

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, CONDITIONS, AND REQUIREMENTS OF AN AGENCY AGREEMENT BETWEEN ST. JOHNS COUNTY, FLORIDA AND THE UNIVERSITY OF NORTH FLORIDA IN ORDER TO PROVIDE STUDENT INTERNSHIPS THROUGH THE HEALTH AND HUMAN SERVICES DEPARTMENT AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE AGREEMENT ON BEHALF OF ST. JOHNS COUNTY

WHEREAS, interns provide a valuable volunteer service; and

WHEREAS, the Health and Human Services Department benefits from intern projects, research, and work products; and

WHEREAS, internships foster the health and human services profession by providing students an opportunity to work in their chosen field and further their education; and

WHEREAS, the County has determined that accepting the terms of the Agency Agreement, and entering into said Agreement will serve the interests of the County.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AS FOLLOWS:

Section 1. The above Recitals are hereby incorporated into the body of this Resolution, and are adopted as Findings of Fact.

Section 2. The Board of County Commissioners hereby approves the terms, provisions, conditions, and requirements of the Agency Agreement between St. Johns County, Florida and the University of North Florida in order to provide student internships through the Health and Human Services Department and authorizing the County Administrator, or designee, to execute the agreement on behalf of St. Johns County.

Section 3. To the extent that there are typographical or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval of the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 5th day of May, 2009.

BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA

Attest:

Pam Halterman
Deputy Clerk

By:

Cyndi Stevenson
Cyndi Stevenson, Chair
RENDITION DATE 5/7/09



AGENCY AGREEMENT

This Agreement made, by and between St. Johns County Health and Human Services Department, an agency organized and existing under the laws of the State of Florida, with its principal office located at 1955 US 1 South, Suite D9, St. Augustine, St. Johns County, Florida 32085 (hereinafter “Agency”), and the University of North Florida Board of Trustees (hereinafter “University”), of for and on behalf of its Department of Sociology and Anthropology in its College of Arts and Sciences.

Recital of Purpose and Intent

The purpose of this Agreement is to memorialize a relationship between the Agency and the University where the University’s students will provide services to the Agency while the students obtain learning experiences during a course, Community Agency Practicum I (SOW 4511) (hereinafter “Practicum”), as part of the student’s undergraduate studies.

Based on the foregoing, and in consideration of their mutual promises and undertakings, the Agency and the University agree as follows:

1. **Obligations of the University Regarding its Students.** The University agrees to do the following:
 - A. Provide the Agency with the number and names of the students it would like to have placed at the Agency for the Practicum prior to the commencement of any semester and arrange for Agency staff to interview the student(s).
 - B. Establish guidelines and objectives for the University’s students seeking to participate in the Practicum and screen the students for preparedness for placement.
 - C. Advise the students that they are providing services to the Agency in a supportive role based on their level of education, training etc. as the students are not trained clinicians or traditional social workers.
 - D. Notify students that they are required to abide by the rules of the Agency insofar as such rules do not conflict with Florida Statutes, or the University’s regulations and policies including the University’s Student Conduct Code. Further, the University will withdraw any student from the Agency at the request of the Agency for sufficient cause.
 - E. Notify students that they are prohibited from transporting Agency’s clients in their personal vehicle.
 - F. Notify students that they are prohibited from transporting Agency clients in an Agency vehicle without being accompanied by an authorized Agency employee or representative.
 - G. Notify students that they are prohibited from making in-home visits to an Agency client unless they are accompanied by an authorized Agency employee or representative.
 - H. Inform students that they are to maintain confidentiality of communications and records regarding the Agency’s clients.

- I. Provide educational workshops and/or information pertinent to the Practicum for Agency staff having teaching or supervisory responsibilities regarding the students participating in the Practicum.
- J. Require that all students be aware of liability insurance requirements regarding use of their personal property and further while providing services in their role as a student during their assignment to the Agency.

2. **Obligations of the Agency Regarding the University's Students.** The Agency agrees to do the following:

- A. Work with University faculty members to orientate them to the facilities, philosophies, policies, and programs of the Agency.
- B. Assist in the orientation of the students to the Agency and provide access to equipment and records as necessary for teaching purposes.
- C. Acknowledge that based upon the undergraduate level of this Practicum, the University's students will provide services to the Agency in a supportive role rather than services as a clinician or traditional social worker.
- D. Provide learning opportunities for students in accordance with cooperative planning with University faculty and the Agency staff. This may include individual, family, and group experiences.
- E. Allow the student to participate in social histories, progress notes, treatment plans, and other appropriate documentation.
- F. Inform students of potential risks and safety protocol specific to the Agency's client population and physical work environment.
- G. Not ask or knowingly permit a student to transport an Agency client in their personal vehicle.
- H. Not allow a student to transport an Agency client in an Agency vehicle unless the student is accompanied by an authorized Agency employee or representative.
- I. Report incidents (e.g., accident, injury, threats) experienced by a student to the Social Welfare Program Director.
- J. Not ask or knowingly permit a student make an in-home visit to an Agency client unless they are accompanied by an authorized Agency employee or representative.
- K. Provide work space for the students to the extent feasible through mutual planning and to make available appropriate supervision of the student's activities on behalf of the Agency.
- L. Assist University faculty in the evaluation of students' learning and performance in completing assigned duties for the Practicum placement.
- M. Retain the right to request the termination of any student from the Practicum whose behavior may be hazardous to client or patient care, unethical or unprofessional. All terminations are to be coordinated with the University's Social Welfare Program Director.

3. **Obligations of the Agency and the University Regarding the University's Students.** The Agency and the University agree to do the following:

- A. Students participating in the Practicum must be acceptable to the Agency and to the University. Accordingly, Agency staff will have the opportunity to screen the

prospective students in advance of the students beginning the Practicum and will have the right of refusal if the student seems unsuitable.

- B. Assignments for students will be planned cooperatively by University faculty and the supervisory staff at the Agency.
- C. Faculty, supervisory staff, and students will work together to maintain an environment, which provides quality client services and quality student learning.
- D. Representatives from the University, the Agency and the student will meet at least once during the term of the Practicum for a joint review of the placement. These parties may communicate more often if the parties believe it is necessary.

4. **Term of the Agreement.** The term of this Agreement shall be for a period of thirty-six (36) months. This Agreement may be renewed by mutual agreement by both parties commencing January 1st and ending December 31st of the renewal year. Either party may terminate this agreement by providing the other party with thirty days advance notice in writing. If the date of termination occurs during the term of a Practicum, the student will be allowed to finish that Practicum. This agreement may be modified at any time provided that any and all modifications will be in writing and signed by both parties.

5. **Confidentiality.** The University is required to comply with federal and state privacy laws, such as the Family Educational Rights Privacy Act (FERPA), regarding student's educational records. To the extent that the Agency maintains records regarding the student's educational experience, such as attendance data and field observations and ratings, the Agency agrees that it shall not release, except to the University or its agents or employees, such educational and personal information contained therein, without the written consent of the student or as otherwise provided by law.

6. **Compensation.** The placement of students in this Practicum will be without compensation from the Agency.

7. **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. 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 students in the event of a medical emergency to receive appropriate and necessary care. The University's students or faculty members will not be considered to be 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.
- B. 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.
- C. The University recognizes and restates its 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 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.

8. **Entire Agreement.** This Agreement is intended to be the sole and complete expression of the understanding and obligations of the Agency and the University and all prior agreements are superseded. This Agreement may not be modified or amended except by express written agreement of both the Agency and the University.

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

10. **Severability.** If a court of competent jurisdiction invalidates any provision of this Agreement, then all of the remaining provisions of this Agreement shall continue unabated and in full force and effect.

IN WITNESS OF THE FOREGOING, and voluntarily intending to be legally bound by the above ten (10) enumerated paragraphs as stated on the these four (4) pages, the parties have set their hands and seals this ____ day of _____ 2009:

Agreed by:

Michael D. Wanchick
County Administrator
St. Johns County

Date

Mark E. Workman, Ph.D.,
University of North Florida
Representative of the Board of Trustees

Date