

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

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Meeting Date: March 5, 2024	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing

Department: Department of Public Safety
Submitted By: Department of Public Safety
Submitted For: Division of Victim Services

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I. EXECUTIVE BRIEF

Motion and Title: **Staff recommends motion to approve:** Agreement with Florida State University (FSU) to collaborate as partners for the placement of social work student interns for the period March 5, 2024 through March 4, 2029 unless terminated earlier, with no financial obligation.

Summary: In 2019, Palm Beach County's Public Safety Department (PSD) entered into a five year Agreement with FSU for the placement of student interns (R2019-0662). The parties wish to continue the partnership. This Agreement formalizes the cooperative arrangements between FSU and the PSD for the development and implementation of the practicum and internship program for social work students. It outlines the respective duties, responsibilities, policies, and procedures for FSU and the PSD. FSU will refer students to the PSD that completed the required prerequisites for the internship. The PSD's Division of Victim Services and Palm Beach County Fire Rescue (PBCFR) already have internship programs in place to train students from local colleges and universities who are seeking degrees in social work. The County will provide a training program and training facilities, designate a supervisor, ensure students receive the required service hours, and evaluate performance by completing evaluations for each semester. The County and FSU are each responsible for their own costs. **Countywide** (RS)

Background and Justification: On March 1, 2019, the County entered into an Agreement with FSU for a term of five years (R2019-0662) for the placement of social work student interns. This program is mutually beneficial, as the placement of student interns within the PSD's Division of Victim Services helps to meet the high demand for advocacy, therapy and group services. The students benefit as their educational goals are met through an enriching program working with crime victims. PBCFR benefits by placing the students within their Mobile Integrated Health Team allowing them to expand medical social work care services that include telehealth visits, crisis intervention, trauma counseling and grief support amongst other services.

Attachments:
1) Agreement with Florida State University (2)

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Recommended By:	<u></u>	<u>2/5/24</u>
	Department Director	Date

Approved By:	<u></u>	<u>2/16/24</u>
	Assistant County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</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
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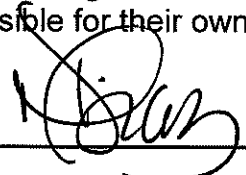
Is Item Included In Current Budget? Yes _____ No _____
 Is this item using Federal Funds? Yes _____ No x
 Is this item using State funds? Yes _____ No x

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:


*The fiscal impact is indeterminable. This agreement is not intended to create financial obligations between the County and FSU. 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 will be responsible for their own cost.

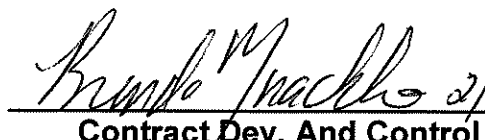
C. Departmental Fiscal Review:

 1/3/24

III. REVIEW COMMENTS

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

 2/16/2024
 OFMB
 AF 216 V.S 216

 2/8/24
 Contract Dev. And Control

B. Legal Sufficiency:

 2/13/2024
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

**AGREEMENT
BETWEEN
FLORIDA STATE UNIVERSITY COLLEGE OF SOCIAL WORK
AND
PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS**

This Agreement is entered into on _____, by and between the Florida State University Board of Trustees, a public body corporate of the State of Florida, acting for and on behalf of the Florida State University College of Social Work ("FSU") and Palm Beach County, a political subdivision of the State of Florida by and through its Board of County Commissioners (the "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 FSU and the County to collaborate as partners for the placement of student interns; and

WHEREAS, FSU has curricula leading to a Bachelor or Master's Degree in Social Work; and

WHEREAS, practicum and internship experience is a required and integral component of the social work curriculum; and

WHEREAS, FSU 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 FSU 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

FSU 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 FSU

1. Require that student(s) abide by the rules of the County insofar as those rules do not conflict with Florida Statutes; Florida State University regulations, policies, and/or procedures; or

Florida Board of Governors Regulations; and will withdraw any student(s) from the agency at the request of the County for sufficient cause.

2. To inform the student(s) that they must comply with the Ethical Principles of the National Association of Social Workers and section 491, Florida Statutes.
3. Give notice to the 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 the County staff to interview the student(s).
4. Allow only those students who have satisfactorily completed those portions of FSU's curriculum that are prerequisite to practicum or internship.
5. Provide educational workshops and/or information pertinent to education for the County staff that has teaching or supervisory responsibilities.
6. Be responsible for establishing guidelines and objectives for the instruction of the student(s) of the FSU and screen them for preparedness for placement. FSU understands that the County reserves the option to review student(s)'s resumes, interview student applicants for placement, and accept or decline a student's placement with the County.
7. Be responsible for monitoring the learning experiences of the student(s).
8. Notify the County of its proposed schedule of student assignments, including, but not limited to, the student(s)'s names, level of academic preparation, and length of and dates for the practicum and internship experience.
9. 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.
10. Provide the field educator/supervisor with a certificate of participation upon their request redeemable for college course at FSU as may be available under Florida law and applicable rules and regulations.
11. Designate a member of FSU's faculty to coordinate the educational experience of the student(s) participating in the practicum or internship. The designated FSU faculty member will provide a group supervision session to the student(s) for at least one hour per week.
12. Inform the student(s) that they must maintain confidentiality of communications and records with regards to the County's clients.
13. Inform the student(s) that they must comply with County requirements, such as background check, drug screening, and others.
14. Advise the assigned student(s) of their responsibility for complying with the County's applicable policies and procedures.

B. Responsibilities of the County

1. To provide to the student(s) 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 student(s) at the County, a person who possesses a minimum of a master's level clinician status in social work, 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 the student(s). The clinician so designated shall abide by the Ethical Standards of the National Association of Social Workers or other relevant professional organization regarding the supervision of the student(s). 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 the student(s) 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 student(s) must 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 offered.
6. To advise FSU 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 student(s) to the County and to provide the student(s) with a copy of (and review with the students) the County's applicable policies, procedures, rules and regulation with which the student(s) are expected to comply.
9. To insure that the student(s) 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 student(s) on a regular basis using the evaluation forms provided by FSU. The County's supervisor shall send the completed evaluations to FSU within one (1) week following the conclusion of each semester of the student(s)'s practicum and internship experience.
11. To allow the student(s) an opportunity to evaluate the practicum and internship site on a yearly basis.

12. To advise FSU at least by mid-term or earlier upon discovery of any serious deficit noted in the ability of the assigned student(s) to progress toward achievement of the stated objectives of the practicum and internship experience. The assigned student(s), the County site supervisors, FSU's faculty instructor, and the Coordinator for Field Education at FSU will attempt to devise a plan by which the student(s) may be assisted in achieving the stated objectives.

13. To allow representatives of FSU's accrediting bodies and University faculty to visit the County.

C. Removal of Student(s)

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 FSU of the concern. In the event a mutually satisfactory resolution short of removal cannot be achieved, the County shall have the right to request FSU 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 FSU 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 to FSU 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 FSU

Ronnita J. Waters, MSW, LCSW
Florida State University
College of Social Work
296 Champions Way
Tallahassee, FL 323006
786-292-9455
Email: rwaters@fsu.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

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
Email: Ldyoung@pbcgov.org

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, any student(s) 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

FSU understands and acknowledges that chapters 119, Florida Statutes, and section 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 FSU, unless otherwise exempt and/or confidential under Florida law. The 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. FSU shall retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) that relate to FSU'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. Indemnification

FSU is a public body corporate of the State of Florida and is not statutorily or legislatively authorized to indemnify other parties to its agreements. In recognition thereof, the parties agree that, as to any claims for damages brought or asserted by non-parties to the Agreement, each party hereto agrees to be fully responsible for damages for the acts or omissions of its own employees and agents while acting within the scope of their employment or agency and arising out of its obligations under the Agreement, and neither party shall be responsible for the acts or omissions of the other party's employees or agents. This recognition by the parties hereto is intended to be consistent with the State of Florida's waiver of sovereign immunity pursuant to section 768.28, Florida Statutes, and it does not alter said waiver or extend the liability of either party beyond the limits established in section 768.28, Florida Statutes.

C. Insurance

FSU and the 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 FSU, the Board of Governors, or its affiliates, nor the County to be sued; (iii) a waiver of sovereign immunity of FSU 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 FSU 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. 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 FSU, then FSU may terminate this agreement pursuant to Article VI. TERMINATION.

F. 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.

G. 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.

H. Sovereign Immunity

FSU 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.

I. 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.

J. 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.

K. 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 FSU, 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. FSU warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status,

familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

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 the County or FSU.

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

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

S. Severability

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, 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 Agreement shall be deemed valid and enforceable to the extent permitted by law.

T. Entirety of Contractual Agreement

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

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

ATTEST:
JOSEPH ABRUZZO
CLERK AND COMPTROLLER

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

By: _____
Deputy Clerk

By: _____
Maria Sachs, Mayor

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

FSU COLLEGE OF SOCIAL WORK

By:  _____
Assistant County Attorney

DocuSigned by:
David Springer
By: _____
David W. Springer, Ph.D., LCSW
Dean of the College of Social Work

WITNESS
DocuSigned by:
Katrina J. Boone
By: _____

Print Name: Katrina Boone _____

Title: Director of Fields _____

**APPROVED AS TO TERMS
AND CONDITIONS**

By:  _____
Department Director