

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</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 _____
 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 BARRY and NSU. 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: NC [Signature] 4/17/23

III. REVIEW COMMENTS

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

[Signature] 5/2/23
 OFMB JH 5/2/23 05/02

5/8/23
5/11/23
[Signature]
 Contract Dev. And Control
5/5/23

B. Legal Sufficiency:

[Signature] 5/16/23
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

**AGREEMENT
BETWEEN
BARRY UNIVERSITY
AND
PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS**

This Agreement is entered into on _____, by and between Barry University ("BARRY"), a not for profit corporation, and Palm Beach County, a political subdivision of the State of Florida by and through its Board of County Commissioners ("County"), which are the Parties hereto.

WITNESSETH

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

WHEREAS, BARRY desires the Students enrolled in its Social Work Program to obtain social work experience; and rewrote this based off the Barry documents

WHEREAS, practicum and internship experience is a required and integral component of Social Work training; and

WHEREAS, BARRY desires the cooperation of the County in the development and implementation of the practicum and internship experience phase of its Social Work program; and

WHEREAS, the County wishes to join BARRY in the development and implementation of the practicum and internship experience for Social Work students.

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 on the date on which it is approved by the Board of County Commissioners, Palm Beach County and shall continue for a term of five (5) years unless earlier terminated.

II. SCOPE OF AGREEMENT

BARRY 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.

A. Responsibilities of BARRY

1. To provide to the County the clinical and training objectives and requirements of the practicum and internship program.
2. To inform students that they must comply with the Ethical Principles of the American Counseling Association and chapter 491, Florida Statutes.

3. To establish and maintain ongoing communication with the site supervisors of the County, and to provide the County with materials pertinent to BARRY's Social Work 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.
4. To 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.
5. To refer to the County only those students who have satisfactorily completed the prerequisite didactic portion of the curriculum required for the practicum and internship experience. BARRY 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. To inform the students that they must comply with County requirements, such as background check, drug screening, and others.
7. To advise the assigned students of their responsibility for complying with the County's applicable policies and procedures.
8. To designate an adjunct faculty member to serve as Field Advisor/Mentor to the Student and as consultant to the Agency for the duration of the Student's Field placement.

B. Responsibilities of the County

1. To provide to the students an organized training program characterized by a logical, planned sequence of training opportunities in both assessment and intervention.
2. To designate a site supervisor for the students at the County, to designate a qualified agency employed social worker as the student's designated Field Educator. For Bachelor of Social Work ("BSW") Students, a BSW or Master of Social Work ("MSW") degreed Social Worker with two (2) years of post-graduation practice experience, and for MSW Student's an MSW degreed Social Worker with two (2) years of post-graduation practice experience. This supervisor will be employed by the County and be responsible for the planning, implementation, and supervision of the practicum and internship experience for students. The clinician so designated shall abide by the Ethical Standards of the American Counseling Association or other relevant professional organization regarding the supervision of students. This clinician must be at the practicum and internship site for a minimum of twenty (20) hours per week, and provide a minimum of one (1) hour per student per week of face-to-face supervision.
3. To provide training to students with a diverse population of appropriate cases in a wide range of assessment and intervention techniques.
4. To provide the physical facilities necessary to conduct the practicum and internship experience, including appropriate rooms to provide service to clients and secure storage space for confidential notes and other materials. Students will obtain appropriate informed consent from clients on forms provided by the County prior to any interventions with County's clients.
5. To have available a written description of the practicum and internship experience being offered.
6. To advise BARRY of any changes in its personnel, operations, or policies which may affect the practicum and internship experience.
7. To determine the number of students that it can accommodate during a given period of time.

8. To 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.
9. To insure that students receive a minimum of 40 direct service hours (out of a minimum of 150 hour placement) during the Practicum semester and a minimum of 240 hours of direct service hours (out of a minimum of 600 hour placement) during the two semester internship experience.
10. To evaluate the performance of the assigned students on a regular basis using the evaluation forms provided by BARRY. The County's supervisor shall send the completed evaluations to BARRY within one (1) week following the conclusion of each semester of the student's practicum and internship experience.
11. To allow students an opportunity to evaluate the practicum and internship site on a yearly basis.
12. To advise BARRY at least by mid-term or earlier upon discovery of any serious deficit noted in the ability of the assigned students to progress toward achievement of the stated objectives of the practicum and internship experience. The assigned students, the County site supervisors, the BARRY's faculty instructor, and the Associate Director of Clinical Training at BARRY will attempt to devise a plan by which the students may be assisted in achieving the stated objectives.
13. To allow representatives of BARRY's accrediting bodies and University faculty to visit the County.
14. 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.
15. To 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, if the site supervisor is aware of the incident.

C. 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 BARRY of the concern. In the event a mutually satisfactory resolution short of removal cannot be achieved, the County shall have the right to request BARRY 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 BARRY if the student poses an immediate threat to the health or safety of County's patients or employees and in any such event, the County shall promptly provide written notice to BARRY of its action and the reasons for student removal.

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 BARRY

Dr. John Murray
Barry University
School of Social Work
11300 NE 2nd Avenue
Miami Shores, FL 33161
Phone: 305-899-3900

FOR THE COUNTY

Jeannie Hoban, LCSW, QS
Victim Services Project Coordinator
4210 B Australian Avenue
West Palm Beach, FL 3340y
Office: 561-625-2526
Fax: 561-355-2757
E-mail: Jhoban@pbcgov.org

Reentry

Arlene Griffiths
Reentry Program Coordinator
301 N. Olive Avenue, 1001
West Palm Beach, FL 33401
Office: 561-355-2135
Fax: 561-242-7379
E-mail: agriffiths@pbcgov.org

PBC Fire Rescue

Lauren D. Young-Work, LCSW
Medical Social Work & MIH Coordinator
405 Pike Road
West Palm Beach FL 33411
Office: 561-616-7079
Fax: 561-242-6867
E-Mail: Ldyoung@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 be valid only through execution of 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 default hereunder and fails to cure the default within twenty (20) days of receipt of written notice specifying the default. The Parties agree that termination shall not prevent any students on practicum and internship experiences at the time from completing their assignments pursuant to the terms contained herein.

VII. OTHER CONDITIONS

A. Public Records Law

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the CONSULTANT: (i) provides a service; and (ii) acts on behalf of the County as provided under section 119.011(2) Florida Statutes, BARRY shall comply with the requirements of section 119.0701, Florida Statutes, as it may be amended from time to time BARRY 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, Florida Statutes, or as otherwise provided by law. BARRY 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 BARRY does not transfer the records to the public agency.
- d. Upon completion of the Contract BARRY shall transfer, at no cost to the County, all public records in possession of BARRY 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 BARRY transfers all public records to the County upon completion of the Contract, BARRY shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If BARRY keeps and maintains public records upon completion of the Contract, BARRY shall meet all applicable requirements for retaining public records. All records stored electronically by BARRY 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 BARRY 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. BARRY acknowledges that it has familiarized itself with the

requirements of chapter 119, Florida Statutes, and other requirements of state law applicable to public records not specifically set forth herein.

IF BARRY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO BARRY'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, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

B. Indemnification

BARRY 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 Agreement or due to the acts or omissions of BARRY, its agents, employees or contractors.

C. Confidentiality

The Parties shall ensure all staff assigned to this Agreement maintains confidentiality with reference to individual participants receiving services in accordance with applicable local, state, and federal laws, rules and regulations.

D. 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 BARRY, then BARRY may cancel the Agreement immediately.

E. 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, or on the date of transmission with confirmed answer back if by telecopier or fax if transmitted before 5PM on a business day and on the next business day if transmitted after 5PM 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.

F. 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.

G. Insurance

BARRY 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 BARRY, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by BARRY under the Contract. BARRY 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: BARRY 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: BARRY shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440 of the Florida Statutes.

- c. Professional Liability: BARRY 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 BARRY's most recent annual report or audited financial statement. For policies written on a "claims-made" basis, BARRY 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, BARRY 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 BARRY 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, BARRY 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 BARRY 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 BARRY 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 BARRY 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 Holly DiBenedetto, Program Manager
Palm Beach County Victim Services
200 W. Atlantic Avenue Suite 1E-301
Delray Beach FL 33444

- 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.

H. 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.

I. 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.

J. 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 the BARRY, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

K. 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.

- L. Appropriations
The County's performance and obligations under this Agreement for subsequent fiscal years is contingent upon annual appropriations for its purpose.
- M. Counterparts
The Parties may execute this Amendment 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.
- N. Conflict of Interest
BARRY 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. BARRY further represents that no person having any such conflict of interest shall be employed for said performance of services.
- BARRY 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 BARRY'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 BARRY 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 BARRY. The County agrees to notify BARRY of its opinion by certified mail within thirty (30) days of receipt of notification by BARRY. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by BARRY, the County shall so state in the notification and BARRY 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 BARRY under the terms of this Contract.
- O. 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 County or BARRY.
- O. 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.
- P. 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.

Q. Regulations; Licensing Requirements

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

R. Severability

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

S. Entirety of Contractual Agreement

The COUNTY and the CONSULTANT agree that this Contract 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 Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article V, Review and Modification.

T. E-Verify – Employment Eligibility

BARRY 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 BARRY'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.

BARRY 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. BARRY 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 BARRY has knowingly violated section 448.09(1), Florida Statutes, as may be amended. If County has a good faith belief that BARRY's subconsultant has knowingly violated section 448.09(1), Florida Statutes, as may be amended, County shall notify BARRY to terminate its contract with the subconsultant and BARRY shall immediately terminate its contract with the subconsultant. If County terminates this Contract pursuant to the above, BARRY 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, BARRY shall also be liable for any additional costs incurred by County as a result of the termination.

(The remainder of this page was intentionally left blank.)

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

ATTEST:
JOSEPH ABRUZZO
CLERK AND COMPTROLLER

PALM BEACH COUNTY,
a political subdivision of the State of Florida

By: _____
Deputy Clerk

By: _____
Gregg K. Weiss, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
Department Director

BARRY UNIVERSITY

BY: _____
Dr. John Murray
Provost

**AGREEMENT
BETWEEN
NOVA SOUTHEASTERN UNIVERSITY, INC.
AND
PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS**

This Agreement is entered into on _____, by and between Nova Southeastern University, Inc. ("NSU"), a not for profit corporation, and Palm Beach County, a political subdivision of the State of Florida by and through its Board of County Commissioners ("County"), which are the Parties hereto.

WITNESSETH

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

WHEREAS, NSU has a curricula leading to a M.S. in Mental Health Counseling; and

WHEREAS, practicum and internship experience is a required and integral component of Social Work training; and

WHEREAS, NSU 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 NSU in the development and implementation of the practicum and internship experience for mental health counseling students.

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 on the date on which it is approved by the Board of County Commissioners, Palm Beach County and shall continue for a term of five (5) years unless earlier terminated.

II. SCOPE OF AGREEMENT

NSU 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.

A. Responsibilities of NSU

1. To provide to the County the clinical and training objectives and requirements of the practicum and internship program.
2. To inform students that they must comply with the Ethical Principles of the American Counseling Association and chapter 491, Florida Statutes.
3. To establish and maintain ongoing communication with the site supervisors of the County, and to provide the County with materials pertinent to NSU's mental health counseling 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.

4. To 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.
5. To refer to the County only those students who have satisfactorily completed the prerequisite didactic portion of the curriculum required for the practicum and internship experience. NSU 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. To inform the students that they must comply with County requirements, such as background check, drug screening, and others.
7. To advise the assigned students of their responsibility for complying with the County's applicable policies and procedures.

B. Responsibilities of the County

1. To provide to the students an organized training program characterized by a logical, planned sequence of training opportunities in both assessment and intervention.
2. To designate as site supervisor for the students at the County, a person who possesses a minimum of a master's level clinician status in mental health counseling, clinical social work, psychology or related field who possesses sufficient experience beyond his/her degree to qualify him/her to fill the role of supervisor. This supervisor will be employed by the County and be responsible for the planning, implementation, and supervision of the practicum and internship experience for students. The clinician so designated shall abide by the Ethical Standards of the American Counseling Association or other relevant professional organization regarding the supervision of students. This clinician must be at the practicum and internship site for a minimum of twenty (20) hours per week, and provide a minimum of one (1) hour per student per week of face-to-face supervision.
3. To provide training to students with a diverse population of appropriate cases in a wide range of assessment and intervention techniques.
4. To provide the physical facilities necessary to conduct the practicum and internship experience, including appropriate rooms to provide service to clients and secure storage space for confidential notes and other materials (the "Facilities" shall mean the rooms assigned to provide services to clients). Students will obtain appropriate informed consent from clients on forms provided by the County prior to any interventions with County's clients.
5. To have available a written description of the practicum and internship experience being offered.
6. To advise NSU of any changes in its personnel, operations, or policies which may affect the practicum and internship experience.
7. To determine the number of students that it can accommodate during a given period of time.
8. To 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.

9. To insure that students receive a minimum of 40 direct service hours (out of a minimum of 150 hour placement) during the Practicum semester and a minimum of 240 hours of direct service hours (out of a minimum of 600 hour placement) during the two semester internship experience.
 10. To evaluate the performance of the assigned students on a regular basis using the evaluation forms provided by NSU. The County's supervisor shall send the completed evaluations to NSU within one (1) week following the conclusion of each semester of the student's practicum and internship experience.
 11. To allow students an opportunity to evaluate the practicum and internship site on a yearly basis.
 12. To advise NSU at least by mid-term or earlier upon discovery of any serious deficit noted in the ability of the assigned students to progress toward achievement of the stated objectives of the practicum and internship experience. The assigned students, the County site supervisors, the NSU's faculty instructor, and the Associate Director of Clinical Training at NSU will attempt to devise a plan by which the students may be assisted in achieving the stated objectives.
 13. To allow representatives of NSU's accrediting bodies and University faculty to visit the County.
 14. 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.
 15. To 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, if the site supervisor is aware of the incident.
- C. 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 NSU of the concern. In the event a mutually satisfactory resolution short of removal cannot be achieved, the County shall have the right to request NSU 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 NSU if the student poses an immediate threat to the health or safety of County's patients or employees and in any such event, the County shall promptly provide written notice to NSU of its action and the reasons for student removal.

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 NSU

Nova Southeastern University
College of Psychology
Attn: Dean, College of Psychology
3301 College Avenue
Fort Lauderdale, FL 33314
Phone: 954-262-5885

FOR THE COUNTY

Jannifer Diaz, LMHC
Licensed Therapy Coordinator
205 N. Dixie Hwy. Suite 5.1100
West Palm Beach, FL 33401
Office: 561-355-3603
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 be valid only through execution of 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 default hereunder and fails to cure the default within twenty (20) days of receipt of written notice specifying the default. The Parties

agree that termination shall not prevent any students on practicum and internship experiences at the time from completing their assignments pursuant to the terms contained herein.

VII. OTHER CONDITIONS

A. Public Records Law

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the CONSULTANT: (i) provides a service; and (ii) acts on behalf of the County as provided under section 119.011(2) Florida Statutes, NSU shall comply with the requirements of section 119.0701, Florida Statutes, as it may be amended from time to time NSU 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, Florida Statutes, or as otherwise provided by law. NSU 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 NSU does not transfer the records to the public agency.
- d. Upon completion of the Contract NSU shall transfer, at no cost to the County, all public records in possession of NSU 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 NSU transfers all public records to the County upon completion of the Contract, NSU shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If NSU keeps and maintains public records upon completion of the Contract, NSU shall meet all applicable requirements for retaining public records. All records stored electronically by NSU 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 NSU 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. NSU acknowledges that it has familiarized itself with the requirements of chapter 119, Florida Statutes, and other requirements of state law applicable to public records not specifically set forth herein.

IF NSU HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO NSU'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, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT

B. Indemnification

NSU 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 Agreement or due to the acts or omissions of NSU, its agents, employees or contractors.

C. Confidentiality

The Parties shall ensure all staff assigned to this Agreement maintains confidentiality with reference to individual participants receiving services in accordance with applicable local, state, and federal laws, rules and regulations.

D. 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 NSU, then NSU may cancel the Agreement immediately.

E. 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, or on the date of transmission with confirmed answer back if by telecopier or fax if transmitted before 5PM on a business day and on the next business day if transmitted after 5PM 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.

F. 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.

G. Insurance

The NSU 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 NSU, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by NSU under the Contract. NSU 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: NSU 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: NSU shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440 of the Florida Statutes.
- c. Professional Liability: NSU 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 NSU's most recent annual report or audited financial statement. For policies written on a "claims-made" basis, NSU 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, NSU 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 NSU 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, NSU 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 NSU 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 NSU 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 NSU 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:
Holly DiBenedetto, Program Manager
c/o Department of Public Safety, Division of Victim Services
200 W. Atlantic Avenue Suite 1E-301
Delray Beach FL 33484

- 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.
- H. 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.
- I. 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.
- J. 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 the NSU, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.
- K. 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.
- L. Appropriations
The County's performance and obligations under this Agreement for subsequent fiscal years is contingent upon annual appropriations for its purpose.

- M. Counterparts
The Parties may execute this Amendment 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.
- N. Conflict of Interest
NSU 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. NSU further represents that no person having any such conflict of interest shall be employed for said performance of services.
- NSU 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 NSU'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 NSU 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 NSU. The County agrees to notify NSU of its opinion by certified mail within thirty (30) days of receipt of notification by NSU. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by NSU, the County shall so state in the notification and NSU 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 NSU under the terms of this Contract.
- O. 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 County or NSU.
- O. 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.
- P. 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.
- Q. Regulations; Licensing Requirements
NSU shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. NSU 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.

R. Severability

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

S. Entirety of Contractual Agreement

The COUNTY and the CONSULTANT agree that this Contract 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 Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article V, Review and Modification.

T. E-Verify – Employment Eligibility

NSU 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 NSU'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.

NSU 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. NSU 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 NSU has knowingly violated section 448.09(1), Florida Statutes, as may be amended. If County has a good faith belief that NSU's subconsultant has knowingly violated section 448.09(1), Florida Statutes, as may be amended, County shall notify NSU to terminate its contract with the subconsultant and NSU shall immediately terminate its contract with the subconsultant. If County terminates this Contract pursuant to the above, NSU 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, NSU shall also be liable for any additional costs incurred by County as a result of the termination.

(The remainder of this page was intentionally left blank.)

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

ATTEST:
JOSEPH ABRUZZO
CLERK AND COMPTROLLER

PALM BEACH COUNTY,
a political subdivision of the State of Florida

By: _____
Deputy Clerk

By: _____
Gregg K. Weiss, Mayor

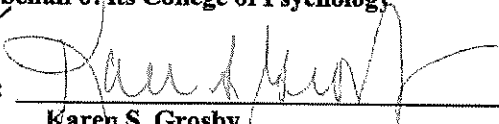
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: 
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: 
Department Director

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

BY: 
Karen S. Grosby
Dean, College of Psychology