

AGENCY AGREEMENT

Agreement made, by and between The School Board of Clay County, Florida, a body corporate and political subdivision of the State of Florida with its principal office located at 900 Walnut Street, Green Cove Springs, Florida, referred to in this agreement as “Agency”, The Florida State University and its College of Social Work, acting for and on behalf of The Florida State University Board of Trustees, a public body corporate of the State of Florida referred to in this agreement as the University.

RECITALS

The purpose of this agreement is to guide and direct a work relationship between the Agency and the University in providing learning experiences for students during their internship as partial requirement toward a degree in Social Work. In consideration of the matters described above, and of the mutual benefits and obligations set forth in this agreement, the parties agree as follows:

SECTION ONE

THE UNIVERSITY SHALL DO OR CAUSE TO BE DONE THE FOLLOWING:

- A. Assure that students will be notified there is an expectation that they will abide by the rules of the Agency insofar as those rules do not conflict with Florida Statutes, or Florida State University Rules Regulations or Florida Board of Governors Regulations, and withdraw any student from the Agency at the request of the Agency for sufficient cause.
- B. Give notice to the Agency of the number and names of the students it would like to have enter the Agency for the internship program prior to the commencement of any semester and arrange for Agency staff to interview the student(s).
- C. Provide educational workshops and/or information pertinent to education for the Agency staff that has teaching or supervisory responsibilities.
- D. Be responsible for establishing guidelines and objectives for the instruction of the students of the University and screen them for preparedness for placement.
- E. Require that all students be aware of liability insurance requirements during their assignment to the Agency.
- F. Provide the field instructor/supervisor with a certificate of participation redeemable for college courses at FSU as may be available under Florida law and applicable rules.
- G. To inform students that they are to maintain confidentiality of communications and records with regard to the Agency’s clients.
- H. Assure that students assigned to this program by the University undergo and pass a fingerprint based background check through the Florida Department of Law Enforcement as required by Florida Statute 1012.465. The student shall bear the entire cost of said background check.

SECTION TWO

THE AGENCY SHALL DO OR CAUSE TO BE DONE THE FOLLOWING:

- A. Provide opportunities for students of the University in accordance with the cooperative planning by the faculty of the University and the Agency staff. This may include individual, family, and group experiences.
- B. Assist in the orientation of the students to the Agency and provide access to equipment and records as necessary for teaching purposes.
- C. Provide work space for the students to the extent feasible through mutual planning and make available appropriate supervision.
- D. Assist in the evaluation of students' learning and performance.
- E. Retain the right to request a termination from the internship for any student whose behavior may be hazardous to client or patient care, unethical or unprofessional. All terminations are coordinated with the Office of Field Education.
- F. Make provisions for orientation of faculty members of the University to the facilities, philosophies, policies, and programs of the Agency.
- G. Provide an interdisciplinary team experience. (If applicable)
- H. Allow the student to participate in social histories, progress notes treatment plans, and other appropriate documentation.

SECTION THREE

THE UNIVERSITY AND AGENCY AGREE TO BE MUTUALLY RESPONSIBLE FOR THE FOLLOWING:

- A. Program participants utilized by the Agency and the University must be acceptable to the heads of the Agency departments involved in the internship and to the Office of Field Education at the University. Agency staff will have the opportunity to screen the prospective student in advance and will have the right of refusal if the student seems unsuitable.
- B. Assignments for students will be planned by the faculty of the University in cooperation with the supervisory staff at the Agency.
- C. Faculty, supervisory staff, and students will work together to maintain an environment, which provides quality patient care and quality student learning.
- D. Representatives of the University, the Agency and the student will meet at least once during the term of the placement for a joint review of the placement. These representatives of the University, Agency and student will communicate more often as needed.

**SECTION FOUR TERM
OF ASSIGNMENT**

The term of this assignment shall be for a period of sixty (60) months, and shall be effective on the date stated herein. This agreement may be renewed by mutual written agreement by both parties for a term not to exceed a period of sixty (60) months. Either party may terminate this agreement by a written notice of such intent submitted thirty (30) days in advance. If the date of termination occurs during the term of an internship, the student will be allowed to finish that internship. This agreement may be modified at any time provided that any and all modifications will be in writing and signed by both parties (Annual agreements shall be written).

**SECTION FIVE
CONFIDENTIALITY**

To the extent that the Agency maintains records regarding the student's educational experience, such as attendance data and field observations and ratings, Agency agrees that it shall not release, except to the University or its agents or employees, such personal information contained therein, without the written consent of the student or as otherwise provided by law.

**SECTION SIX
COMPENSATION**

The assignment of students to the internship program will be without compensation from the Agency.

**SECTION SEVEN
DISCRIMINATION**

The University and the Agency will not discriminate in the assignment of Social Work students to the internship program because of race, color, creed, national origin, disability, sexual orientation, sex, sexual orientation, or gender identity or expression.

**SECTION EIGHT
LIABILITY**

- A. Without waiving any defenses to which they could avail themselves in case of litigation, the Agency and the University agree to be liable to the extent provided by law for the acts/omissions of their respective officers, employees, and agents.
- B. All medical or health care (emergency or otherwise) that a student or faculty member receives at the Agency will be at the expense of the individual involved. Agency will however assist interns in any emergency situation, to receive appropriate care. The student or faculty member will not be considered an employee of the Agency, and will not be entitled to workers' compensation under the Agency's coverage, or health care insurance under the plan provided by the Agency for its employees, to other benefit programs of Agency, unless agreed upon prior to the start of the internship.
- C. The University does hereby acknowledge and agree that it is an independent contractor. In discharging its duties and responsibilities pursuant to this Agreement, the University shall exercise due and reasonable care and shall comply with all assurances contained therein.
- D. The University recognizes and restates that it may be subject to liability for certain damages, which might arise out of the acts or omissions of the University, its officers, employees and agents to the extent and limit provided in Section 768.28, Florida Statutes, the State of Florida's partial waiver of sovereign immunity; provided, however this provision shall not be construed as a waiver of any right or defense that the University may have against any claim that the Agency might bring under this provision.

The University and Agency understand and agree that students are not considered agents of the University and are not covered by Section 768.28, Florida Statutes.

- E. The School Board of Clay County, Florida (“Agency”) is a political subdivision of the State of Florida for purposes of sovereign immunity from tort liability. Notwithstanding any language in this contract to the contrary, nothing in this agreement shall be construed or interpreted to increase the scope or dollar limit of the Agency’s liability beyond that which is set forth in 768.28 Fla. Stat. , or to otherwise waive Agency’s sovereign immunity, or to require Agency to indemnify the University or any other person, corporation or legal entity of any kind or nature whatsoever for injury or loss resulting from any acts other than the negligent acts of the Agency or its agents, invitees or employees. The Agency shall not indemnify any party for attorney’s fees or costs other than those court costs which are set forth by Florida Statute or other Florida law as recoverable costs of court.

SECTION NINE

NOTICES

Any notice provided for or concerning this agreement shall be in writing and be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth at the beginning of this agreement.

SECTION TEN

GOVERNING LAW

This agreement shall be governed by, and construed in accordance with, the laws of the State of Florida.

College of Social Work
Florida State University
For and on behalf of the State of Florida

[Signature]

Nicholas F. Mazza, Ph. D
Dean & Patricia V. Vance Professor
[Name and Title]

[Date of signing]

The School Board of Clay County, Florida
(Agency)

(Signature)

Carol Studdard, Chairman of the Board
(Printed Name and Title)

August 21, 2014
(Date of signing)