

Internship/Externship/Clinical Experiences

Preliminary Checklist

Unless otherwise noted, terms regarding the description or nature of the internship do not require OGC review as these determinations can be made by the internship/program coordinator.

General Notes:

It is most common that a College is the actual entity looking to enter into the agreements. Accordingly, although the name of the signing party is always the “University of South Florida Board of Trustees, a public body corporate”, the reality is the College is doing the actual placements, monitoring of compliance etc. The list below uses both terms as the responsibility is the University’s but the actor is the College.

Signatures:

Any agreement that contemplates the transfer of funds should be signed by the Vice President. General placements and academic requirements off site may be signed by the Dean of the College.

Maintenance:

All agreements should go through the College with a single office responsible for record keeping. Often the Departments may keep the actual agreement but a copy should be maintained by the College. The College should be aware of the administrator monitoring compliance.

General Terms:

1. Name of Parties: There are generally two parties to the Agreement. For USF, the title must include *University of South Florida Board of Trustees, a public body corporate*. Then it can include for and on behalf of (*the College of...; the Department of...*).
2. Purpose: Name the purpose of the agreement.
3. Financial Arrangement if any:
 - clinical experience only for academic credit
 - student will be provided scholarship paid by the site to the University
4. Employment by Site: Students are generally NOT employees of the site and the agreement should specifically state this.

5. Define Academic Goals:
 - Students: what will the student do, how will the student be supervised, curriculum, planning, accreditation, training prerequisites, record keeping, progress, who will be the contact at the University?
 - Site: what will the site do for the student, what are the requirements of the site, who will be the contact at the site? Ultimately the final evaluation of a student should vest in the University. However, the site normally reserves the right to dismiss or remove the student from the site for cause.
6. Organizational Privacy and Public Record Duties: Mutual duty to respect the Privacy regulations that affect both including FERPA and HIPAA as well as the public record responsibilities of each. Any changes require OGC review.
7. Program Evaluation: Many sites will agree to a post program evaluation.

For #8-11 the following are essential to consider and to remember AFTER the agreements are signed:

- ***Students must perform the tasks. Accordingly, the University should review the clauses to ensure that the University does not agree to perform these tasks but that the University will advise all students of the requirements and the University will advise students that they will not be eligible to participate in the clinical assignment until all items are completed.***
 - ***Students are responsible for scheduling, payments and record retention and production.***
 - ***The University will be responsible for ensuring compliance: So internally the College or Department must assign a responsible person to monitor and ensure compliance.***
 - ***Colleges should provide applicants to their programs the information that:***
 - ***Clinical assignments are part of the academic requirements of the course***
 - ***It is the student's fundamental responsibility to secure the clinical placements***
 - ***Eligibility may be affected by criminal records prior to or during enrollment.***
 - ***Licensing is NOT guaranteed and is the responsibility of the students.***
8. Student Background Checks: Sites may require these. Colleges may consider requiring the background checks before Registration. However, if the College does not require the checks, the University as part of any agreement should be clear that they will require the student to obtain the checks and how the records will be maintained. Any changes require OGC review.
 9. Drug Testing: Same as above. Any changes require OGC review.

10. Vaccinations: If the site requires the vaccinations, the University may need to agree that students will be advised of the need for vaccinations. Often the waivers that may be applicable to students may not be applicable to individuals in outside settings.
11. COVID-19: If a student is directed to self-isolate and that student is also assigned to a clinical site or other affiliated facility as a part of their University academic program, the University will require that student to advise the clinical site or facility of the quarantine status. This will enable the student to determine the applicable site or facility protocols to ensure the health and safety of the student and the facility employees. A student may request assistance from the University to ensure and facilitate this required notice.
12. Personal Health Insurance and Emergency Care: Often sites require proof of health insurance and need the students to agree to pay for any health care needed. The University can agree to inform students that it is the student's responsibility to pay for any personal healthcare or emergency care and health insurance.
13. Student Liability Insurance: Although USF employees are covered by the self-insurance program and may have sovereign immunity under Florida Statute 768.2, Students are **not** similarly covered. The USF Self Insurance Program does provide liability insurance for students in health related internships that are covered by SIP. Accordingly, internship sites may require students to obtain liability insurance unless it is prohibited by statute. (Note: 1012.75 FS prohibits school districts from requiring student interns to purchase liability insurance). Colleges that have students participating in off-site learning experiences for credit should have liability insurance options available for students, with identifiable costs. If possible, all students should be advised upon registration or enrollment of the required off site experience hours necessary and the possible associated costs. Suggested language: "The University shall assure and require students to provide proof of professional liability insurance either through a College purchased policy or an individual policy. A copy of the policy or certificate will be (sent to the College, provided on request, etc.). The exception to the need for liability insurance is (1) in cases of College of Education as noted above and (2) in cases where the student's internship is with a not for profit organization and the student is considered a volunteer under the Florida Volunteer Statute (Florida Statute 768.1135) http://www.leg.state.fl.us/Statutes/index.cfm?App_mode=Display_Statute&URL=0700-0799/0768/Sections/0768.1355.html. Any changes require OGC review.
14. Indemnification: The University cannot offer to indemnify third parties. This language must be amended to reflect at the very least the addition of the term: "To the extent permitted by Florida Statute Section 768.28, the University...." The site could be

required to indemnify the University if possible. Sometimes it is best to be silent all together as the University cannot offer reciprocal indemnification. Any changes require OGC review.

15. University Liability Insurance: The University is self-insured and a copy of the certificate can be provided or found on line at <http://generalcounsel.usf.edu/client-resources/pdfs/certificates-of-insurance.pdf>. Any changes require OGC review.
16. Non-Employee Status: The agreements should say that the students are not employees of the site or University.
17. Travel: Many agreements state that transportation is the student's responsibility (cost and travel).
18. Leaves of Absence: Many sites will not grant leaves of absence and students should be advised accordingly. It is helpful if this term is laid out such as "Site shall not grant leaves of absence from regular duties to students during their clinical placements."
19. Discipline and Dismissal: Site may want to retain control to remove student without liability. Often the language will place appeal from dismissal with the University. It is helpful to have language that requires the site to participate in the appeals at the University.
20. Regulatory Requirements: To the extent the sites need to comply with regulations, sites may include that language. Sites may require vaccinations etc.
21. Defending a Lawsuit: Terms of events of disputes or litigation are appropriate such as providing notice to the other of a suit. However, normally the University would not agree to arbitration. Any changes require OGC review.
22. Choice of Law: Should always be Florida and Hillsborough County where possible. Any changes require OGC review.
23. Discrimination: All agreements should include standard anti-discrimination clauses agreeing to comply with the federal and state non-discrimination laws. Any changes require OGC review.
24. ADA: Same as 22 above. Any changes require OGC review.

25. Religious Issues: These are difficult to address as a blanket term and may need to be discussed individually. Any changes require OGC review.
26. Termination: The agreement should include some termination clause that permits termination by either party with 30 days-notice provided that current students in clinical placements will be permitted to complete their placement if possible.
27. Renewal: The agreement has a term and may be auto renewed for a period (often called “evergreen” clauses).
28. Amendments: Usually a clause such as “The terms and conditions of this agreement may be amended in writing and signed by both parties to be effective.”
29. Independent Contractor: Standard language could be: “In the performance of this agreement, each party is an independent contractor, and neither is the agent, employee or servant of the other, and each is responsible for its own conduct.”