### FLORIDA STATE UNIVERSITY COLLEGE OF SOCIAL WORK AGENCY AGREEMENT

Agreement made, by and between,	, an agency
organized and existing under the laws of the State of	with its principal office located at
[address],	,[city]
[county]	[state, referred to in this
agreement as Agency, and the Florida State University Bo the State of Florida, for and on behalf of the Florida State U to in this agreement as the University.	

The purpose of this agreement is to guide and direct a working 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:

RECITALS

#### 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, Florida State University Regulations, policies or procedures, or Florida Board of Governors Regulations, and will 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 educator/supervisor with a certificate of participation upon their request redeemable for college courses at university as may be available under Florida law and applicable rules and regulations.
- G. To inform students that they are to maintain confidentiality of communications and records about the Agency's clients.

#### **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 workspace for the students to the extent feasible through mutual planning and make available appropriate supervision.
- D. Provide weekly supervision for students during their internship.
- E. Assist in the evaluation of students' learning and performance.
- F. 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 at the University.
- G. Make provisions for orientation of faculty members of the University to the facilities, philosophies, policies, and programs of the Agency.
- H. Provide an interdisciplinary team experience. (If applicable)
- I. 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 is 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.
- E. Representatives of the Agency are required to complete the data information sheet (Appendix 1) and submit the resume of the MSW supervising the student(s). Both documents will be required before the student's internship begins.

#### **SECTION FOUR**

#### TERM OF ASSIGNMENT

The term of this agreement shall be for a period of thirty-six (36) 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 thirty-six (36) 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, provided the termination of the agreement is not the fault of the student. This agreement may be modified at any time provided that any and all modifications will be in writing and signed by both parties.

#### **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

Except for employment-based internships, the assignment of students to the internship program will be without compensation. However, students may be compensated through a stipend 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, religion, national origin, age, disability, sexual orientation, sex, veteran's status, marital status, gender identity, gender expression, or any other legally protected group status.

#### **SECTION EIGHT**

#### LIABILITY

A. The University is a public body corporate of the State of Florida, and its liability for tort claims is governed by section 768.28, Florida Statutes. The College is self-insured under the State Risk Management Trust Fund, up to the liability limits prescribed in section 768.28, Florida Statutes.

The University further warrants that it will keep such self-insurance in full force and effect to respond to any claims arising out of the actions of the College, its faculty and staff, which does not include its participating students, during the term of this agreement and for the two-year period immediately following the termination or expiration of this agreement. The University shall provide the Agency with confirmation of such self-insurance upon execution of this agreement and upon the Agency's request. Nothing in this agreement is intended to be construed or interpreted as (1) denying either the University or the Agency any remedy or defense available to it under state laws; (2) the consent of the State of Florida or any of its agents and/or agencies to be sued; or (3) a waiver of sovereign immunity of the State of Florida beyond any waiver explicitly stated in the Florida Statutes. 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.

- B. The University agrees that each student, while participating in a pre-approved course of study or training program and when not subject to the immunity as described in section 768.28, Florida Statutes, is provided patient general liability protection, including professional liability protection, arising out of the rendering of or failure to render professional healthcare services, for total claims or judgments arising out of the same incident or occurrence up to a liability of \$1,000,000 without an annual aggregate, with such protection being provided by the Florida State University College of Medicine Self-Insurance Program (FSUSIP). A certificate evidencing this commercial insurance policy shall be provided to the Agency upon request.
- C. The University is a public body corporate of the State of Florida and is not statutorily or legislatively authorized to indemnify other parties to its agreements. In recognition thereof, the parties agree that, as to any claims for damages brought or asserted by non-parties to this agreement, each party hereto agrees to be fully responsible for the acts or omissions of its own employees and agents while acting within the scope of their employment or agency and arising out of its obligations under this agreement, and neither party shall be responsible for the acts or omissions of the other party's employees or agents. This recognition by the parties hereto is intended to be consistent with the State of Florida's waiver of sovereign immunity pursuant to section 768.28, Florida Statutes, and it does not alter said waiver or extend the liability of either party beyond the limits established in section 768.28, Florida Statutes.
- D. 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.
- E. 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.

# 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. Venue shall be considered proper in Leon County, Florida.

The Florida State University Board of Trustees, for and on behalf of the Florida State University College of Social Work
[Signature] Craig Stanley, Ph.D., LCSW
Craig Stanley, Interim Dean [Name and Title]
[Date of signing]
[Agency]
[Signature]
[Printed Name and Title]

[Date of signing]

## **APPENDIX 1**

# FLORIDA STATE UNIVERSITY COLLEGE OF SOCIAL WORK OFFICE OF FIELD EDUCATION AGENCY DATA SHEET

## **PLEASE TYPE**

Agency Name:	
Address:	
City: Stat <u>e:</u>	
	Zip Code:
Phone <u>: (</u> )	Fax: ()
Agency Type: (Select the one that most applies) AdministrationAging/ GerontologyAlcohol, Drug or Substance AbuseChild WelfareCorrections/Criminal JusticeDevelopmental DisabilitiesDomestic Violence/Crisis InterventionFamily ServicesGroup Services Other:	Health Care Housing International Mental Health Public Assistance/Welfare Occupational Rehabilitation School Social Work Social Policy
Area Location: (Select one that is closest to the  Gainesville Area International Jacksonville Area Miami/South Florida Area Orlando Area  Agency Description: Please write a brief nar primary function, including population served, social work, etc. If more space is needed, add or	Out of State Panama City Area Pensacola Area Tampa Bay Area Tallahassee Area Remote/Virtual rative description of the agency's age ranges of clients, the role of

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Types of Students accepted: (Check all that apply) Generalists: BSW (32 hours per week/one semester) (Primary task of BSW students must complete a, biopsychosocial assessments, develop case plans, write progress notes, use of scales/screening tools (i.e., ASQ/stress) MSW (1st-year students 27 hours per week/one semester) (Primary task of 1st year MSW students must complete a, biopsychosocial assessments, develop case plans, write progress notes, use of scales/screening tools (i.e., ASQ/stress) \*\*Note: Weekly hours in field placement increase during the summer semester Clinical: MSW (2<sup>nd</sup> year and Advanced Standing Clinical Students – 32 hours per week/one semester) Primary task clinical students must complete are biopsychosocial assessments, develop treatment plans, write progress notes, use of scales/ screening tools (i.e.- depression/anxiety etc.) Graduate Students specialize in one of two areas; please indicate any preferences: Social Leadership (On campus only) Clinical Part-time BSW (12-16 hours per week over two semesters) Part-time MSW (12-16 hours per week over two semesters) Additional Comments: \_\_\_ Agency Contact Person: Telephone: E-mail: Please Attach Resumes for MSW Field Educators

Thank you for your interest in our interns!

Please return this form to: COLLEGE OF SOCIAL WORK

OFFICE OF FIELD EDUCATION

E-mail: <u>CSWFieldAgreements@fsu.edu</u>

Tel: (850) 644-4860

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