



### Memorandum of Understanding

- I. This Memorandum of Understanding (hereinafter called the "Agreement") is entered on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ ("Effective Date") by and between the Florida Atlantic University Board of Trustees (hereinafter called the "University") and Broward County, a political subdivision of the State of Florida (hereinafter called the "Agency") for social work internships. University and the Agency are collectively referred to as the "Parties."
- II. WHEREAS, the University is desirous of utilizing facilities of the Agency for students enrolled or seeking a degree in the Phyllis and Harvey Sandler School of Social Work at the University (hereinafter referred to as "students"); and WHEREAS, the Agency has such facilities and is desirous of cooperating with the University in making them available for educational purposes; NOW THEREFORE, in consideration of these promises and the mutual understandings hereinafter stated, it is hereby understood and agreed as follows:
- A. The University and the Agency jointly agree:
1. As of the Effective Date, the Agency will provide supervision and access to its facilities for a social work learning experience for students enrolled or seeking a degree in the Phyllis and Harvey Sandler School of Social Work at the University.
  2. This Agreement shall be effective for an indefinite duration. This Agreement may be terminated as follows:
    - i. For convenience at any time by either party providing at least thirty (30) days prior written notice of termination to the other party. Upon any such termination for convenience, students currently placed in the social work internships will be allowed to complete the internships;
    - ii. Upon the mutual agreement, in writing, of the Agency and the University; or
    - iii. By the Agency Administrator, upon giving no less than thirty (30) days' notice (if determined possible by the Agency Administrator) to University, in the event the Broward County Administrator determines that termination is necessary to protect the public health, safety, or welfare.
  3. The Agency and University will cooperate in the placement of students, each sharing responsibility for the final selection of students. The Agency has no obligation to work with students who are initially considered to be, or are later found to be, unsuited to the Agency program.

4. This Agreement shall be governed by the laws of Florida. No party to this Agreement shall, in connection with any aspect of its performance, discriminate against any person based on a legally protected class, including race, color, religion, age, disability, sex, national origin, marital status, sexual orientation, pregnancy, gender identity and expression, veteran status or any other basis protected by law.

B. Responsibilities of the Phyllis and Harvey Sandler School of Social Work:

1. The University shall provide a Field Faculty liaison to the Agency, who shall coordinate student and Agency placements and activities.
2. The University will confer with the Agency prior to the placement of any student in order to establish or to review the purpose, provisions and responsibilities involved in the field education.
3. The University is responsible for monitoring the learning experiences of the student.
4. When circumstances beyond the control of the University or Agency indicate the student must be replaced, or if the Agency is unable to meet the conditions of the agreement, the University may withdraw the student from the Agency. This action would be taken only in consultation with the Agency Field Instructor and other Agency personnel involved in the placement program.
5. The University provides Field Instructor's training and group meetings during the year for Agency Field Instructors. These programs are planned to promote understanding of curriculum of the Phyllis and Harvey Sandler School of Social Work, encourage communication and interaction between practice and social work education and develop competence in field instruction.
6. Pursuant to Florida Board of Governor's Regulation 7.008(16), the University provides Intern Participation Certificates for the primary agency Field Instructors approved by the University and designated to provide social work supervision for students placed with the Agency. Each designated field instructor may accrue up to 6 credits for supervision of a student completing a minimum of 400 hours of field placement with the agency.
7. University shall maintain professional liability insurance in amounts not less than \$1,000,000 per occurrence or claim and \$3,000,000.00 in the aggregate, covering the acts of students while participating in the social work internships at the Agency, and general liability insurance in amounts not less than \$1,000,000 per occurrence or claim and \$2,000,000 in the aggregate. Agency may ask for proof of said insurance policy and/or coverage at any time during the term of this Agreement. University shall ensure that insurance coverages required by this Agreement remain in full force and effect for the duration of this Agreement and shall insure that there is no lapse in coverage. University shall provide notice to Agency of any cancellation or modification of any insurance policy or self-insurance coverage required by this Agreement at least thirty (30) days prior to the effective date of cancellation or modification. All required insurance coverages under this Agreement shall provide primary coverage and shall not require contribution from any Agency insurance, self-insurance or otherwise. University shall be solely responsible for the payment of any deductible or self-insurance retention. University is self-insured as a state agency of the State of Florida. University shall provide to Agency a letter of self-insurance as verification of its self-insurance program.

8. Students participating in the social work internships are not employees of the Agency and are not entitled to compensation from the Agency for performance of the duties described in this Agreement or as part of the social work internship. University shall inform students that their participation in the social work internship is solely on a volunteer basis for educational benefit, without compensation. Students' receipt of credit for the social work internship shall not be considered compensation. The Agency is not responsible to ensure that any student obtains academic or other credit for participation in the social work internship.

C. Responsibilities of the Agency:

1. The Agency designates one primary Field Instructor for the student. The field instructor must have two years of experience and either a Bachelor of Social Work for Bachelor level students or a Masters of Social Work for Master level students. It is the responsibility of the Agency to verify that the assigned primary field instructor has the appropriate level social work degree. The specific roles and requirements for Agency Field Instructors and task supervisors are found in the University Phyllis and Harvey Sandler School of Social Work Field Education Manual.
2. If there are multiple supervisors, the primary Field Instructor coordinates the total learning experience, including the Educational Learning Plan, and is responsible for completing the midterm progress report and final evaluation report. Tasks supervisors should be used only after consultation with the Coordinator of Field Education.
3. The Agency provides time for the Field Instructor to hold an individual supervisory session with the student for at least one hour per week. Time is provided for group conferences with the students as needed during the school year and for teaching preparation in advance of the conferences. Group supervision does not substitute for the mandatory weekly one hour individual supervision.
4. The Agency provides time for the Field Instructor to attend the mandatory Field Instructor's training and meetings of field instructors during the school year. All new field instructors will be permitted to attend the 16 hour Field Instructor's training prior to accepting their first student.
5. The Agency provides office supplies, telephones and arrangements that enable the student to function effectively, as well as adequate provisions for safeguarding confidential material such as case material and student records.
6. The Agency provides learning experiences, including orientation to the Agency and case assignments.
7. The Agency will provide all students with opportunities to have social work activities assigned at the micro (individual), mezzo (family and/or groups), and macro (community, administrative) levels. All activities and documentation assigned to students will be appropriate social work tasks according to the level of the student.
8. The Agency communicates immediately with the Field Faculty any concern regarding the student's learning or professional behavior. If the Field Faculty cannot mediate any concerns, a student review will be held. The field instructor will participate in the review and provide written

feedback of any concerns about the student's performance.

9. The Field Instructor is responsible for prompt submission of the mid-term progress report and the final field evaluation in proper form and content which adequately describes the student's field learning.
10. The Agency will consult with the University immediately if specific circumstances arise that requires the Agency to ask that the student be withdrawn from the placement during the semester.
11. The determination of the number of students and the level of students (i.e., BSW, MSW Foundation or MSW Concentration/Advanced Standing) to be assigned to the placement shall be negotiated between the Agency and the Phyllis and Harvey Sandler School of Social Work. The Agency has the final decision on the number of students it can accommodate. The Phyllis and Harvey Sandler School of Social Work has the final decision on the level of students it places at an agency.
12. The Agency shall inform the student of any requirements for background screening, drug testing, health screenings, student's execution of a release and waiver liability, and other requirements. The Agency will assist the student in either obtaining these requirements or informing the student where he/she can obtain such screening/testing and monitor student compliance.
13. The Agency shall facilitate access to emergency health care for any student in any instance of injury or illness, while such student is undertaking assigned duties at or on behalf of the Agency.
14. The Agency shall retain ultimate control and responsibility for client care.
15. The Agency is a self-insured political subdivision of the State of Florida, in accordance with Florida Statutes, Section 768.28. The Agency shall provide to University a letter of self-insurance as verification of its self-insurance program upon request.

D. Miscellaneous:

1. Indemnification. The Agency and University each agree to be fully responsible for the acts and omissions of their own officers and employees in the course of performing their obligations under this Agreement. Nothing herein is intended to serve as a waiver of either party's sovereign immunity. Nothing herein shall be construed as consent by either party to be sued by third parties in any matter arising out of this Agreement.
2. Third Party Beneficiaries. Neither University nor the Agency intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.
3. Independent Contractors. University and the Agency are independent contractors with respect to this Agreement. Nothing in this Agreement is intended to create a relationship, express or implied, of

Florida Atlantic University  
Phyllis and Harvey Sandler  
School of Social Work

employer-employee or principal-agent between the Agency and University or between the Agency and any student. Neither party shall have the right to bind the other to any obligation not expressly undertaken under this Agreement.

4. Amendments. No modification, amendment, or alteration in the terms or conditions contained in this Agreement shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by duly authorized representatives of the Agency and University.
  5. Assignments. Neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by either party.
  6. Advertising. Neither party shall use the name, logo, or likeness of the other in any advertising or promotional material without the prior written consent of the other party.
  7. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.
  8. Severability. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.
  9. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term of this Agreement. A failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. Any waiver must be in writing signed by an authorized signatory of the Party.
  10. Representation of Authority. University represents that this Agreement constitutes the legal, valid, binding, and enforceable obligation of University, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that University has with any third party or violates any law, rule, regulation, or duty arising in law or equity applicable to University. University further represents that execution of this Agreement is within University's legal powers, and each individual executing this Agreement on behalf of University is duly authorized by all necessary and appropriate action to do so on behalf of University and does so with full legal authority.
  11. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.
- E. Responsibilities of the Student: The University shall inform the student that:

1. The student is required to follow Agency and University policies, procedures, programs and operating standards.
  2. The student is responsible for completing all required documentation and assignments required by the Phyllis and Harvey Sandler School of Social Work and the Field Instructor.
  3. The student is responsible for preparing for and participating in regular supervisory and evaluation conferences.
  4. The student has the responsibility to act professionally and ethically, to maintain confidentiality, and to elevate service to others above self-interest.
  5. The student is responsible for his/her own health insurance since this will not be provided by the Agency. If the Agency has health requirements, the student is responsible for meeting these Agency requirements.
- III. The following supplements to this agreement are attached hereto and made a part hereof: None.

APPROVED:

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor authorized to execute same by Board action on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, and Florida Atlantic University Board of Trustees, signing by and through its \_\_\_\_\_ duly authorized to execute same.

AGENCY

ATTEST:

BROWARD COUNTY, by and through  
its Board of County Commissioners

\_\_\_\_\_  
Broward County Administrator, as  
ex officio Clerk of the Broward County  
Board of County Commissioners

By: \_\_\_\_\_  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Insurance requirements approved by Broward  
County  
Risk Management Division:

Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue

Florida Atlantic University  
Phyllis and Harvey Sandler  
School of Social Work

By: Colounall 03/12/19  
Name: Colleen Pounall  
Title: Risk Analyst

Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

By: Adam Katzman 3/13/19  
[Name] Adam Katzman (Date)  
Assistant County Attorney

AGREEMENT BETWEEN BROWARD COUNTY AND FLORIDA ATLANTIC UNIVERSITY BOARD  
OF TRUSTEES FOR SOCIAL WORK INTERNSHIPS

UNIVERSITY

WITNESSES:

FLORIDA ATLANTIC UNIVERSITY  
BOARD OF TRUSTEES

Signature

Naelys Luna  
Naelys Luna, PhD, MSW  
Director Phyllis and Harvey Sandler School of  
Social Work

By: Diane E. Alperin  
Authorized Signor

Diane E. Alperin, PhD, MSW  
Senior Advisor, Academic Affairs

Signature

Georgia Brown  
Georgia Brown, MSW  
Coordinator Field Education Program

12 day of February 2019

ATTEST:

\_\_\_\_\_  
Corporate Secretary or other person  
authorized to attest

Approved as to Form  
and Legality  
General Counsel  
Florida Atlantic University

(CORPORATE SEAL OR NOTARY)