

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

## AGENDA ITEM SUMMARY

**Meeting Date:**     July 11, 2017

☒ Consent                  [ ] Regular  
[ ] Ordinance              [ ] Public Hearing

Department

**Submitted By: Youth Services Department**

**Submitted For: Residential Treatment & Family Counseling Division**

## **I. EXECUTIVE BRIEF**

**Motion and Title: Staff recommends motion to:**

**A) approve** Affiliation Agreement with the University of Miami for the term August 1, 2017, through July 31, 2018, with three (3) automatic one-year renewal options, for its students to complete Master's/Doctoral Degrees required planned and supervised clinical experience at various Youth Services Department facilities, at no cost to the County; and

**B) authorize** the County Administrator, or designee, to execute any future agreements/minor amendments with the University of Miami to provide clinical supervision to students seeking training and experience in graduate programs of psychology, social work or other related fields.

**Summary:** The Youth Services Department's Residential Treatment and Family Counseling Division continues to be an authorized counselor training facility for many state colleges and universities offering degrees in graduate programs of psychology, social work or other related fields of educational study. Master's/Doctoral Degree programs require field education experience in order to meet degree and licensing requirements. The County will continue to offer its services and programs as a means for the students to obtain the necessary training and experience to earn their respective degree. There are no costs associated with this Agreement. Approval of the delegated authority will allow the County Administrator, or designee, to execute any future agreement/minor amendments with the University of Miami, for supervised clinical and experience. Countywide (HH)

**Background and Justification:** For more than ten years, the County has been a training facility providing training oversight for social work students who provide approximately 10-20 hours per week of clinical services from eight months up to two years at no cost to the County. The training provides the field experience to meet degree and licensing requirements. Families seek services through the Residential Treatment and Family Counseling Division for a variety of reasons, including: behavioral disorders; school/academic problems; parent-child relational problems; adjustment to parental separation or divorce; grief/loss issues; abuse or neglect, and fulfill requirement for diversionary programs.

**Attachment:**

## 1. Affiliation Agreement

Recommended by:  6/26/17  
Department Director Date

Approved by: W. J. Blue 7/10/17  
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years                              | 2017        | 2018 | 2019 | 2020 | 2021 |
|---|-------------|------|------|------|------|
| Capital Expenditures                      |             |      |      |      |      |
| Operating Costs                           |             |      |      |      |      |
| External Revenue                          |             |      |      |      |      |
| Program Income (County)                   |             |      |      |      |      |
| In-Kind Match (County)                    |             |      |      |      |      |
| NET FISCAL IMPACT                         | * See below |      |      |      |      |
| No. ADDITIONAL FTE POSITIONS (Cumulative) |             |      |      |      |      |

Is Item Included in Current Budget?    Yes        No

Budget Account    Exp No:  
Fund                      Dept                      Unit                      Obj  
Rev No:  
Fund                      Dept                      Unit                      Obj

B. Recommended Sources of Funds/Summary of Fiscal Impact:

\* There is no fiscal impact associated with this agenda item.

Departmental Fiscal Review: *Michelle Dene* 6-26-17  
*OK*

III. REVIEW COMMENTS

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

*Jeffrey L* 6/27/17                      *Angela* 7/6/17  
OFMB 6/27    *AK 6/27*                      Contract Development & Control  
*7/6/17 BW*

B. Legal Sufficiency:  
*Debra C. Hargis*  
Assistant County Attorney

C. Other Department Review:  
  
\_\_\_\_\_  
Department Director

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

## AFFILIATION AGREEMENT

This Affiliation Agreement (hereinafter referred to as "Agreement") is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and University of Miami, a not for profit corporation, authorized to do business in the State of Florida, hereinafter referred to as the UNIVERSITY, whose Federal I.D. is 59-0624458.

In consideration of the mutual promises contained herein, the COUNTY and the UNIVERSITY agree as follows:

### RECITALS:

**WHEREAS**, the purpose of this Agreement is to allow Students from the UNIVERSITY's Institute for Individual and Family Counseling to integrate theory learned in the classroom with practice and develop abilities and skills through planned and supervised clinical experience for those enrolled in the UNIVERSITY'S graduate programs of psychology, social work or other related field (Program). It is agreed by the parties that a program of supervised education in the areas of generalist practice and clinical practice shall be conducted for Students of the UNIVERSITY; and

**WHEREAS**, UNIVERSITY is currently conducting educational programs requiring clinical experience, and desires experiential training for students enrolled in the UNIVERSITY'S Program, hereinafter referred to as Student; and

**WHEREAS**, COUNTY recognizes the need to train and educate the Students, and possesses and is willing to provide the necessary facilities to provide clinical experiences.

**NOW, THEREFORE**, in consideration of the mutual covenants set forth herein, the UNIVERSITY and the COUNTY agree as follows:

### 1. TERM/TERMINATION

- A. The term of this Agreement shall be for one (1) year, starting August 1, 2017.
- B. This Agreement will automatically renew for three (3) one (1) year terms, unless either party notifies the other prior to the expiration of the initial term or any extended term of its intent not to renew in accordance with the time parameters stated herein.
- C. Either party may terminate this Agreement at any time by giving to the other party at least sixty (60) days prior written notice in advance of the termination date. Such termination shall not prevent those Students already participating in the practicum experience from completing their assignment with the COUNTY.

### 2. UNIVERSITY RESPONSIBILITIES

- A. To provide to the COUNTY the clinical and training objectives of the UNIVERSITY's Program for the Students.

- B. To establish and maintain ongoing communication with the site supervisors of the COUNTY, providing materials pertinent to the UNIVERSITY's Program. Such materials may include, but are not limited to, a description of the curriculum, relevant course outlines, a listing of faculty, and relevant policies and procedures.
- C. To notify the COUNTY, not less than ninety (90) days, of its proposed schedule of Student assignments, including, but not limited to, the Students' name, level of academic preparation, and length and dates of clinical experience.
- D. To refer to the COUNTY only those Students who have satisfactorily completed the Program's prerequisite of the curriculum required for the clinical experience.
- E. To inform the Students, in writing, of the COUNTY's health requirements provided to the UNIVERSITY.
- F. To advise the assigned Students of their responsibility for complying with the applicable policies and procedures of the COUNTY, including, but not limited to, policies relating to background checks and confidentiality of records.
- G. The UNIVERSITY further understands that the COUNTY's performance and agreement to complete supervision of Students after placement pursuant to this agreement is contingent upon annual appropriations for its purpose by the Board of County Commissioners for overall staffing of the COUNTY's Residential Treatment and Family Counseling Division of the Youth Services Department.

H. Insurance:

UNIVERSITY shall, at its sole expense, maintain in full force and effect at all times during the life of this Agreement, insurance coverages and limits (including endorsements), as described herein. UNIVERSITY shall agree to provide the COUNTY with at least thirty (30) days prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by UNIVERSITY are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by UNIVERSITY under this Agreement.

- a. Commercial General Liability: UNIVERSITY shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. Such coverage shall include Sexual Abuse/Molestation Coverage at a sublimit of not less than **\$250,000**.
- b. Professional Liability Insurance: UNIVERSITY shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than **\$1,000,000** Each Occurrence.
- c. Additional Insured: UNIVERSITY shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach

County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents.”

- d. Certificates of Insurance: Prior to execution of this Agreement, UNIVERSITY shall provide initial evidence to the COUNTY’S representative, at the address below, a signed Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Agreement have been obtained and are in full force and effect.

Palm Beach County Youth Services Department  
Tammy K. Fields, Director  
50 S. Military Trail, Suite 203  
West Palm Beach, FL 33415

During the term of this Agreement, and prior to each subsequent renewal thereof, the UNIVERSITY shall provide evidence to Insurance Tracking Services, Inc. (ITS) at [pbc@instracking.com](mailto:pbc@instracking.com) or fax (562) 435-2999, which is Palm Beach County’s insurance management system, prior to the expiration date of each and every insurance required herein. Said Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage.

Certificates shall include a project description, and shall include the following as the Certificate Holder:

Palm Beach County  
c/o Insurance Tracking Services, Inc. (ITS)  
P.O. Box 20270  
Long Beach, CA 90801

- e. Umbrella or Excess Liability: If necessary, UNIVERSITY may satisfy the minimum limits required above under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest “Each Occurrence” limit for either Commercial General Liability or Professional Liability. The COUNTY shall be specifically endorsed as an “Additional Insured” on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a “Follow-Form” basis.
- f. Right to Review: COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Agreement. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

### 3. INDEMNIFICATION

UNIVERSITY shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney’s fees and costs, whether at trial or appellate levels or otherwise, arising during the term of this Agreement to the extent resulting from the negligent acts or

omissions of UNIVERSITY, the Students, or any faculty member or other UNIVERSITY employee, involved in the performance of this Agreement.

COUNTY shall be responsible for its own negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law. Nothing in this Agreement shall be construed as a waiver of sovereign immunity beyond the limits established by Section 768.28, Florida Statutes, as amended.

#### **4. COUNTY RESPONSIBILITIES**

- A. To provide the Students with an organized training program characterized by a logical, planned sequence of training opportunities, designed to build upon each individual Student's level of clinical training.
- B. The COUNTY will assign the responsibility for the coordination and supervision of Students to a specific COUNTY professional staff member.
- C. The COUNTY shall retain ultimate responsibility for client care and will maintain administrative and professional supervision of Students in all aspects of program operations at the COUNTY.
- D. To determine the number of Students that it can accommodate during a given period of time, with the understanding that the COUNTY's performance and agreement to complete supervision of Students after placement is contingent upon annual appropriations for overall staffing.
- E. To orient the Students to the COUNTY's facilities and programs and to provide the Students with a copy of (and review with the Students) the COUNTY's applicable policies and procedures with which the Students are expected to comply.
- F. To evaluate the performance of the assigned Students on a regular basis using the evaluation forms provided by the UNIVERSITY and, with prior notification to the COUNTY, to allow University's faculty to also evaluate Students and the Program at the County's facilities.
- G. Not give any financial remuneration to the Students.

#### **5. REMOVAL OF STUDENTS**

The COUNTY reserves the right to refuse or discontinue the availability of its services to any Student or faculty member who does not meet the professional or other requirements, qualifications, policies and standards, or the regulations of the COUNTY or any federal, state, or local law. In such instances the COUNTY will contact the UNIVERSITY's faculty advisor in order to determine if a mutually agreeable resolution can be promptly achieved; however, if: (i) the violation involves a breach of any of COUNTY's established policies or standards and/or any federal, state, or local law, or (ii) if the parties are unable to find a mutually agreeable resolution regarding a Student or faculty member whose presence is deemed by the COUNTY to be detrimental to the interests of the COUNTY or who does not otherwise meet the COUNTY's professional requirements or standards as indicated above, then COUNTY nevertheless reserves the right, in its sole discretion, to require the UNIVERSITY to immediately withdraw any such Student or faculty member without further delay.

## **6. NON-DISCRIMINATION**

The UNIVERSITY warrants and represents that 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 and expression, or genetic information.

UNIVERSITY has submitted to COUNTY a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, if the UNIVERSITY does not have a written non-discrimination policy or one that conforms to the COUNTY's policy, it has acknowledged through a signed statement provided to COUNTY that UNIVERSITY will conform to the COUNTY's non-discrimination policy as provided in R-2014-1421, as amended.

## **7. RELATIONSHIP**

The UNIVERSITY and the COUNTY are independent entities contracting with each other solely for the purpose of carrying out the terms of this Agreement. The UNIVERSITY and its Students, agents, and employees participating in this program shall not be considered agents, employees or servants of the COUNTY for any purpose, nor shall the COUNTY and its agents or employees participating in this program be considered agents, employees, or servants of the UNIVERSITY for any purpose.

## **8. CLIENT CARE**

Notwithstanding the mutual cooperation and supervision described above, the UNIVERSITY agrees that the COUNTY holds full authority for the management of client care.

## **9. ENTIRETY OF CONTRACTUAL AGREEMENT**

The COUNTY and the UNIVERSITY agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 10 - Modification.

## **10. MODIFICATION**

This Agreement may be amended, altered, or modified only by a written instrument duly executed by the parties.

## **11. NOTICE**

All notices required in this Agreement shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Palm Beach County Youth Services Department  
Attn: Tammy K. Fields, Director  
50 S. Military Trail, Suite 203  
West Palm Beach, FL 33415

With copy to:

Palm Beach County Attorney's Office  
301 North Olive Ave.  
West Palm Beach, FL 33401

If sent to the UNIVERSITY, notices shall be addressed to:

Lisette M. Perez-Lima, Ph.D., Director  
Institute for Individual and Family Counseling  
University of Miami  
1507 Lavante Avenue, Suite 200  
Coral Gables, FL 33146

With copy to:

Humberto Speziani  
Assistant Vice President, Business Services  
University of Miami  
1320 S. Dixie Highway, Suite 1230  
Coral Gables, FL 33146

## **12. 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 the COUNTY and/or UNIVERSITY.

## **13. CONFLICT OF INTEREST**

The UNIVERSITY represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, and the Palm Beach County Code of Ethics. The UNIVERSITY further represents that no person having any such conflict of interest shall be employed for said performance of services.

The UNIVERSITY shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the UNIVERSITY'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest



or circumstance, the nature of work that the UNIVERSITY may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the UNIVERSITY. The COUNTY agrees to notify the UNIVERSITY of its opinion by certified mail within thirty (30) days of receipt of notification by the UNIVERSITY. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the UNIVERSITY, the COUNTY shall so state in the notification and the UNIVERSITY shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the UNIVERSITY under the terms of this Agreement.

#### **14. AUTHORITY TO PRACTICE**

The UNIVERSITY hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

#### **15. REGULATIONS; LICENSING REQUIREMENTS**

The UNIVERSITY shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. UNIVERSITY is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

#### **16. REPRESENTATIVES**

- A. The COUNTY'S representative/liaison during the performance of this Agreement shall be Tony Spaniol, Director of Residential Treatment & Family Counseling (telephone no. 561-625-2542).
- B. The UNIVERSITY'S representative/liaison during the performance of this Agreement shall be Lisette M. Perez-Lima, Ph.D., Director, Institute for Individual and Family Counseling (telephone no. 305-284-1779).

#### **17. AUTHORIZED SIGNATORIES**

Each Party represents and warrants that the person signing this Agreement on its behalf is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

*Remainder of page intentionally left blank*

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the COUNTY and UNIVERSITY has hereunto set its hand the day and year above written.

ATTEST:

COUNTY:

SHARON R. BOCK  
CLERK AND COMPTROLLER

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Paulette Burdick, Mayor

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

By: Deane E. Boyd  
County Attorney

By: Tammy K. Fields  
Director

WITNESS:

UNIVERSITY OF MIAMI

John Margas  
Signature

Humberto Speziani  
Signature

John Margas  
Name (type of print)

Humberto Speziani  
Typed Name

Assistant Vice President, Business Services  
Title

(corp. seal)