

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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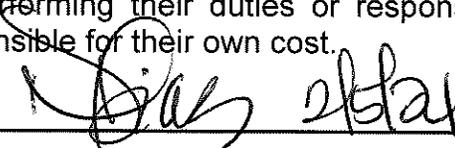
Is Item Included In Current Budget? Yes _____ No _____
 Is this item using Federal Funds? Yes _____ No X
 Is this item using State funds? Yes _____ No X

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:

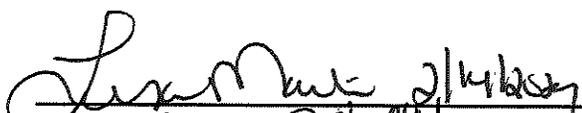
Grant:
 Fund:
 Unit:

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

C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

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


 OFMB 2/14/24
 V.S. 2/14


 Contract Dev. And Control
2/15/24

B. Legal Sufficiency:


 2/20/2024
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

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

This Agreement is entered into on April 2, 2024, by and between Florida Atlantic University Board of Trustees ("FAU"), a public body corporate of the State of Florida and Palm Beach County, a political subdivision of the State of Florida by and through its Board of County Commissioners ("County"), each referred to herein as a "Party" and, collectively, as the "Parties."

WITNESSETH

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

WHEREAS, FAU has curricula leading to a 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, FAU 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 FAU 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

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

A. Responsibilities of FAU

1. Require that students will abide by the rules of County insofar as those rules do not conflict with Florida Statutes; Florida Atlantic University regulations, policies, and/or procedures; or Florida Board of Governors Regulations; and will withdraw any student from the agency at the request of County for sufficient cause.

2. To inform students that they must comply with the Ethical Principles of the National Association of Social Workers and Florida Statutes 491.
3. Give notice to County of the number and names of the students it would like to have enter the County for the internship program prior to commencement of any semester and arrange for County staff to interview the student(s).
4. Allow only those Students who have satisfactorily completed those portions of FAU'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 students of the FAU and screen them for preparedness for placement. FAU understands that the County reserves the option to review students' resumes, interview student applicants for placement, and accept or decline a student's placement with the County.
7. Be responsible for monitoring the learning experiences of the Students.
8. 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.
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 FAU as may be available under Florida law and applicable rules and regulations.
11. Designate a member of FAU's faculty to coordinate the educational experience of Students participating in the practicum or internship. The designated FAU faculty member will provide a group supervision session to the Students for at least one hour per week.
12. Inform students that they are to maintain confidentiality of communications and records with regards to the County's clients.
13. Inform the students that they must comply with County requirements, such as background check, drug screening, and others.
14. 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 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 students. 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 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 offered.
6. To advise FAU 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 FAU. The County's supervisor shall send the completed evaluations to FAU 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 FAU 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,

FAU's faculty instructor, and the Coordinator for Field Education at FAU will attempt to devise a plan by which the students may be assisted in achieving the stated objectives.

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

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

Georgia M. Brown, MSW
Florida Atlantic University
School of Social Work
777 Glades Road, Building (SO303)
Boca Raton, FL 33431
Phone: 561-297-2725
Fax: 561-297-2866

FOR THE COUNTY

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

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

V. REVIEW AND MODIFICATION

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

VI. TERMINATION

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

VII. OTHER CONDITIONS

A. Public Records

FAU understands and acknowledges that Chapter 119 and Chapter 945.10, Florida Statutes are applicable to this Agreement and that all "records," as defined in Chapter 119, Florida Statutes, obtained in the performance of this Agreement are public records, and will be maintained by County as public records in accordance with applicable state and federal law, even if obtained from FAU, unless otherwise exempt and/or confidential under Florida law. County shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as required or authorized by law. FAU shall retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage

media) that relate to FAU's performance of this Agreement for a period of five (5) years after the expiration or termination of this Agreement. If an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings.

B. Liability

Each Party agrees to be responsible for its negligent acts or omissions, and the negligent acts or omissions of its officers, employees, servants, and agents when acting within the scope of their employment or agency, and agrees to be liable for any damage or injury resulting from said negligent acts or omissions. The foregoing shall be subject to the limitations provided under Section 768.28 of the Florida Statutes. Nothing contained herein, or in any term or condition contained within this Agreement or any sub-contract, policy or procedure referenced herein, shall be construed or interpreted as (1) denying to any Party any remedy or defense available to such Party under the laws of the State of Florida; (2) the consent of either Party, its affiliates, the Board of Governors, the State of Florida or any of their respective officers, employees, servants, agents, agencies, political subdivisions, or public bodies corporate to be sued; (3) a waiver of sovereign immunity of either Party, its affiliates, the Board of Governors, the State of Florida or any of their respective officers, employees, servants, agents, agencies, political subdivisions, or public bodies corporate beyond the waiver provided in Section 768.28, Florida Statutes; (4) constituting a hold harmless agreement on the part of either Party; or (5) the consent of either Party, the State of Florida or its officers, employees, servants, agents, agencies, political subdivisions, or public bodies corporate to the jurisdiction or authority of any laws, forum or court outside the State of Florida;

C. Insurance

FAU and County acknowledge that each Party is self-insured for tort liability with limits of \$200,000 per claimant/ \$300,000 per occurrence, pursuant to section 768.28, Florida Statutes, with said protection being applicable to officers, servants, and agents while acting within the scope of their employment or agency. Furthermore, nothing contained herein shall be construed or interpreted as: (i) denying to either Party any remedy or defense available to such party under the laws of the State of Florida; (ii) the consent of FAU, the Board of Governors, or its affiliates, nor the County to be sued; (iii) a waiver of sovereign immunity of FAU or the County beyond the waiver provided in Section 768.28 Florida Statutes, or (iv) constituting a hold harmless agreement on the part of either FAU or the County.

D. Confidentiality

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

E. Disputes

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

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. Family Educational Rights and Privacy Act

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

I. Sovereign Immunity

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

J. Employee Status

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

K. Force Majeure

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

L. Cooperation with Inspector General

Notwithstanding any other provision in this Agreement, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, Sections 2-421-2-440, as amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of FAU, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

L. Nondiscrimination

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R-2017-1770, as may be amended. FAU warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure of either Party to meet the requirements of this Section L shall be considered default of the Agreement.

M. Appropriations

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

N. Counterparts

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

O. Remedies

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Agreement is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of County or FAU.

P. Governing Law and Venue

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

Q. Effective Date

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

R. Regulations; Licensing Requirements

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

S. E-Verify Employment Eligibility

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

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

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

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**

**FLORIDA ATLANTIC UNIVERSITY
BOARD OF TRUSTEES**

By: _____
Assistant County Attorney

By: _____
Russ Ivy, Ph.D.
Interim Provost & VP, Academic Affairs

**APPROVED AS TO TERMS
AND CONDITIONS**

By: _____
Georgia M. Brown
Coordinator for Field Education Program

By: _____
Department Director

By: _____
Heather Thompson
Director of Phyllis and Harvey Sandler
Social Work

WITNESS

By: _____

Print Name: _____
Tod Marshall

Title: _____
Executive Administrative Assistant