

**AFFILIATION AGREEMENT BETWEEN  
MIAMI-DADE COUNTY  
AND**

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**THIS AGREEMENT** is entered into by and between \_\_\_\_\_ (“UNIVERSITY”) and Miami-Dade County through its Community Action and Human Services Department (“COUNTY”) (collectively referred to as the “parties” or individually as “party”) on (date) and shall extend through (date) subject to annual appropriations. The UNIVERSITY is entering this Agreement on behalf of \_\_\_\_\_.

**WHEREAS**, the UNIVERSITY desires that students enrolled in a social work, mental health, psychology, marriage and family counseling or other related social services program (“STUDENTS”) obtain practical clinical work experience with the 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 to:**

- a) Allow STUDENTS access to its facilities and clients while on assignment at the COUNTY.
- b) Promptly complete evaluation forms provided by UNIVERSITY.
- c) Accept and supervise doctoral, master, and bachelor level STUDENTS, subject to available funding, seeking clinical supervision according to standards adhered to by the American Psychological Association (“APA”) or other professional boards and training standards for doctoral interns, master, and bachelor level STUDENTS. The COUNTY, in its sole discretion, shall determine whether to accept STUDENTS and the number of STUDENTS to accept.
- d) Designate an appropriately certified site supervisor to coordinate the STUDENTS’ clinical learning experience.
- e) Provide STUDENTS with adequate instruction regarding the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and related practices and policies maintained by the COUNTY.

**2. The UNIVERSITY agrees to:**

- a) Establish and maintain ongoing communication with the appropriate COUNTY authority while planning the practical experience.
- b) Schedule regular meetings with the appropriate COUNTY staff member(s) to review and evaluate STUDENTS’ progress.
- c) Provide evaluation forms to evaluate the STUDENTS’ performances.

- d) Inform COUNTY clinical instruction staff of the STUDENTS' academic preparation to ensure STUDENTS are assigned to the appropriate level of clinical experience.
- e) Educate the STUDENTS on HIPAA and compliance therewith prior to STUDENTS commencing any assignment with the COUNTY.
- f) Be responsible for assessing STUDENTS' final evaluations and incorporating feedback from such evaluation when determining STUDENTS' final grades.

**3. Provision for Instruction and Supervision of STUDENTS:**

- a) The UNIVERSITY shall inform the STUDENTS that they must comply with all COUNTY rules and regulations and any applicable laws. The UNIVERSITY shall hold STUDENTS responsible for complying with same, and upon demand by the COUNTY, shall remove STUDENTS who do not comply with said rules and regulations or whose performance, as determined in the sole discretion of the COUNTY, 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 those of any appropriate authority controlling and directing said Departmental Facility. The UNIVERSITY may withdraw any STUDENT based upon a perceived lack of competence, a STUDENT'S failure to follow either party's rules, regulations or policies, or for any reason where the 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 UNIVERSITY faculty and a COUNTY representative. The agreed upon schedule shall be submitted to the COUNTY at least sixty (60) days prior to its commencement.
- d) The COUNTY shall ensure that STUDENTS will be supervised by a credentialed professional in the STUDENTS' desired program and/or Department Supervisor from STUDENTS' educational/professional track. STUDENTS will report directly to his/her designated Department Supervisor.
- e) The Supervisor will structure the practical experience to meet the mutually agreed upon objectives of the COUNTY and UNIVERSITY. The Supervisor will evaluate and maintain individual records of the STUDENTS' performance.
- f) The Supervisor shall ensure the STUDENTS' clinical experience includes:
  - 1) Direct instruction and supervision of the STUDENTS.
  - 2) Periodic evaluation of the STUDENTS' progress, as required by the UNIVERSITY.
  - 3) Providing the proposed schedule for clinical instruction for the duration of the STUDENTS' practical experience to the UNIVERSITY TRAINING DIRECTOR.
- g) In order to monitor the progress of the site clinical experience and determine its effectiveness, the UNIVERSITY TRAINING DIRECTOR or other authorized person acting on behalf of the UNIVERSITY will be in continuous contact with and available to confer regularly with the DEPARTMENT SITE SUPERVISOR.
- h) The COUNTY shall provide an orientation to STUDENTS and discuss and advise STUDENTS of all applicable rules, regulations, and policies.
- i) The UNIVERSITY understands that its instructors and STUDENTS must comply with HIPAA and other confidentiality laws during their clinical experience at the COUNTY. Failure to comply with these laws shall be grounds to remove the instructor or student

from participating in the clinical experience. The UNIVERSITY shall be responsible for familiarizing the STUDENTS and instructors with the requirements of HIPAA and other applicable confidentiality laws prior to the STUDENTS commencing any assignment with the COUNTY.

- j) The COUNTY will conduct Level II background screenings on all STUDENTS. Background screening for master and bachelor level practicum STUDENTS shall be paid for by the STUDENT prior to the screening appointment. STUDENTS' eligibility to participate in the clinical experience and initiate clinical placements will be contingent on satisfactory Level II background screening results.

#### 4. INSURANCE

- a) The UNIVERSITY will maintain the following insurance on behalf of its STUDENTS or shall require its STUDENTS to maintain the following insurance: 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. The UNIVERSITY shall provide a certificate of insurance in evidence of compliance with this paragraph to \_\_\_\_\_ located at 701 NW 1 Court, 11<sup>th</sup> Floor, Miami, Florida 33136 at least ten (10) days prior to the commencement of its program at the COUNTY. No STUDENTS shall be accepted by the COUNTY without a certificate of insurance for no less than the amounts referenced above. Further, the UNIVERSITY will promptly notify the COUNTY upon termination or cancellation of said policy.
- b) Notwithstanding any insurance coverage, each party assumes any and all risks attributable to the negligent acts or omissions of itself and its own employees and agents.
- c) Miami-Dade County is subject to the provisions of section 768.28, Florida Statutes.
- d) In no event shall UNIVERSITY or its respective officers, directors, agents, servants, employees or STUDENTS be considered officers, agents, servants, representatives or employees of Miami-Dade County.

#### 5. NON-DISCRIMINATORY CLAUSE

The COUNTY AND UNIVERSITY shall not discriminate on the basis of race, religion, color, ancestry, age, sex, national origin, pregnancy, sexual preference, familial status, gender identity, gender expression, sexual orientation, or actual or perceived status as a victim of domestic violence, dating violence, or stalking, disability or marital 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 (date) through (date), irrespective of the date of execution. This Agreement may be renewed for an additional two (2) one-year terms 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' notice. 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 if the default is not cured within such period. Such notice shall state the grounds for the termination.

**NOTICES**

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

As to MIAMI-DADE COUNTY:

COMMUNITY ACTION AND HUMAN SERVICES DEPARTMENT:

Director  
701 NW 1 Court, 10<sup>th</sup> Floor  
Miami, FL 33136

As to the UNIVERSITY:

9. **WAIVER**

Failure of either party to insist upon or enforce any term or 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.

10. **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.

11. **ADVERTISING**

The parties shall not use the name, logo, trademark, or symbols of the other in any promotional or advertising material unless prior to such use, the party whose name is to be

used, approves of said use in writing. Such approval may be withheld by either party for any reason it determines to be in its best interest.

**12. 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.

**13. 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.

**14. 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.

**15. 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.

**16. 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.

**17. DRAFTING PARTY**

This Agreement shall not be construed against the party preparing it, but shall be construed as if it was jointly prepared by both parties hereto.

**18. 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.

## **19. MISCELLANEOUS PROVISIONS**

The UNIVERSITY agrees that it is in compliance with the Domestic Violence Leave ordinance, codified as Section 11A-60 et. seq. of the Code of Miami-Dade County, which requires an employer, who in the regular course of business has fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks to provide domestic violence leave to its employees. Failure to comply with this local law may be grounds for voiding or terminating this Agreement or for commencement of debarment proceedings.

The UNIVERSITY agrees to comply with all applicable federal, state and municipal laws, regulations and ordinances.

Miami-Dade County has established the Office of Inspector General which is empowered to perform random audits on all County contracts throughout the duration of each contract.

The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust programs, contracts, including this Agreement, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in compliance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including, but not limited to, project design, bid specifications, proposal submittals, activities of the UNIVERSITY, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption. Upon ten (10) days' prior written notice to the UNIVERSITY from the Inspector General or IPSIG, retained by the Inspector General, the UNIVERSITY shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the UNIVERSITY's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, worksheets, proposals and agreements from and with successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records. The UNIVERSITY shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the UNIVERSITY in connection with the performance of the contract. Nothing in this Agreement shall impair any independent right

of the COUNTY to conduct audit or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the COUNTY by the UNIVERSITY or third parties.

- a) Other grounds for Termination. If, for any reason, the UNIVERSITY should attempt to meet its obligations under this Agreement through fraud, misrepresentation or material misstatement, the COUNTY shall, whenever practicable terminate this Agreement by giving written notice to the UNIVERSITY of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. The COUNTY may terminate or cancel any other contracts which such individual or entity has with the COUNTY. Such individual or entity shall be responsible for all direct and indirect costs associated with such termination or cancellation. Any individual or entity who attempts to meet its contractual obligations with the COUNTY through fraud, misrepresentation or material misstatement may be disbarred from county contracting for up to five (5) years. Notwithstanding any other provision of this Agreement, the COUNTY may terminate this Agreement with no less than twenty-four (24) hours' notice, if the COUNTY, in its sole discretion, determines it to be in its best interest.
- b) Indemnification. The UNIVERSITY shall indemnify and hold harmless the COUNTY and its officers, employees, agents, and instrumentalities from any and all liability, losses or damages, including attorney's 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, STUDENTS, agents, servants, partners, principals, or sub-contractors. The 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. The UNIVERSITY expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the 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.
- c) Venue. The parties consent to the exclusive jurisdiction of the Eleventh Judicial Circuit, in and for, Miami-Dade County, Florida as the venue for any legal action arising from this Agreement.
- d) No Third Party Beneficiaries. This contract has no intended or unintended third party beneficiaries.
- e) Sovereign Immunity. Nothing in this contract shall be considered a waiver of sovereign immunity.
- f) No funding. No funds shall be exchanged pursuant to this Agreement.
- g) Public Records. Pursuant to Section 119.0701 of the Florida Statutes, if the UNIVERSITY meets the definition of "Contractor" as defined in Section 119.0701(1)(a), the UNIVERSITY shall:
  - (1) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service;
  - (2) Upon request from the COUNTY's custodian of public records, identified herein, provide the COUNTY with a copy of the requested records or allow the public access to public records on the same terms and conditions that the COUNTY would

provide the records and at a cost that does not exceed the cost provided in the Florida Public Records Act, Miami-Dade County Administrative Order No. 4-48, or as otherwise provided by law;

- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement's terms and following completion of the services under this Agreement if the UNIVERSITY does not transfer the records to the COUNTY; and
- (4) Meet all requirements for retaining public records and transfer to the COUNTY at no County cost, all public records created, received, maintained and/or directly related to the performance of this Agreement that are in possession of the UNIVERSITY upon termination of this Agreement. Upon termination of this Agreement, the UNIVERSITY shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the COUNTY in a format that is compatible with the information technology systems of the COUNTY.

For purposes of this Article, the term "public records" shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the COUNTY.

UNIVERSITY's failure to comply with the public records disclosure requirement set forth in section 119.0701, Florida Statutes, shall be a breach of this Agreement. In the event the UNIVERSITY does not comply with the public records disclosure requirement set forth in section 119.0701, Florida Statutes, the COUNTY may, at the COUNTY's sole discretion, avail itself of the remedies set forth under this Agreement and available at law.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

**Miami-Dade County  
Community Action and Human Services Department  
701 NW 1st Court, 10<sup>th</sup> Floor  
Miami, Florida 33136  
Attention:  
Email:**

**SIGNATURES APPEAR ON THE FOLLOWING PAGE**

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

**ATTEST:**

**FOR  
UNIVERSITY**

\_\_\_\_\_

\_\_\_\_\_

**ATTEST:**

**FOR THE MIAMI-DADE COUNTY  
COMMUNITY ACTION AND  
HUMAN SERVICES DEPARTMENT  
MIAMI-DADE COUNTY, FLORIDA**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
DIRECTOR

**ATTEST:**

**MIAMI-DADE COUNTY, FLORIDA**

**HARVEY RUVIN, CLERK**

By: \_\_\_\_\_  
DEPUTY CLERK

By: \_\_\_\_\_  
COUNTY MAYOR

