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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: July 1, 2008

To: Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners

From: George M. Burgess, County Manager

Agenda Item No. 8(H)(1)(A)

Resolution No. R-743-08

Subject: Affiliation Agreements with Local and National Institutions of Higher Learning and the Department of Human Services for Student Internship Placements

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This item was amended at the June 11, 2008 Economic Development and Human Services Committee at the request of Commissioner Dennis C. Moss. Specifically, the item is amended to incorporate a clause in the Scope section of the Manager's memorandum relating to efforts by staff to maintain a diverse population of program participants. Language is also added to both the Fiscal Impact/Funding Source category of the Manager's memorandum and the Affiliation Agreement referenced as Attachment A, reflecting that the number of doctoral students accepted for placement is contingent upon the availability of funding up to a maximum of five (5) applicants.

RECOMMENDATION

It is recommended that the Board of County Commissioners (BCC) approve the attached Resolution authorizing the County Mayor or his designee to enter into an Affiliation Agreement, in substantially the same form as Attachment A, with local and national institutions of higher learning that request internships for students seeking a bachelor's, master's or doctoral level degree in social work, mental health, psychology, counseling or related fields with Miami-Dade County Department of Human Services (DHS). The Resolution would also authorize the County Mayor or his designee to enter into any other agreements required by the local and national higher educational institutions in order to place their students in these internships.

SCOPE

DHS has a wide range of programs that afford students opportunities for in-depth training and practical experience within the realm of social services. In turn, the students provide DHS with additional staffing, which is cost-effective for DHS. Additionally, DHS has established a selection criteria and process to screen student applicants according to their area of interest in order to ensure proper placement and supervision within DHS. Students are assigned to a specific staff member who assumes full responsibility for supervision, training and any paperwork requirements of the educational institution. Students who are seeking clinical experience are assigned to licensed staff certified to provide clinical supervision. Placements generally last three (3) months to a year depending upon the type of degree being sought and the requirements of the educational institution. Student schedules are developed in accordance with program hours of operation and in consideration of the respective student's class schedule if applicable. To the extent possible every effort will be made to maintain a diverse population of program participants.

The majority of the placements are at no cost to the Department. The exceptions are the doctoral students accepted into DHS' Psychological Services Division, which is accredited by the American Psychological Association (APA) as a doctoral internship site. These students receive a stipend of $16,000 for a one year internship.

FISCAL IMPACT/FUNDING SOURCE

The fiscal impact is $80,000 per year which is included in the Department's general fund budget for FY 2007-08. This budgeted amount permits DHS to accept a maximum of five (5) doctoral students at a cost of $16,000 per student, on an annual basis. The number of interns accepted in a Fiscal Year will be contingent upon the availability of funds.

TRACK RECORD/MONITOR

DHS' Psychological Services Division is certified by the APA as a practicum site for its doctoral candidates and follows the training standards set forth by APA. The Division was re-accredited in June 2007 for another three (3) years. DHS as a Department is accredited through the Council on Accreditation. Contract compliance for internships for students seeking a bachelor's or master's degree is monitored by the assigned supervisor. The doctoral interns are overseen by the Division Director for DHS Psychological Services.

BACKGROUND

DHS offers a wide range of social services through experienced staff, which provides a rich learning environment for students seeking practical experience and in-depth training in a particular area of social services. Placements generally last from three (3) months to a year depending upon the type of degree being sought and the requirements of the educational institution. Students are closely supervised by staff. While students are not viewed as agents of the County, they are trained in County policy and procedures and held to the same standards, particularly as it relates to client confidentiality, HIPAA, etc. DHS has participated in hosting student interns in previous years and would like to formalize any affiliation agreements between the Department and institutions of higher learning with this Resolution.

Attachment

Irene Taylor-Wooten
Special Assistant for Social Services

MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners

DATE: July 1, 2008

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

SUBJECT: Agenda Item No. 8(H)(1)(A)

Please note any items checked.

_____ **"4-Day Rule" ("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**

_____ **Bid waiver requiring County Manager's written recommendation**

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

_____ **Housekeeping item (no policy decision required)**

_____ **No committee review**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(H)(1)(A)
7-1-08

RESOLUTION NO. **R-743-08**

RESOLUTION AUTHORIZING THE COUNTY MAYOR OR HIS DESIGNEE TO ENTER INTO AFFILIATION AGREEMENTS WITH INSTITUTIONS OF HIGHER LEARNING FOR STUDENT INTERNSHIP PLACEMENTS; AUTHORIZING THE COUNTY MAYOR OR HIS DESIGNEE TO EXECUTE, AMEND AND EXTEND SUCH AGREEMENTS AS REQUIRED

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board authorizes the County Mayor or his designee to enter into and execute an Affiliation Agreement, in substantially the form attached hereto, with Institutions of higher learning for the placement of bachelor's, master's or doctoral level degree-seeking students in internship positions; authorizes the County Mayor or his designee to execute such other agreements as will further the purposes described in the request, following their approval by the County Attorney's Office; authorizes the County Mayor or his designee to file and execute any necessary amendments to the Agreements for and on behalf of Miami-Dade County; and to exercise amendments, modifications, renewal, cancellation, and termination clauses of any Agreements on behalf of Miami-Dade County, Florida.

The foregoing resolution was offered by Commissioner **Jose "Pepe" Diaz**, who moved its adoption. The motion was seconded by Commissioner **Katy Sorenson** and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman **aye**
Barbara J. Jordan, Vice-Chairwoman **aye**

Jose "Pepe" Diaz	**aye**	Audrey M. Edmonson	**aye**
Carlos A. Gimenez	**aye**	Sally A. Heyman	**aye**
Joe A. Martinez	**aye**	Dennis C. Moss	**aye**
Dorrin D. Rolle	**absent**	Natacha Seijas	**aye**
Katy Sorenson	**aye**	Rebeca Sosa	**aye**
Sen. Javier D. Souto	**aye**		

The Chairperson thereupon declared the resolution duly passed and adopted this 1st day of July, 2008. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By: **Kay Sullivan**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. MD

Mandana Dashtaki

ATTACHMENT A

AFFILIATION AGREEMENT BETWEEN MIAMI-DADE COUNTY AND [INSERT INSTITUTION]

THIS AGREEMENT is entered into by and between _____("UNIVERSITY") and Miami-Dade County ("COUNTY") on this ____ day of 20__.

WITNESSETH:

WHEREAS, the UNIVERSITY desires that STUDENTS enrolled in a social work, mental health, psychology, counseling or other related social services program ("STUDENTS") obtain practical experience at [INSERT COUNTY DEPARTMENT] ("COUNTY"); and

WHEREAS, the COUNTY in recognition of the need to provide practical work experience and/or clinical supervision is willing to provide the necessary Departmental facilities and supervision for said experience,

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

1. **The COUNTY agrees**:

   a) To allow STUDENTS access to its facilities and clients while on assignment at the COUNTY
   b) To promptly complete evaluation forms provided by UNIVERSITY.
   c) To accept and supervise doctoral students based upon the availability of funding, seeking clinical supervision according to the American Psychological Association ("APA") training standards for doctoral interns.

2. **The UNIVERSITY agrees:**

   a) To establish and maintain ongoing communication with the appropriate authority at the COUNTY in planning the experience.

   b) To arrange regular meetings with the appropriate staff of the COUNTY department in order to review and evaluate the progress of the STUDENTS.

   c) To provide evaluation forms to evaluate performance of the assigned STUDENTS.

   d) To inform the clinical instruction staff of the COUNTY department as to the extent of the STUDENTS' academic preparation for purposes of assignment of the STUDENTS to the appropriate level of clinical experience.

   e) To inform the STUDENTS on compliance with the requirements of patient confidentiality and the Health Insurance Portability and Accountability Act of 1996

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(HIPAA Regulations) prior to STUDENTS commencing any assignment at the COUNTY.

f) To assume total responsibility for the educational experience and final grades of the STUDENTS.

3. Provision for Instruction and Supervision of STUDENTS:

a) The UNIVERSITY shall inform the STUDENTS that they must comply with the rules and regulations of the COUNTY and shall hold them responsible for complying with same, and shall upon demand by the COUNTY, remove STUDENTS not complying with said rules and regulations and STUDENTS whose performance is not otherwise in accordance with applicable standards.

b) The COUNTY reserves the right to refuse or discontinue the availability of the facilities and services to any STUDENT who does not continuously meet the professional or other requirements, qualifications, and standards of the COUNTY or any appropriate authority controlling and directing said Departmental Facility. UNIVERSITY may withdraw any Student based upon a perceived lack of competence, a student's failure to follow either party's rules and regulations or policies, or for any reason where UNIVERSITY reasonably believes it is not in the best interest of either party for the STUDENT to continue in the Program.

c) The dates, time and other arrangements for the work experience of the STUDENTS shall be planned jointly by the faculty of the UNIVERSITY and a representative of the COUNTY. The schedule agreed upon shall be submitted to the COUNTY at least sixty (60) days prior to the beginning of such schedule.

d) The COUNTY shall provide the appropriate Supervisor from the desired program and/or Department expressed by the STUDENT. The STUDENT will be directly responsible to his/her appropriate Department Supervisor.

e) The Supervisor agrees to structure the experience as needed to meet the mutually accepted objectives. The Supervisor further agrees to evaluate and maintain individual records of the STUDENTS' performance.

f) The duties of the Supervisor with regard to the clinical experience of the STUDENT will include:

1) Direct instruction and supervision of the STUDENT.
2) Periodic evaluation of the STUDENT'S progress as required by the UNIVERSITY.
3) Providing to the UNIVERSITY TRAINING DIRECTOR, the proposed schedule for clinical instruction for the ensuing fifty-two (52) weeks affiliation (if applicable).

g) The UNIVERSITY TRAINING DIRECTOR, or other authorized person acting on behalf

of the UNIVERSITY, will continuously be in contact and available, to meet or confer regularly with the departmental site supervisor in order to coordinate the progress of the site clinical experience and to determine its effectiveness.

h) The COUNTY shall provide an orientation to STUDENTS regarding its rules, regulations and policies.

4. **Indemnification and Insurance**:

a) The UNIVERSITY will require its STUDENTS to maintain professional liability insurance with a single limit of liability of no less than one million dollars ($1,000,000.00) per claim/three million dollars ($3,000,000.00) annual aggregate. STUDENTS shall provide a certificate of insurance in evidence of compliance with this paragraph to [Insert Address of County Department], at least ten (10) days prior to the commencement of their program at the COUNTY, failing which, no STUDENTS shall be accepted by the COUNTY. Further, the UNIVERSITY will require its STUDENTS to promptly notify the COUNTY upon termination or cancellation of said policy.

b) UNIVERSITY shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of relating to or resulting from the performance of this Agreement by the UNIVERSITY or its employees, agents, servants, partners principals or subcontractors. UNIVERSITY shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. UNIVERSITY expressly understands and agrees that any insurance protection required by this -Agreement or otherwise provided by UNIVERSITY shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided. Notwithstanding this provision, any governmental entity shall indemnify the County only to the extent and within the limitations of Section 768.28 Fla. Stat.

c) [Insert County Department] is an agency and instrumentality of Miami-Dade County, Florida and, as such, is limited in its ability to afford indemnity to third parties for damages in Tort. [Insert County Department] is self-insured to the extent allowable under the provisions of Florida Statute 768.28.

5. **NON-DISCRIMINATORY CLAUSE**

There shall be no discrimination on account of race, creed, sex, marital status, disability, national origin, sexual orientation or familial status in the performance of this Agreement.

6. **TIME IS OF ESSENCE**

Time shall be deemed of the essence on the part of the parties hereto in performing all of the terms and conditions hereunder.

7. **TERM AND RENEWAL**

The term of this Agreement shall be from or upon execution of the parties, whichever occurs first, _____ through _____. This Agreement may be renewed on an annual basis upon execution of a written renewal signed by the COUNTY and UNIVERSITY.

8. **TERMINATION**

This Agreement may be terminated without cause by either party hereto upon no less than sixty (60) days notification of termination in writing delivered to the other party by certified mail, return receipt requested.

In case of breach or default, termination of this Agreement shall be a remedy in addition to any other remedy provided by law or in equity. In event of a default by either party under the terms of this Agreement, the non-defaulting party, in its sole discretion, shall have the right to terminate this Agreement upon ten (10) days written notice to the defaulting party provided that the default is not cured within such period. Such notice shall state the grounds for the termination.

9. **NOTICES**

Every notice that may be required under this Agreement shall be in writing directed to the parties at their respective address as follows:

As to [Insert County Department]:	Director Department's Address Miami, FL 33128
As to the UNIVERSITY:	Training Director University's name University's address

10. **WAIVER**

Failure of either party to insist upon or enforce any term provision or to exercise any right, option or remedy of this Agreement, or to require at any time performance of any provision hereto, will not be construed as a waiver of any such term or provision. No waiver by either party of any term or provision hereof will be binding unless made in writing and signed by both parties.

11. **SEVERABILITY**

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions will remain in full force and effect.

12. **ADVERTISING**

Neither party shall use the name, logo, trademark, or symbols of the other in any promotional or advertising material unless review and approval in writing of the intended use shall first be obtained from the party whose name is to be used. Such approval may be withheld by either party for any reason it determines to be in its best interest.

13. **CAPTIONS AND PARAGRAPH HEADINGS**

Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope or intent of this Agreement, nor the intent of any provision hereof.

14. **INTERPRETATION**

The use of any gender shall include the other gender. The singular shall include the plural and vice versa. Use of the words "herein," "hereof," "hereunder," and any other words of similar import refer to this Agreement as a whole and not to any particular article, section or other paragraph of this Agreement unless specifically noted otherwise in this Agreement.

15. **MANDATORY AND PERMISSIVE LANGUAGE**

When used in this Agreement, the words "will" and "shall" are mandatory words denoting an obligation to pay or to an obligation to pay or to perform. When used in this Agreement, the word "may" is a permissive word denoting a right or option, but not an obligation.

16. **ASSIGNMENT**

Neither party shall assign, transfer, pledge, hypothecate, surrender, or otherwise encumber or dispose of any of its rights under this Agreement, or any interest in any portion of same, without the prior written consent of the other party, which consent may be withheld by the other party for any reason it determines to be in its best interest.

17. **RIGHTS, REMEDIES AND OBLIGATIONS**

The rights, remedies and obligations contained herein pertain solely to the parties executing this Agreement. This Agreement shall not be construed or deemed to create any rights or remedies for the STUDENTS, any third parties, or any other person who is not a party hereto.

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18. **DRAFTING PARTY**

The Agreement shall not be construed against the party preparing it but shall be construed as if all parties hereto jointly prepared this Agreement.

19. **ALTERATIONS/MODIFICATIONS**

Both parties agree that this Agreement, including attachments, exhibits, and properly executed amendments contain the entire Agreement of the parties hereto. There are no conditions or limitations to this undertaking except those stated herein. After the execution hereof, no alteration, change or modification hereto shall be binding or effective unless executed in writing and signed by both parties.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

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

ATTEST:

FOR THE [INSERT COUNTY DEPARTMENT]
MIAMI-DADE COUNTY, FLORIDA

_____
Witness

_____
Director

ATTEST:

FOR UNIVERSITY NAME

_____

_____
By:

ATTEST:

HARVEY RUVIN, CLERK

By: _____
DEPUTY CLERK

MIAMI-DADE COUNTY, FLORIDA

By: _____
GEORGE M. BURGESS
COUNTY MANAGER

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