



# Travis County Commissioners Court Agenda Request

**Meeting Date:** October 29, 2013  
**Prepared By/Phone Number:** Juanita Jackson/ 854-4467  
**Elected/Appointed Official/Dept. Head:**  
Sherri E. Fleming, County Executive of Travis County Health and Human Services & Veterans Service

**Commissioners Court Sponsor:** Judge Samuel T. Biscoe

## **AGENDA LANGUAGE:**

Consider and Take Appropriate Action on Memorandum of Understanding With St. Edwards University for the Placement of Social Work Interns In the Health and Human Services and Veterans Service Department.

## **BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:**

This MOU is required by the St. Edwards Social Work program in order to place social work interns at County locations. County Social Work staff would serve as field instructors for the interns, providing an hour of supervision weekly. Social Work interns provide between 16 and 35 hours of services per week during their unpaid internships.

## **STAFF RECOMMENDATIONS:**

Staff recommends the approval of the MOU.

## **ISSUES AND OPPORTUNITIES:**

This MOU allows HHS&VS to develop relationships with another professional School of Social Work. The department currently hosts interns from Texas State University and the University of Texas at Austin. As volunteers at the programs they serve, interns are required to have their own liability insurance as part of their school programs.

## **FISCAL IMPACT AND SOURCE OF FUNDING:**

None.

## **REQUIRED AUTHORIZATIONS:**

None.

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to the County Judge's office, [agenda@co.travis.tx.us](mailto:agenda@co.travis.tx.us) by **Tuesdays at 5:00 p.m.** for the next week's meeting.




**TRAVIS COUNTY HEALTH and HUMAN SERVICES  
and VETERANS SERVICE**  
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**Sherri E. Fleming**  
County Executive for HHS/VS  
(512) 854-4100, Fax (512) 279-2197

## **M E M O R A N D U M**

**Date:** October 24, 2013

**To:** Members of the Commissioners Court

**From:**   
Sherri E. Fleming, County Executive  
Travis County Health and Human Services and Veterans Service

**Subject:** Memorandum of Understanding Social Work Interns

**Proposed Motion:**

Consider and Take Appropriate Action on Memorandum of Understanding With St. Edwards University for the Placement of Social Work Interns In the Health and Human Services and Veterans Service Department.

**Summary and Background:**

HHS &VS periodically sponsor Social Work internships at programs serving the public. These Social Work interns are college level students supervised by accredited Schools of Social Work. Interns provide 16 to 35 hours of services to the County as part of their internship experience, supervised by qualified County staff. St. Edwards University requires a signed Memorandum of Understanding (MOU) to place interns and this agenda item is to approve that MOU.

**Staff Recommendations**

Staff recommends signature of the MOU with St. Edwards' University.

**Budgetary and Fiscal Impacts:**

None.

**Issues and Opportunities:**

This will allow HHS&VS to develop partnerships with St. Edwards as well as the other schools of Social Work in our area that currently place interns at HHS&VS locations. Interns from the University Of Texas School Of Social Work and Texas State University School of Social Work have been placed at HHS&VS. This MOU will expand the pool of interns to choose from for qualified field instructors who work for HHS& VS. Interns are required to have liability insurance as part of their field placement and practice under the license of their field instructor. The Community Centers of HHS&VS traditionally host interns to enhance their on-site programs, groups, and case management services provided by Social Workers.

**St. Edward's University  
Social Work Program**

**Memorandum of Understanding**

This memorandum of understanding ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between St. Edward's University, Inc. ("University") and Travis County, Texas, a political subdivision of the State of Texas, ("Agency") by and through Travis County Health, Human Services and Veterans Services ("Department").

**WHEREAS**, administrators of the University have established an approved professional program ("Program") which has been accredited by the Council on Social Work Education; and

**WHEREAS**, the primary objective of field instruction within the Program is for students to continue the integration of knowledge, skill and competence on a practical level with the goal of achieving competence on the level of a beginning social work practitioner; and

**WHEREAS**, the Agency has facilities and performs activities ("Agency Services") which can further the accomplishment of the goal of the Program and is desirous of cooperating with the University in making those facilities and activities available to provide an educational experience through practical application of academic training in an intellectual environment outside the University;

**NOW THEREFORE, THE PARTIES MUTUALLY AGREE TO THE FOLLOWING:**

**A. The University and the Agency jointly agree:**

1. Agreement Term. As of October 1, 2013, the Agency will allow the University to participate in Agency Services in a manner that will provide instruction in the area of social work for students enrolled in the Program at the University. The Initial Term of the Agreement will continue through July 31, 2014, unless sooner terminated as provided in this Agreement. This Agreement may be renewed for another one-year term beginning August 1, 2014, and continuing through July 31, 2015, by written agreement of the parties. This Agreement may be terminated by either Party with 30 days written notice.

2. The determination of the number of students to be assigned to the placement shall be negotiated between the Agency and the University. The Agency has the final decision on the number of students to accommodate.

3. No party to the agreement shall, in connection with any aspect of its performance, discriminate against any person by reason of race, color, sex, age, religion, handicap or national origin.

4. The parties agree that the students are not employees and that they are not intended to replace regular paid employees or contractors for services.

5. The parties agree that there shall be no fees paid by Agency to the students participating in the practicum.

6. The student and the University must complete and execute the attached form that specifically indicates agreement about the following:

- a. the duration of the internship
- b. the educational goals and objectives to be attained by each student during the internship at the Agency.
- c. the processes for evaluating the student's attaining these goals and objectives.

7. This Agreement is not intended to create, nor may it be deemed or construed to create, any relationship among or between the parties other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. The Parties expressly agree that each party is an independent contractor and assumes all of the rights, obligations and liabilities applicable to it as an independent contractor. No employee of either party shall be considered an employee of the other party or gain any rights against the other party pursuant to that party's personnel policies. The relationship of the parties under this Agreement is not and shall not be construed or interpreted to be a partnership, joint venture or agency. The relationship of the parties shall be an independent contractor relationship. Neither party shall have the authority to make any statements, representations or commitments of any kind, or to take any action which shall be binding on the other party or which shall hold itself out to be binding on the other Party.

8. To the extent authorized under the Constitution and laws of the State of Texas, University shall hold Agency, its elected officials, and employees harmless from liability resulting from University's acts or omissions within the terms of this Agreement.

9. University and any participating student shall maintain strict confidentiality of all information learned during the course of the internship which is the subject of this Agreement, including information about cases, transactions, processes or functions performed at the Agency. This includes maintaining confidentiality for ten years after the end of the internship period.

10. This Agreement may only be signed by written amendment signed by both parties.

11. This Agreement shall be construed in accordance with the laws of the State of Texas, and any suit relating to this Agreement shall be in a court of appropriate jurisdiction in or for Travis County, Texas.

12. It is expressly understood and agreed by all parties that, neither the execution of this Agreement, nor any conduct of any representative of Agency relating to this Agreement, shall be considered to waive, nor shall it be deemed to have waived, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its governmental powers and functions, nor shall it be considered a waiver of sovereign immunity to suit.

13. The parties agree that all services and activities provided under this Agreement will be provided within the professional guidelines and criteria established and maintained by the University, the Agency and the Council on Social Work Education, including all academic and professional standards established at the time of this Agreement and throughout the Agreement term(s).

14. The parties agree that specifics of each student assignment will be as determined by the Field Instructor and agreed to by Agency.

## **B. Responsibilities of St. Edwards's University (University) Social Work Program**

1. The University will provide a copy of the student's resume of relevant experience and education, and will verify the student's registration and ongoing affiliation in good standing with the University.

2. The University will provide the Agency with current information on dates of practicum assignments, hours of work and the nature of education assignments necessary for each student, and will update such information as necessary.

3. The University will designate a faculty liaison, ("Field Director"), to work with the Agency in developing student assignments and training activities, assisting with student evaluation and resolving any disputes as may arise.

4. The University will confer with the Agency prior to the placement of any students, and throughout the practicum experience as deemed necessary by Agency, in order to establish or to review the purpose, provisions and responsibilities involved in the practicum experience.

5. The University is responsible for monitoring the learning experiences of the student.

6. The University, at the request of the Agency, will withdraw any student who, after negotiation and conciliation, is determined by the Agency to be unsuitable for continuation in the Agency Services in terms of adherence to the Agency's policies and procedures or general performance of services provided pursuant to this Agreement.

7. The University acknowledges the cooperative nature of the internship program and solicits professional consultation in relevant aspects of the field program.

8. The University will notify the Department in writing within two business days if any student withdraws from the University or from the course through which the internship is being offered, or if any student becomes inactive as a student at any time during the internship.

### **C. Responsibilities of the Agency**

1. The Agency will designate one or more staff person(s) within the Department with appropriate social work qualifications (as provided by the University) to instruct and to supervise the student(s) and to be available as required by the University to ensure student learning.

2. The Agency will provide adequate time for the Field Instructor to hold individual conferences with the student for at least one hour per week.

3. The Agency will be responsible for the actual supervision and control of the student activities within the Agency.

4. The Agency will supply reasonable (as determined by Agency) office supplies, telephone facilities and office arrangements which enable the student to function effectively. There will be adequate provision for safeguarding confidential materials, such as case material and student records.

5. The Agency will provide the student with a variety of learning experiences, including orientation to the Agency and direct service experience within the organizational functioning of the Agency.

6. The Agency will communicate immediately with the Field Director any concern regarding the student's performance/learning.

7. The Agency will be responsible for submissions of evaluation reports (as prescribed by the University) which adequately describe the student's learning in field.

8. The Agency will consult with the Field Director immediately if specific circumstances arise which requires the Agency to ask for the student to be withdrawn from the placement during the year. The Agency will have final say over any such withdrawal after consultation with the University.

9. The Agency will agree to arrange student schedules which will not conflict with those schedules of the University as presented by the student at the beginning of the program.

10. The Agency will make time available to Field Instructors to participate in periodic meetings and/or workshops held by the University. The University will provide the Agency with prior notice of such meetings and/or workshops to enable the Agency to make appropriate arrangements to accommodate the student's absence when necessary.

11. The Agency agrees to provide reasonable access to the University and supply each student with all Agency policies, rules and regulations which are pertinent to the student's role in the practicum as those materials are made available to Agency by University.

**D. Responsibilities of the Student: The University shall inform the student and ensure that the student agrees to the following:**

1. The student will follow Agency and University policies, procedures, programs and operating standards. Examples are rules for hours of Agency operation, necessary/allowed absences, monthly reports, narrative reports, and provision for continuity of services and treatment during school holidays which may be necessary and which are planned for in advance with the Field Instructor.

2. The student will be under the actual control and supervision of the Agency during participation in field activities.

3. The student will complete all required documentation, such as process recording, treatment summary recording and reports required by the Social Work Program and the Field Instructor.

4. The student will prepare for and participate in regular evaluation conferences.

5. The student has the responsibility to act professionally and ethically, to maintain confidentiality, and to give priority to the client's rights and needs over his or her own.

6. The student is required to obtain malpractice liability insurance, since this will not be provided by the Agency or the University. Such insurance must include limits of Two Million Dollars (\$2,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate per policy year, against any claims arising from any act or omission of any student while participating in the Agency Services. A certificate of such insurance shall be provided to the Department prior to the start of any work at an Agency site, and shall be in effect for the duration of the student's participation. If the Agency has health requirements, the student is expected to meet all requirements of the Agency.

7. The student is not an employee and is not entitled to financial remuneration during the placement.

8. The student will provide services only in accordance with the Agency's policies and procedures, including the Agency's alcohol and drug policy. To the extent the University's policies and

procedures conflict with the Agency's policies and procedures, and rules, the Agency's policies, procedures and rules will apply.

9. The student must authorize the Department to perform a criminal background check and to decline approving any student based on receipt of unacceptable information from that criminal history.

10. The student must complete an interview with the Department.

11. The Agency must agree to the goals and objectives and approve the student for participation in the Agency Services.

12. The student must remain a registered student of the University throughout the term of the internship.

13. The student shall continue to provide their own personal health insurance and any benefits; and will not receive any compensation from County during the internship.

APPROVED

BY: \_\_\_\_\_  
Sam Biscoe, Travis County Judge

\_\_\_\_\_  
Date

BY: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
St. Edward's University

\_\_\_\_\_  
Date

BY: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
St. Edward's University

\_\_\_\_\_  
Date