MEMORANDUM

Agenda Item No. 8(B)(1)

TO:	Honorable Chairman Jean Monestime and Members, Board of County Commissioners	**DATE:**	October 6, 2015
FROM:	R. A. Cuevas, Jr. County Attorney	**SUBJECT:**	Resolution authorizing an affiliation agreement between the University of Miami and Miami-Dade County to provide Clinical Music Therapy to inmates in the custody of the Miami-Dade corrections and Rehabilitation Department at no cost to Miami-Dade County; and authorizing the County Mayor to execute the agreement and exercise the renewal and termination provisions contained therein

The accompanying resolution was prepared by Corrections & Rehabilitation Department and placed on the agenda at the request of Prime Sponsor Commissioner Barbara J. Jordan and Co-Sponsor Commissioner Sally A. Heyman.

R. A. Cuevas, Jr.
County Attorney

RAC/cp

Memorandum

MIAMI-DADE COUNTY

Date: October 6, 2015

To: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Subject: Resolution Authorizing an Affiliating Agreement Between the University of Miami and Miami-Dade County for the Provision of Clinical Music Therapy to Mentally-Ill Inmates Housed in Miami-Dade Corrections and Rehabilitation Department

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RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve the attached resolution authorizing the County Mayor or County Mayor's designee to execute an Affiliating Agreement (Agreement) between the University of Miami and Miami-Dade County, through the Miami-Dade Corrections and Rehabilitation Department, for the purpose of providing clinical music therapy to mentally-ill inmates housed in Miami-Dade Corrections and Rehabilitation facilities. The term of the Agreement shall be for one (1) year and will be automatically renewed unless terminated by either party within 30 days written notice.

SCOPE

The scope of this Agreement is countywide in nature.

FISCAL IMPACT/FUNDING SOURCE

There is no cost to Miami-Dade County for the Clinical Music Therapy Program.

TRACK RECORD/MONITOR

This agreement will be monitored by MDCR's Program Services Division Chief Donald Coffey.

DELEGATED AUTHORITY

Upon approval by the Board, the County Mayor or County Mayor's designee will have the authority to execute the Agreement for and on behalf of the County, and to execute the renewal and cancellation provisions contained in the Agreement.

BACKGROUND

MDCR has been working diligently to remodel units of the Turner Guildford Knight Correctional Center to establish a Mental Health Treatment Center. The Mental Health Treatment Center provides a safer environment for staff and a more therapeutic environment for the most vulnerable of inmates.

The transition of mental health inmates to the Mental Health Treatment Center will be conducted as a phased-in approach with Phase 1 completed in December 2014 after the relocation of Level 1 and Level 2 mental health inmates. In conjunction with Phase 1, Miami-Dade Corrections and Rehabilitation is expanding the therapeutic interventions available to inmates housed in the Mental Health Treatment Center. Additional therapeutic interventions, such as art and yoga, have been identified in collaboration with the Jackson Health Systems Corrections Health Services.

The goal of clinical music therapy is to provide a psychotherapeutic method that uses musical interaction as a means of communication and expression. MDCR is collaborating with the University of Miami's School of Music to make graduate students available to provide clinical music therapy to the Mental Health Treatment Center inmates. This will be provided as part of the Graduate Practicum, which requires graduate students to complete five (5) hours of clinical time weekly. MDCR's Correctional Counselors will be present with the graduate students during the music therapy sessions.

This program is being provided by the University of Miami at no cost to Miami-Dade County and the graduate students will receive invaluable, hands-on experience in the field of music therapy.

Russell Benford
Deputy Mayor

MEMORANDUM
(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: October 6, 2015

FROM: R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 8(B)(1)

Please note any items checked.

_____ **"3-Day Rule" for committees applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Ordinance creating a new board requires detailed County Mayor's report for public hearing**

_____ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(B)(1)
10-6-15

RESOLUTION NO. _____

RESOLUTION AUTHORIZING AN AFFILIATION AGREEMENT BETWEEN THE UNIVERSITY OF MIAMI AND MIAMI-DADE COUNTY TO PROVIDE CLINICAL MUSIC THERAPY TO INMATES IN THE CUSTODY OF THE MIAMI-DADE CORRECTIONS AND REHABILITATION DEPARTMENT AT NO COST TO MIAMI-DADE COUNTY; AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT AND EXERCISE THE RENEWAL AND TERMINATION PROVISIONS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purpose outlined in the accompanying memorandum, a copy of which is incorporated herein by reference; and

WHEREAS, clinical music therapy can be used as a therapeutic intervention for mentally ill inmates with musical interaction serving as a means of communication and expression; and

WHEREAS, the University of Miami wants to provide clinical music therapy to mentally ill inmates in the custody of Miami-Dade Corrections and Rehabilitation Department at no cost to the County and execute the Affiliating Agreement,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the Affiliating Agreement between the University of Miami and Miami-Dade County in substantially the form attached hereto and made part hereof, and authorizes the County Mayor or the County Mayor's designee to execute same for and on behalf of Miami-Dade County; and to exercise the renewal and cancellation provision contained therein.

The foregoing resolution was offered by Commissioner , who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

Jean Monestime, Chairman
Esteban L. Bovo, Jr., Vice Chairman

Bruno A. Barreiro
Jose "Pepe" Diaz
Sally A. Heyman
Dennis C. Moss
Sen. Javier D. Souto
Juan C. Zapata
Daniella Levine Cava
Audrey M. Edmonson
Barbara J. Jordan
Rebeca Sosa
Xavier L. Suarez

The Chairperson thereupon declared the resolution duly passed and adopted this 6th day of October, 2015. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Suzanne Villano-Charif

CONTROL # 26733

AFFILIATION AGREEMENT
(For placement of University of Miami Music Therapy Students in Clinical Facility)

THIS AGREEMENT entered into this 22nd day of June, 2015 by and between the University of Miami, a not for profit Florida corporation on behalf of the University of Miami Music Therapy Program (hereinafter referred to as "University"), and Miami Dade County, an agency providing clinical facilities for care (hereinafter referred to as "Agency").

WITNESSETH

WHEREAS, UNIVERSITY provides courses of study embodying Theory and Clinical Music Therapy Practice to Students who have enrolled in the Program in Music Therapy at **UNIVERSITY**; and

WHEREAS, AGENCY is capable and willing to provide the necessary facilities for said Clinical Music Therapy Practice (hereinafter "Clinical Training");

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto agree to the responsibilities as follows:

UNIVERSITY RESPONSIBILITIES

1. **UNIVERSITY** agrees to send to the Agency only those students who have met **UNIVERSITY'S** requirements and qualifications and who agree to follow **UNIVERSITY** and **AGENCY** rules and regulations;
2. **UNIVERSITY** shall furnish **AGENCY** a list of the participating students approximately 14 days prior to commencement of the Clinical Training;
3. **UNIVERSITY** agrees to assume final responsibility for the educational experience and for the provision of grades to the students;
4. **UNIVERSITY** faculty will plan with the appropriate **AGENCY** staff personnel for the use of **AGENCY** facilities;
5. A **UNIVERSITY** faculty member will be designated as being responsible for the coordination and implementation of the Clinical Training;

6. **UNIVERSITY** agrees to indemnify and hold harmless **AGENCY**, its officers, directors, agents and employees, from any and all damage, liabilities, claims, losses, lawsuits, judgments costs and/or expenses including reasonable attorney's fees through the appellate levels, which may be incurred by or brought against the foregoing arising directly or indirectly from or reasonably attributable to any negligent act or omission or intentional wrongdoing of **UNIVERSITY**, including its students, in connection with this Agreement.
7. **UNIVERSITY** for its part agrees to maintain for itself, faculty and students, a policy of Professional Liability Insurance, with a single limit of no less than One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) in the aggregate. A Certificate of Insurance confirming Professional Liability coverage will be supplied to **AGENCY** upon request;
8. **UNIVERSITY** agrees that the student and faculty members assume personal responsibility for their own medical care and hospitalization;
9. **UNIVERSITY** reserves the right to refuse or discontinue the placement of students if **AGENCY** does not meet the professional educational requirements and standards of **UNIVERSITY.**

AGENCY'S RESPONSIBILITIES

10. Orientation to **AGENCY** will be provided for the faculty and students prior to commencement of the student's Clinical Training. Orientation program, including dates and times shall be agreed upon by both parties to this Agreement;
11. **AGENCY** reserves the right to refuse or discontinue the availability of its facilities and services to any student who does not continuously meet the professional or other requirements, qualifications, and standards of the Agency, upon notice to and consultation with **UNIVERSITY**;
12. **AGENCY** staff will maintain administrative supervision, by appropriately licensed and/or experienced personnel, of students insofar as the students' participation affects operation of **AGENCY** and its care, direct and indirect, of patients;
13. **AGENCY** will retain ultimate responsibility for patient care even if that care is given by a student;

14. **AGENCY** agrees to indemnify and hold harmless **UNIVERSITY**, its trustees, officers, directors, agents, employees and students from any and all damage, liabilities, claims, losses, lawsuits, judgments costs and/or expenses including reasonable attorney's fees through the appellate levels, which may be incurred by or brought against the foregoing arising directly or indirectly from or reasonably attributable to any negligent act or omission or intentional wrongdoing of **AGENCY**, its employees or its representatives, including community healthcare providers with privileges at **AGENCY** that participate in the Program, in connection with this Agreement.

MUTUAL RESPONSIBILITIES

15. **UNIVERSITY** and **AGENCY** agree that no student or faculty member, on the ground of race, color, national origin, religion, sex, age, sexual orientation, or handicap, shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in employment or placement under the Clinical Training contemplated hereunder, and further agree to abide by federal and state laws, rules and regulations regarding discrimination;
16. The parties to this Agreement acknowledge that evaluations and other records regarding a student's participation in the Clinical Training may be student educational records protected by the Federal Family Educational Rights and Privacy Act ("FERPA"), which are confidential and exempt from public disclosure and may be released only as authorized pursuant to FERPA.A the student's written permission must be obtained, or other safeguards fulfilled, before releasing specific data to anyone other than **UNIVERSITY**, even under subpoena. **AGENCY** agrees to consult with **UNIVERSITY** in the event it receives any requests or subpoenas for student records;
17. **AGENCY** and **UNIVERSITY** shall acquaint the students and faculty with the policies and standards and rules and regulations of **AGENCY**. In the event of any inappropriate actions by the students, **AGENCY** staff will notify **UNIVERSITY** in order that appropriate action may be taken by **UNIVERSITY.**
18. **TERM**

a. The term of this Agreement shall be for one year from September 2, 2015, (**Anniversary Date**) and shall automatically renew each year thereafter unless notice to terminate is provided by either **UNIVERSITY** or **AGENCY** thirty (30) days prior to the Anniversary Date.

b. This Agreement may be terminated at any time by either party with thirty (30) days written notice.

c. In the event of any non-renewal or termination of this Agreement, students then in the Program shall be allowed to complete the Program. In no event shall said completion exceed six (6) months from the date of termination. No other students shall be enrolled after the date upon which notice of termination is given. **UNIVERSITY** shall be solely responsible for reassigning students to other facilities not covered by this Agreement for clinical work after the date of termination.

19. This Agreement contains all the terms between the parties and may be amended only in writing signed by both parties.

20. Each paragraph of this Agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or subparagraph of the agreement is invalid or unenforceable for any reason, all remaining paragraphs and subparagraphs will remain in full force and effect.

21. This Agreement shall be governed by the laws of the State of Florida, without giving effect to its conflict of law provisions. Any dispute under this Agreement shall be heard in a court of competent jurisdiction located in Miami-Dade County, Florida. Nothing in this Agreement shall be construed to permit the assignment by **AGENCY** or **UNIVERSITY** of any rights or obligations hereunder, and such assignment is expressly prohibited without the prior written consent of either **UNIVERSITY** or **AGENCY.**

22. Notices: All notices which either party is required to give to the other in conjunction with this Agreement shall be in writing, and shall be given by certified mail, return receipt requested, or by delivering the same personally, or by courier or Federal Express (or comparable overnight courier) to such other party, or by facsimile (with confirmation by any other method accepted herein). If notice is given by certified

mail, hand delivered or delivered by same day or overnight courier or by facsimile, such notice shall be deemed to have been received on the date of delivery to the party being noticed. All notices shall be sent to the addresses specified below:

University of Miami	Agency
Attn: Director of Music Therapy University of Miami 1552 Brescia Ave., 100F Coral Gables, FL 33146 **TEL:** (305) 284-3943 **Email:** sdel@miami.edu *With a copy to:* University of Miami Office of Financial Operations Gables One Tower 1320 South Dixie Highway Suite 1230 Coral Gables, FL 33146-2919 Telephone: (305)284-5550 Facsimile: (305) 284-4543	Name: Address: Telephone: Facsimile: *With a copy to:*

23. The parties expressly intend that as to this Agreement, the parties shall be independent contractors, have no relationship for the purposes of providing medical education other than the one expressly created by this Agreement, and that the parties shall not receive any benefits other than those expressly provided herein. Furthermore, this Agreement shall not be construed or deemed to create any rights or remedies of any person not a party hereto. The parties expressly intend that no agent, servant, contractor, employee of one party shall be deemed an agent, servant, contractor, or employee of the other party.

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24. The waiver of any breach or violation of any provision of this Agreement shall not be binding unless it is in writing and signed by both of the parties. The waiver by either party of a breach of violation of any provision of this Agreement shall not operate, or be construed to constitute, a waiver of any subsequent breach of the same, or any breach or violation of any other, provision hereof. All remedies, either under this Agreement, or by law or otherwise afforded, will be cumulative and not alternative.
25. Either party shall be entitled to acknowledge and refer to the academic activities conducted pursuant to this Agreement; however, neither party shall use the name, trademark or logo of the other in any other manner without the prior written consent of the other party.
26. Each party to this Agreement agrees to comply with all applicable federal, state and local laws, rules and regulations. Each party shall at all times comply with the provisions of the Health Insurance Portability and Accountability Act and regulations relating thereto ("HIPAA"), including any regulations, amendments or related legislation and state privacy laws. Each party has implemented appropriate safeguards to maintain the privacy and security of protected health information ("PHI").

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their officials thereunto duly authorized.

UNIVERSITY OF MIAMI

BY: _____
Assistant Vice President
For Finance

DATE: 6/22/15

Humberto M. Speziani
Assistant Vice President
Financial Operations
University of Miami

(AGENCY)

BY: _____

TITLE: _____

DATE: _____