

AFFILIATION AGREEMENT
between
BROWARD COUNTY
and
FLORIDA ATLANTIC UNIVERSITY BOARD OF TRUSTEES
for
STUDENT INTERNS

This Affiliation Agreement ("Agreement") is made and entered into by and between Florida Atlantic University Board of Trustees, a public body corporate of the State of Florida, on behalf of its College of Education ("University") and Broward County, a political subdivision of the State of Florida, on behalf of its Human Services Department ("Broward County") (University and Broward County, each a "Party," and collectively referred to as the "Parties").

RECITALS

A. University, sponsors undergraduate, graduate, and post graduate programs. University, in its educational program for the development of counselors, also has responsibility for the training of students who require clinical experience in mental health counseling.

B. Broward County Human Services Department ("Department") has opportunities for such clinical experience.

C. University and Broward County desire to develop and maintain cooperative education and research programs for their mutual benefit to enhance and advance the goals and objectives of each Party.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Article 1. Statement of Agreement

1.1. Broward County desires to serve as a site for training of students enrolled in University's counseling programs ("Students") and will accept Students for practical education and training such as clinical work/assessments, co-facilitating groups, counseling/coaching, case management skills, mentoring skills, conflict resolution, crisis interventions, community engagement mentoring, and social justice projects ("Program") in accordance with the terms in this Agreement.

1.2. Broward County and University shall cooperate in the placement of Students, each sharing responsibility for the final selection of Students for the Program.

Article 2. Responsibilities of University

2.1 University shall appoint and designate a University representative with appropriate professional and academic credentials ("University Representative"), who shall be responsible for coordinating the Program for University and acting as the administrative liaison to Broward County.

2.2 University shall provide Broward County with the Program curriculum for Students.

2.3 University shall instruct its Students and faculty, if any, participating in the Program that they are to comply with the appropriate laws, policies, procedures, rules, and regulations, including but not limited to submitting to the following, if required by Broward County: a physical examination, provision of immunization records, background checks, and other preliminary screening.

2.4 Students participating in the Program shall not be entitled to compensation from Broward County for performance of the duties described in this Agreement or as part of the Program. University and Students participating in the Program agree that participation in the Program is solely on a volunteer basis for educational benefit, without any compensation. Receipt of credit for an educational program shall not be considered compensation. Participation in the Program does not guarantee or secure employment with the Broward County upon completion of the Program.

2.5 University shall assign all required grades for Students who participate in the Program.

2.6 University shall have the responsibility for determining the adequacy of the educational experience of students, and will assign to the Program only those students who have satisfactorily completed the required course of studies, both didactic and practical, as specified by the University's curricula.

Article 3. Responsibilities of Broward County

3.1 Broward County shall designate a staff member with appropriate professional and academic credentials to serve as liaison of the Program ("Program Representative"). The Program Representative shall also serve as the Contract Administrator for Broward County, and shall be responsible for cooperating with University and its designated University Representative regarding the Program. In the administration of this Agreement, as contrasted with matters of policy, all Parties may rely on the instructions or determinations made by the Contract Administrator designated by Broward County; provided, however, that such instructions and determinations do not, change the scope or terms of this Agreement.

3.2 The Program Representative and other Broward County staff involved in the Program shall be employees of Broward County. Broward County shall supervise Students while engaged in Program activities at its facilities.

3.3 Broward County shall allow representatives of University and its accrediting bodies to visit Broward County office(s) and observe the operation of the Program at mutually agreed upon times.

3.4 Broward County staff who serve as teaching faculty shall provide direct instruction and supervision of Students, as well as provide periodic evaluation of each Student's progress on forms provided by University, under the coordination of the Program Representative.

3.5 Broward County shall provide Students participating in the Program with information regarding the required adherence to applicable laws, regulations, policies, procedures, and rules, including 42 C.F.R. Part 2, as applicable.

3.6 Broward County may require that University remove from the Program any Student who does not follow the applicable laws, policies, procedures, rules, regulations, or requirements. Further, in such event, Broward County may immediately, without prior written or verbal notice to University, require that the Student leaves Broward County's premises, and Broward County will subsequently notify University in writing of such action and the reasons therefor.

3.7 Broward County shall inform Students participating in the Program of any requirements for background screening, drug testing, health screenings, or other requirements. Broward County will assist Students in either obtaining these requirements or informing the Student where any required screenings or testing may be obtained and will monitor Students' compliance with such requirements.

3.8 Each Student must execute the Release and Waiver of Liability (attached hereto as Exhibit A) prior to participating in the Program. University shall inform such Students of the requirement to execute the Release and Waiver of Liability prior to participating in the Program. Broward County shall maintain records of the executed documents.

3.9 Students participating in the Program are not employees of Broward County and are not entitled to financial remuneration for participation in the Program. Broward County is not responsible to ensure that any Student obtains academic or other credit for participation in the Program, but Broward County will provide reasonable cooperation to assist the Students in applying for any such available credit.

3.10 Broward County agrees to provide immediate emergency care in the event of an accident or illness of a Student participating in the Program to the same degree Broward County provides its employees. Broward County shall not be responsible for the cost of such, nor any on-going follow-up care.

Article 4. Public Records, Student Education Records

4.1 Public Records. The Parties stipulate that they are subject to the public records requirements of Chapter 119, Florida Statutes. Compliance, or attempt(s) to comply, with the Florida public records obligations shall not be a violation of this Agreement.

4.2 Student Education Records. The Parties acknowledge that many student education records are protected by the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §§ 1232(g), 1232(h), and 1232(i), by federal regulations issued pursuant to such act, and by state law in Section 1002.22, Florida Statutes, and that generally written student consent must be obtained before releasing personally identifiable student education records to anyone other than University. University agrees to provide guidance to Broward County with respect to complying with the provisions of FERPA and similar federal or state law. Broward County agrees to treat all student education records that are specifically identified as such by the Parties as confidential and not to disclose such student education records except to University and the Broward County officials who need the information to fulfill their professional responsibilities, or as required or permitted by law. The Parties acknowledge the mention or reference to a Student participating in the Program in a record or report generated and/or maintained by Broward County in the normal course and scope of its operations, and not created or maintained by University, is not considered a "student education record" for purposes of this Agreement.

Article 5. Responsibility

The Parties to this Agreement are governmental entities per the provisions of Section 768.28, Florida Statutes, and thus, each Party agrees to be liable for its own acts of negligence or omissions, subject to the limitations set forth in Section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties in any matter relating to this Agreement. Nothing herein is intended to serve as a waiver of sovereign immunity of any rights or limits to liability under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement.

Article 6. Insurance

6.1 University Insurance. University certifies that it maintains general and professional liability protection coverage through the State Risk Management Trust Fund, established pursuant to section 284.30, Florida Statutes, and administered by the State of Florida, Department of Insurance, or through a self-insurance program created pursuant to section 1004.24, Florida Statutes. Such protection is as described in section 768.28, Florida Statutes. The limits of General Liability, Automotive Liability, Workman's Compensation, and liabilities arising from the provision of Professional Healthcare Services are \$200,000 per person and \$300,000 per occurrence. University shall provide to County a letter of self-insurance as verification of its self-insurance program upon request.

6.2 Student Insurance. Each Student while participating in the Program at Broward County is required to obtain and maintain professional liability insurance coverage, at the Student's own expense, in the amounts of not less than \$1,000,000 per occurrence or

claim and \$3,000,000 in the aggregate. Each Student must provide proof of such insurance to the University and Broward County prior to starting in the Program.

6.3 Broward County's Insurance. Broward County is a self-insured political subdivision of the State of Florida, in accordance with Florida Statutes, Section 768.28. Broward County shall provide to University a letter of self-insurance as verification of its self-insurance program upon request.

Article 7. Term and Termination

7.1 Term. This Agreement shall begin on the date it is executed by the last of the Parties to execute this Agreement, and shall continue for a period of five (5) years from that date, unless earlier terminated in accordance with the terms of this Agreement.

7.2. Termination. This Agreement may be terminated as follows:

7.2.1 For convenience at any time by either party providing at least thirty (30) days prior written notice of termination to the other party as provided for in the Notices section below. Upon any such termination for convenience, Students then in the Program shall be allowed to complete the Program, unless otherwise agreed by the Parties;

7.2.2 Upon the mutual agreement, in writing, of Broward County and University;

7.2.3 By the non-defaulting party upon default by the other party of any material term, covenant, or condition of this Agreement, where such default continues for a period of twenty (20) days after the defaulting party received written notice of the default in the manner provided for in the Notices section from the other party specifying the existence of such default; or

7.2.4 By the Broward County Administrator, in the event the Broward County Administrator determines that termination is necessary to protect the public health, safety, or welfare.

Article 8. Nondiscrimination

No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.

Article 9. Miscellaneous

9.1 Independent Contractor. University and Broward County are independent contractors with respect to this Agreement. Nothing in this Agreement shall constitute or create a partnership, joint venture, or other relationship, express or implied, including without limitation an employer-employee or principal-agent between Broward County and

University or between Broward County and any Student. Neither party shall have the right to bind the other to any obligation not expressly undertaken under this Agreement.

9.2 Sovereign Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by the Parties nor shall anything included herein be construed as consent by the Parties to be sued by third parties in any matter arising out of this Agreement. The Parties are political subdivisions or state agencies as defined in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of its employees subject to the limitations set forth in Section 768.28, Florida Statutes.

9.3 Advertising. No party shall use the name, logo, or likeness of the other in any advertising or promotional material without the prior written consent of the other party.

9.4 Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter and supersedes all prior and contemporaneous negotiations and discussions regarding the same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

9.5 Amendments. No modification, amendment, or alteration in the terms or conditions contained in a written document prepared with the same or similar formality as this Agreement and executed by Broward County and University. The Broward County Administrator is authorized to execute amendments to the Agreement that do not impose any additional financial obligation on Broward County.

9.6 Assignment. Neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by either party without the prior consent of the other party. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective.

9.7 Notices. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via e-mail, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for notice shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with this section.

FOR BROWARD COUNTY:
Broward County Human Services
Attn: Jennifer Melgarejo
Governmental Center, Room
115 South Andrews Avenue, Room 318
Fort Lauderdale, Florida 33301
Email address: jmelgarejo@broward.org

FOR UNIVERSITY:
Florida Atlantic University
College of Education
Attn: Dr. Carman Gill
Professor and Chair
Department of Counselor Education
Florida Atlantic University
777 Glades Rd.
ED 47, Rm 279
Boca Raton, FL 33431-0991
Email Address: Gillc@fau.edu

With a copy to: Kemelian@fau.edu and Mkursell@fau.edu

9.8 Severability. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

9.9 Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. A failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. Any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

9.10 Third Party Beneficiaries. Neither University nor Broward County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement, that Students are not third-party beneficiaries to this Agreement, and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

9.11 Compliance with Laws. University shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement, including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.

9.12 Law. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. **BY ENTERING INTO THIS AGREEMENT, UNIVERSITY AND BROWARD COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS**

EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

9.13 Representation of Authority. University represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of University, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that University has with any third party or violates any law, rule, regulation, or duty arising in law or equity applicable to University. University further represents and warrants that execution of this Agreement is within University's legal powers, and each individual executing this Agreement on behalf of University is duly authorized by all necessary and appropriate action to do so on behalf of University and does so with full legal authority.

9.14 Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

9.15 Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor authorized to execute same by Board action on the ____ day of _____, 20__, and Contractor, signing by and through its _____ duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____
_____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

Adam Katzman
By: _____
Adam Katzman (Date)
Assistant County Attorney

Digitally signed by Adam Katzman
DN: cn=Adam Katzman, o=Broward
County, ou=Office of the County Attorney,
email=akatzman@broward.org, c=US
Date: 2021.10.01 16:02:45 -04'00'

FLORIDA ATLANTIC UNIVERSITY BOARD OF TRUSTEES

Witness

Authorized Signatory

By: _____

Name: _____

Date: _____

By: Russ Ivy

Name: Russ Ivy, Ph.D.

Title: Senior Associate Provost

Date: 9/27/21

Exhibit A

**BROWARD COUNTY HUMAN SERVICES DEPARTMENT
RELEASE AND WAIVER OF LIABILITY**

Name of Student Intern: _____

College or University: _____ Semester _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: (____) _____ Emergency Contact: _____

ALL STUDENT INTERNS ARE REQUIRED TO READ, AGREE TO, AND SIGN THIS WAIVER BEFORE BEGINNING AN INTERNSHIP.

I, _____, am voluntarily serving as a student intern within the Broward County Human Services Department. In consideration for serving as a student with Broward County Human Services Department, I do hereby knowingly, freely, and voluntarily release, acquit, waive, discharge, and covenant to hold harmless and indemnify the Broward County Board of County Commissioners, any and all of its departments and divisions, its officers, employees, agents, volunteers, and their respective heirs, successors and assigns from any and all liability, claims, causes of action, suits, controversies, contracts, promises, damages, debts, costs, expenses, loss of services, compensations, judgments, executions, and demands whatsoever which may be sustained by any person or property directly or indirectly as a result of my participation as a student intern, whether caused in whole or in part by the negligence of the Broward County Board of County Commissioners, any and all of its departments and divisions, its officers, employees, agents, volunteers or otherwise.

I acknowledge and agree that I: (a) fully understand the meaning of this Release and Waiver of Liability, and recognize my right to seek the advice of an attorney before signing; (b) have signed freely and without any inducement or assurance of any nature; (c) intend it to be a complete and unconditional release of liability to the greatest extent allowed by law; and (d) agree that if any portion of this waiver is held invalid or unconstitutional, only that portion shall be voided and the remainder of this waiver shall continue in full force and effect.

The acceptance of this waiver shall not operate as an admission of liability on the part of anyone, nor as a waiver or bar with respect to any claim that Broward County may have against the undersigned. This release is binding on my heirs, executors, assigns, and administrators.

I hereby declare that I have read, understand, and voluntarily accept the terms and conditions of this Release and Waiver of Liability.

Student Signature

Date

Witness (Broward County Staff) - Print Name

Date

Witness (Broward County Staff) - Signature