's applicable policies and procedures.

**B. Responsibilities of the County**

1. Provide the Students with clinical experiences of minimum clock hours as specified below over the course of the semester on-site in the County with at least 40% of the time spent in direct contact with clients involving experience counseling individuals, families and/or groups.
  - a. Beginning Practicum: minimum of 150 total clock hours (60 hours direct contact)
  - b. Advanced Practicum: minimum of 250 clock hours (100 hours direct contact)
  - c. Internship: minimum of 600 clock hours (240 hours direct contact)
2. Provide the opportunity for the Students to make a minimum of 5 audio and/or video tapes of his or her counseling for the purpose of clinical supervision, with the permission of the clients via a signed informed consent and release form approved by the County.
3. Provide the Students with clinical cases that are appropriate to their present level of training and competence.
4. Designate one primary on-site supervisor (hereinafter "Supervisor") for the Students. The on-site Supervisor must be licensed and eligible as a Supervisor. Site supervisors have (1) a minimum of a master's degree, preferably in counseling, or a related profession; (2) relevant certifications and/or licenses; (3) a minimum of two years post license pertinent professional experience in the specialty area in which the student is enrolled; (4) knowledge of the program's expectations, requirements, and evaluation procedures for students; and (5) relevant training in counseling supervision. The County will provide time for the on-site Supervisor to hold an individual supervision session with the Students for at least one hour per week with the qualified Supervisor.
5. Guide the Students toward a greater synthesizing of theory into applied counseling practice.
6. Guide and facilitate the Students in completing progress notes and forms and other aspects of the organizational structure of the field setting as required by the County.
7. Contribute to and facilitate the Students' efforts to understand, appreciate, and appropriately employ the legal and ethical standards of the profession.
8. Provide time for the on-site Supervisor to evaluate the Students' performance in an on-going manner and provide a final evaluation on the appropriate form.
9. Provide the Students with an appropriate setting to ensure client confidentiality during counseling sessions, office supplies, telephones and other arrangement that enable the Students to function effectively, as well as adequate provisions for safeguarding confidential materials such as treatment notes and client records.
10. Communicate immediately with FAU's faculty any concern regarding the Students' learning or professional behavior.
11. Provide training to students with a diverse population of appropriate cases in a wide range of assessment and intervention techniques.
12. Determine the number of students that it can accommodate during a given period of time.

13. Orient the students to the County and to provide the students with a copy of (and review with the students) the County's applicable policies, procedures, rules and regulation with which the students are expected to comply.
14. Allow representatives of FAU's accrediting bodies and FAU's faculty to visit the facilities in which the County administers Students' internship experience.
15. Subject to compliance with Florida's public records laws, to maintain in confidence all student information, including, but not limited to, academic, health, background check and/or drug screen information provided to or obtained by County, and in connection therewith to comply with all applicable laws and regulations.
16. Call 911 to obtain emergency medical services for the student, at the expense of the student, in the event of an apparent medical emergency while the student is at the County Facilities, providing that the site supervisor is aware of the incident.

C. Responsibilities of Students: Students will be:

1. Required to follow County and FAU's policies, procedures, and operating standards.
2. Responsible for completing all required documentation and assignments required by the Department of Counselor Education and on-site Supervisor.
3. Responsible for preparing for and participating in regular supervision sessions.
4. Responsible to act professionally and ethically, to maintain confidentiality, and to elevate services to clients above self-interest.
5. Responsible to obtain the permission of the clients via a signed informed consent and release form for audio and/or video tapes of his or her counseling.
6. Required to purchase and maintain professional liability insurance, with minimum limits of \$1 million/\$3 million, for the duration of the Students' participation in the Program.

**III. FINANCIAL OBLIGATIONS**

The Parties acknowledge that this Agreement is not intended to create financial obligations between the Parties. In the event that costs are incurred as a result of either or both of the Parties performing their duties or responsibilities under this Agreement, each Party agrees to be responsible for their own costs.

**IV. AGREEMENT MANAGEMENT**

Changes to a designated contact contained in this section shall be made via written notification to the address set forth below.

A. County Agreement Administrator

The Agreement Administrator is responsible for maintaining the official Agreement file, processing any amendments or termination of the Agreement, and maintaining records of all formal correspondence between the Parties regarding administration of this Agreement.

The address, e-mail, and telephone number of the County's Agreement Administrator is:

Nicole Bishop  
Palm Beach County Board of County Commissioners  
Director, Division of Victim Services  
205 North Dixie Highway  
West Palm Beach, FL 33401  
561-355-1723 (office)  
561- 723-4789 (cell)  
nbishop@pbcgov.org(e-mail)

**B. Agreement Managers**

The Parties have identified the following individuals as Agreement Managers. These individuals are responsible for enforcing performance of the Agreement terms and conditions and shall serve as liaison regarding issues arising out of this Agreement.

**FOR FAU**

**Dr. Carman Gill**  
Professor and Chair of Department  
Counselor Education  
Florida Atlantic University  
777 Glades Road  
  
ED 47, Room 279  
Boca Raton, FL 33431  
Gille@fau.edu

**FOR THE COUNTY**

Jannifer Diaz, LMHC  
**PBC Victim Services**  
205 N. Dixie Highway, Suite 5.1100  
West Palm Beach, FL 33401  
Office: 561-355-2383  
Fax: 561-355-2757  
E-mail: JDiaz2@pbcgov.org

**For all Legal Notices to County**  
Palm Beach County Attorney's Office  
Attn: Public Safety-Victim Services  
301 North Olive Avenue, Suite 601  
West Palm Beach, Florida 33401  
Telephone: 561-355-2225  
Fax: 561-659-7974

**V. REVIEW AND MODIFICATION**

Modifications to the provisions of this Agreement, with the exception of Section IV, AGREEMENT MANAGEMENT, shall only be valid by a formal written amendment to the Agreement.

## **VI. TERMINATION**

This Agreement may be terminated at any time upon the mutual consent of both Parties, or unilaterally by either party, with or without cause, upon no less than sixty (60) calendar days' notice. Furthermore, either party may terminate this Agreement by written notice if the other party is in breach of any provision of this Agreement and fails to cure the breach within twenty (20) days of receipt of written notice specifying the breach. Notwithstanding the foregoing, in the event County terminates this Agreement without cause, Students participating in the internship experience at the time of County's termination without cause shall be provided the opportunity to complete their internship experience.

## **VII. OTHER CONDITIONS**

### **A. Public Records**

FAU understands and acknowledges that Chapter 119 and Chapter 945.10, Florida Statutes are applicable to this Agreement and that all "records," as defined in Chapter 119, Florida Statutes, obtained in the performance of this Agreement are public records, and will be maintained by County as public records in accordance with applicable state and federal law, even if obtained from FAU, unless otherwise exempt and/or confidential under Florida law. County shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as required or authorized by law. FAU shall retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) that relate to FAU's performance of this Agreement for a period of five (5) years after the expiration or termination of this Agreement. If an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings.

### **B. Liability**

To the extent provided under Section 768.28 of the Florida Statutes, the FAU assumes any and all risks of personal injury and property damage, deprivation, or infringement (including, but not limited to, intellectual property) attributable to the negligent acts or omissions of FAU and its officers, employees, servants, and agents while acting within the course and scope of their employment by FAU. Nothing contained herein shall be construed or interpreted as (1) denying to FAU any remedy or defense available to it under the laws of the State of Florida; (2) the consent of FAU, its affiliates, the Florida Board of Governors, the State of Florida or their respective officers, employees, servants, agents, agencies, political subdivisions, or public bodies corporate to be sued; (3) a waiver of sovereign immunity by FAU, its affiliates, the Florida Board of Governors, the State of Florida or their respective officers, employees, servants, agents, agencies, political subdivisions, or public bodies corporate beyond the waiver provided in Section 768.28, Florida Statutes; or (4) constituting a hold harmless or indemnification agreement by FAU.

### **C. Insurance**

FAU and County acknowledge that each Party is self-insured for tort liability with limits of \$200,000 per claimant/ \$300,000 per occurrence, pursuant to section 768.28, Florida Statutes, with said protection being applicable to officers, servants, and agents while acting within the scope of their employment or agency. Furthermore, nothing contained herein shall be construed or interpreted as: (i) denying to either Party any remedy or defense available to such party under the laws of the



State of Florida; (ii) the consent of FAU, the Board of Governors, or its affiliates, nor the County to be sued; (iii) a waiver of sovereign immunity of FAU or the County beyond the waiver provided in Section 768.28 Florida Statutes, or (iv) constituting a hold harmless agreement on the part of either FAU or the County.

D. Confidentiality

Except as required by law, including Florida's Public Records Laws, the Parties shall ensure all staff assigned to this Agreement maintains confidentiality with reference to individual participants in accordance with applicable local, state, and federal laws, rules and regulations.

E. FERPA

For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA) and the Program, the FAU hereby designates the County as a school official with a legitimate educational interest in the educational records of the Students who participate in the practicum or internship to the extent that access to the records are required by the County.

F. Disputes

Any dispute concerning performance of the terms of this Agreement shall be resolved informally by the Agreement Managers. Any dispute that cannot be resolved informally shall be reduced to writing and delivered to the County's Director of the Division of Victim Services who shall decide the dispute, reduce the decision to writing, and deliver a copy to the Parties, the Agreement Managers and the Agreement Administrator. If the decision is not acceptable to FAU, then FAU may cancel this Agreement immediately.

G. Notices

All legal notices and elections (collectively, "Notices") to be given or delivered by or to any Party hereunder shall be in writing and shall be (as elected by the Party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service, tele-copied or faxed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any Notice shall be the date of delivery of the Notice if by personal delivery, courier services, or national overnight delivery service; the date of transmission with confirmed answer back if by tele-copier or fax if transmitted before 5 p.m. on a business day and on the next business day if transmitted after 5 p.m. or on a non-business day; or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The Parties hereby designate the addresses contained in Section IV above as the addresses to which legal Notices may be delivered, and delivery to the addresses designated therein shall constitute binding notice given to such Party.

H. Health Insurance Portability and Accountability Act

The Parties shall comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (42 U. S. C. 1320d-8), and all applicable regulations promulgated there under. Agreement to comply with HIPAA is evidenced by the execution of this Agreement.

I. Sovereign Immunity

FAU and the County are political subdivisions of the State as defined in section 768.28, Florida Statutes, and each shall furnish to the other, upon request, written verification of liability protection (self-insured) in accordance with the limits set forth in section 768.28, Florida Statutes.

J. Employee Status

The Parties hereto acknowledge that their relationship is that of independent contractors. No employee/student of either party shall be deemed an employee of the other party. Nothing contained herein shall be construed to create an employer-employee, agency, partnership or joint venture relationship between the Parties.

K. Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Agreement or interruption of performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.

L. Cooperation with Inspector General

Notwithstanding any other provision in this Agreement, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, Sections 2-421-2-440, as 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 FAU, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

L. Nondiscrimination

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 R-2017-1770, as may be amended. FAU 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 of either Party to meet the requirements of this Section L shall be considered default of the Agreement.

M. Appropriations

The County's performance and obligations under this Agreement for subsequent fiscal years is contingent upon annual appropriations for its purpose.

N. Counterparts

The Parties may execute this Agreement in whole or counterparts, and execution of counterparts shall have the same force and effect as if the Parties had signed the same instrument. Signatures transmitted by facsimile shall have the same effect as original signatures.

O. 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 County or FAU.

P. Governing Law and Venue

This Agreement shall be governed by and interpreted according to the laws of the State of Florida and venue shall be in Palm Beach County.

Q. Effective Date

This Agreement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when signed by all Parties and approved by the Palm Beach County Board of County Commissioners.

R. Regulations; Licensing Requirements

FAU shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion.

S. E-Verify Employment Eligibility

The Parties warrant and represent that they are in compliance with section 448.095, Florida Statutes, as may be amended, and that the Parties: (1) are registered with the E-Verify System (E-Verify.gov), and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers; (2) covenant to continue to do so throughout the term of this Agreement; and (3) further covenants to comply with the other applicable requirements of Section 448.095, Florida Statutes.

(The remaining portion of this page is intentionally left blank.)

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized.

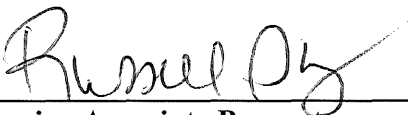
**PALM BEACH COUNTY, FLORIDA  
BOARD OF COUNTY COMMISSIONERS**


By:   
**Verdenia C. Baker**  
**County Administrator**


**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

By:  10/14/22  
**Assistant County Attorney**

**FLORIDA ATLANTIC UNIVERSITY  
BOARD OF TRUSTEES**

By:   
**Senior Associate Provost**

By:   
**Dean of College of Education**

By:   
**Counseling Department, Chair**

**APPROVED AS TO TERMS  
AND CONDITIONS**

By:   
**Division Director**  
**Department**