



College of Education and Human Sciences  
Communicative Sciences and Disorders  
Lower level Curry Health Center  
32 Campus Drive  
Missoula, MT 59812-6695  
406 243-2363

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### MEMORANDUM OF UNDERSTANDING

This AGREEMENT, entered as of the last date of authorized signature (hereinafter referred to as "EFFECTIVE DATE," by and between Browning Public Schools Special Services, an educational institution located at PO Box 610, 111 1<sup>st</sup> Avenue SW, Browning MT 59417, hereinafter referred to as "BPSSS," and the University of Montana, an educational institution located at 32 Campus Drive, Missoula, MT 59812, hereinafter referred to as "UNIVERSITY," sets forth the intent of both parties to mutually cooperate in providing practicum placement of the UNIVERSITY graduate students in Communicative Sciences and Disorders, hereinafter referred to as "STUDENT(S)."

### RECITALS

WHEREAS, BPSSS desires to assist UNIVERSITY by offering clinical practicum experiences for STUDENT(S); and

WHEREAS, UNIVERSITY is a provider of education for STUDENT(S) studying communicative sciences and disorders, and desires STUDENT(S) to have clinical practicum experiences that can be offered by BPSSS under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties as follows:

#### I. UNIVERSITY'S SERVICES AND RESPONSIBILITIES

- 1.1 UNIVERSITY will assume sole responsibility for the selection and assignment of each STUDENT(S) to the clinical practicum subject to BPSSS approval.
- 1.2 UNIVERSITY will identify a clinical faculty member of the Department of Communicative Sciences and Disorders (hereafter referred to as "CSD CLINICAL FACULTY LIAISON") to serve as a liaison between STUDENT(S) and BPSSS for all programmatic activities and evaluations (to be determined and submitted for BPSSS approval prior to STUDENT(S) placement).
- 1.3 UNIVERSITY agrees to consult and cooperate with BPSSS to establish mutually acceptable schedules for STUDENT(S).
- 1.4 UNIVERSITY is fully licensed to train STUDENT(S) in speech and language pathology. All services provided by STUDENT(S) shall be performed in a competent, professional and careful manner,

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consistent with BPSSS and its policies and procedures, industry standards) as defined by the American Speech Language & Hearing Association (ASHA), and in accordance with applicable laws, rules and regulations.

- 1.5** UNIVERSITY CSD CLINICAL FACULTY LIAISON will evaluate and document STUDENT(S)' skills to allow STUDENT(S) to meet the required competencies outlined by the 2014 for the Certificate of Clinical Competence (CCC) in Speech-Language Pathology (SLP) from American Speech –Language Hearing Association (ASHA).
- 1.6** STUDENT(S) may work at BPSSS providing services only after having completed the orientation provided to UNIVERSITY STUDENT(S) by BPSSS and complete and return the UM CSD Clinical Practicum Agreement.
- 1.7** UNIVERSITY agrees to obtain and maintain supporting credentials and documentation for STUDENT(S) prior to initially scheduling STUDENT(S) as outlined in Exhibit A. This documentation is subject to review at any time by BPSSS.
- 1.8** UNIVERSITY and STUDENT(S) shall not disclose to any third party (i) any information contained in or derived from client records, or (ii) any information concerning the business of BPSSS that BPSSS treats as proprietary or confidential.
- 1.9** Supervision: UNIVERSITY shall arrange for concurrent supervision of STUDENT(S) by an onsite clinical supervisor and UNIVERSITY CSD CLINICAL FACULTY LIAISON. ASHA standards require that supervision of STUDENT(S) be provided by an ASHA certified speech language pathologist, and that at least 25% of STUDENT(S)' total contact with each client is directly observed for therapy and diagnostics. The amount of supervision "should be adjusted upward if the graduate student's level of knowledge, experience, and competence warrants. Supervision must be sufficient to ensure the welfare of the client/client." Requirements for supervisors are detailed at Council for Clinical Certification in Audiology and Speech-Language Pathology of the American Speech-Language-Hearing Association 2014, Standards for the Certificate of Clinical Competence in Speech-Language Pathology. Retrieved March 2014 from <http://www.asha.org/Certification/2014-Speech-Language-Pathology-Certification-Standards/>. UNIVERSITY will make arrangements with BPSSS Department Directors in the area where the STUDENT(S) are to be placed to assure that STUDENT(S) have a consistent and appropriate level of supervision by an onsite clinical supervisor to meet ASHA standards.
- 1.10** UNIVERSITY and STUDENT(S) agree to abide by any current and future applicable standards as set forth by the Healthcare Insurance Portability and Accountability Act (HIPAA).
- 1.11** UNIVERSITY and STUDENT(S) agree to maintain confidentiality of any client information attained via access to documents, written materials, computerized transmissions and/or verbal information necessary for the completion of services rendered. UNIVERSITY and STUDENT(S) also agree to

maintain all federal and state regulations with regard to the confidentiality of client health information.

- 1.12** Pursuant to RCW 28A.400.330, UNIVERSITY agrees that any STUDENT(S) who has/have pled guilty to, or been convicted of, any felony crime involving the physical neglect of a child under Chapter 9A.42 RCW, the physical injury or death of a child under Chapter 9A.32 or 9A.36 RCW, sexual offenses under Chapter 9A.44 RCW where a minor is the victim, promoting prostitution of a minor under Chapter 9A.88 RCW, the sale or purchase of a minor child under RCW 9A.64.030, or violation of similar laws of another jurisdiction shall be prohibited from being placed with, and working in, BPSSS. UNIVERSITY shall furnish such documents as may be required to evidence such compliance. Failure to comply with this section shall be grounds for BPSSS to immediately terminate this Agreement.

## **II. BPSSS RESPONSIBILITIES**

- 2.1** BPSSS agrees to provide STUDENT(S) opportunities for clinical evaluation, therapy, and observation of clients with communication and hearing disorders.
- 2.2** BPSSS agrees to meet with UNIVERSITY CSD CLINICAL FACULTY LIAISON to plan the activities of the clinical placement both prior to and during the STUDENT(S)' clinical practicum placement.
- 2.3** BPSSS agrees to provide orientation to STUDENT(S) prior to their providing services at BPSSS.
- 2.4** BPSSS staff shall supervise STUDENT(S) performing services under this agreement as outlined in section 1.9. BPSSS shall designate in writing an ASHA certified speech language pathologist to supervise STUDENT(S). The ASHA certification and State licensure for the speech language pathologist must remain current for the term of this agreement.
- 2.5** BPSSS shall retain responsibility for the provision of care to clients. BPSSS will assume administrative and professional supervision of the STUDENT(S), the onsite clinical supervisor, and the CSD CLINICAL FACULTY LIAISON insofar as their presence affects the operation of BPSSS and/or the direct or indirect care of any/all clients.
- 2.6** Comments regarding the STUDENT(S)' performance shall be communicated directly to UNIVERSITY via the appropriate BPSSS supervisor. BPSSS reserves the right to terminate the contract of UNIVERSITY, or ask that specific STUDENT(S) not return to BPSSS if STUDENT(S) are not demonstrating safe, efficient care. This will be done with no penalty to BPSSS.
- 2.7** BPSSS assumes no obligation for compensation, professional liability insurance, health insurance, hospitalization, transportation, meals, room or uniforms for STUDENT(S).

## **III. RELATIONSHIP OF THE PARTIES**

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- 3.1** The parties hereto agree that UNIVERSITY is, and throughout the term of this Agreement will remain, an independent entity performing certain duties and obligations under this Agreement and that the relationship created by this Agreement is not intended, nor shall it be construed, to create a joint venture, a partnership, or any other employer-employee relationship between BPSSS and UNIVERSITY or STUDENT(S).
- 3.2** UNIVERSITY and STUDENT(S) are not entitled to any benefits provided by BPSSS to its employees, including, but not limited to, group health insurance, dental insurance, unemployment insurance benefits, workers' compensation and disability insurance.

BPSSS is not responsible for any injuries to STUDENT(S) while they are involved in their clinical experiences. STUDENT(S) are responsible for any medical bills for injuries or disability incurred as a result of assignment of clinical experience at BPSSS.

- 3.3** All participation in the Clinical Practicum Program and all work and service performed by each Student, the CSD Clinical Faculty Liaison, and any other participant of the practicum from CSD (each a "Practicum Participant") shall be voluntary and be without financial compensation, and each Practicum Participant is not an employee or agent of BPSSS, unless otherwise expressly agreed upon by a separate employment agreement between BPSSS and Program Participant.
- 3.4** The parties agree that none of the acts of either party shall be construed to be acts by, or on the behalf of, the other party.
- 3.5** Both parties agree to obtain written permission prior to using the other party's name, trade name, image, symbol, design or trademark in any marketing, advertising or promotional campaign or in any brochure, written information, TV or radio announcements or in any other medium whatsoever.

#### **IV. LIABILITY AND INSURANCE**

- 4.1** UNIVERSITY and/or its STUDENT(S) shall, at its own cost and expense, secure and shall maintain in effect at all times during which this Agreement is in effect Professional Liability Insurance with limits of liability in an amount not less than one million dollars (\$1,000,000) per occurrence and five million dollars (\$5,000,000) aggregate. The policies shall include a "tail" covering acts or occurrences during the term of this Agreement as to which a claim may be asserted after termination of this Agreement.
- 4.2** Each party to this Agreement shall be responsible for claims and damages to persons or property resulting from acts or omissions on the part of itself, its employees, or its officers. Neither party assumes any responsibility to the other party for the consequences of any act or omission of any person firm or corporation not a party to this agreement. Neither party to this agreement shall be considered the agent of the other party. The liability of UNIVERSITY under this paragraph shall be subject to the limitations and damages and immunities of UNIVERSITY as provided by Montana law.

#### **V. TERM AND TERMINATION**

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- 5.1 This Agreement shall be effective for an initial term from Effective Date through January 31, 2021. The Agreement may be renewed for successive two-year terms upon the mutual written agreement of the parties.
- 5.2 An annual review of the CSD clinical practicum program and BPSSS participation will be conducted at a time determined by both parties. Any of the terms of this Agreement may be renegotiated and the provision hereof revised, but any such changes must be made in writing and signed by both parties to be effective.
- 5.3 BPSSS may terminate this Agreement immediately upon the occurrence of any of the following by giving written notice to UNIVERSITY setting forth the reason for the termination:
- a. Material breach of this Agreement;
  - b. Actions of omissions, negligence and/or willful misconduct of UNIVERSITY and/or its STUDENT(S) that jeopardize the health, safety or welfare of any of BPSSS clients;
  - c. Dishonest or fraudulent conduct of UNIVERSITY;
  - d. UNIVERSITY admission of insolvency, making of an assignment for the benefit of its creditors, or filing of a voluntary petition for bankruptcy;
  - e. The filing of an involuntary petition of bankruptcy against the UNIVERSITY for which petition is not stayed or discharged within 60 days;
  - f. The indictment of UNIVERSITY on criminal charges, or
  - g. UNIVERSITY loss of accreditation for applicable program.
- 5.4 This Agreement may be terminated by either party during its term for any cause or for no cause effective immediately upon written notice to the other party. If BPSSS terminates Agreement for NO cause, it is agreed that the STUDENT(S) currently enrolled in clinical activities at BPSSS will be allowed to complete their rotation.

## VI. ADDITIONAL DECLARATIONS

- 6.1 Any written notice required or permitted under this Agreement shall be delivered by hand or by certified mail, return receipt requested, and directed to the representative party at its last known address. Unless and until changed, the address of BPSSS shall be:

Browning Public Schools Special Services  
PO Box 610  
111 1<sup>st</sup> Ave SW  
Browning MT 59417

The address for University shall be:  
University of Montana  
Office of Legal Counsel

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32 Campus Drive  
Missoula, MT 59812  
ATTENTION: Legal Services

- 6.2 This Agreement cannot be changed or modified except by an instrument in writing executed by both parties.
- 6.3 UNIVERSITY shall not assign this Agreement or delegate any of its responsibilities hereunder. Subject to the forgoing, this Agreement shall be binding on the parties, their successors and legal representatives.
- 6.4 The headings of the various articles of this Agreement are inserted for convenience and do not expressly or by implication limit, define or extend the specific terms of the articles so designated.
- 6.5 The parties agree to comply with all applicable federal and state anti-discriminatory laws in performance of this Agreement, including but not limited to those requiring accommodations for any STUDENT(S) with disabilities.
- 6.6 This Agreement constitutes the entire understanding and agreement between the parties hereto and supersedes all prior agreements, arrangements and understandings between the parties with respect to its subject matter.
- 6.7 The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.
- 6.8 Whenever the context hereof requires the gender of all words shall include the masculine, feminine and neuter and the number of all words shall include the singular and plural.
- 6.9 In the event any provision of the Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable with its terms.
- 6.10 This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original instrument, but all of which taken together shall constitute one instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the officials thereunto duly authorized

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the officials thereunto duly authorized

*Hillary Stowell*  
Hillary Stowell  
University of Montana  
Provost's Office

*10/7/18*  
Date

*Quinn Mathis*  
BPSSS Representative

*12/6/18*  
Date

*Julie A. Walter*  
Julie A. Walter, PhD, CCC-SLP  
University of Montana, Dept. CSD  
Department Chair/Professor

*10/7/18*  
Date

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## EXHIBIT A

### Supporting Credentials and Documentation Required from University

- Documentation of immunity to measles, mumps, rubella and varicella.
- Documentation of TB screening.
- Documentation of three Hepatitis B vaccines, serologic evidence of immunity, or furnish a signed waiver for the Hepatitis B vaccine or evidence of currently being in the vaccination process.
- Documentation of Criminal background by Verified Credentials, Inc.
- Documentation of CPR training.
- Documentation of passing HIPAA curriculum modules from Collaborative Institutional Training Initiative (CITI).
- STUDENT(S) shall be responsible for meeting all health requirements and other credentialing requirements, including all associated costs.
- No Exclusion or Debarment. University represents and warrants to BPSSS that University, its officers, directors, employees and any individuals assigned to provide services to BPSSS under (i) are not currently excluded, debarred, or otherwise ineligible to participate in the federal health care programs as defined in 42 USC § 1320a-7b(f) (the "Federal Healthcare Programs") or any state healthcare programs; (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services but have not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs or any state healthcare programs; and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in being excluded from participation in the Federal Healthcare Programs or any state healthcare programs. This shall be an ongoing representation and warranty during the term of this Agreement. University shall be responsible for querying all applicable data bases to assure that the representations and warranties set forth in this Section remain true and correct and shall immediately notify BPSSS of any change in the status of such representations and warranties. Any breach of this section shall give BPSSS the right to terminate this Agreement immediately for cause. In no event shall an individual who is excluded debarred or otherwise ineligible to participate in the Federal Healthcare Programs or any state healthcare programs or who has been convicted of a criminal offense related to the provision of healthcare items or services be permitted to provide services to BPSSS under this Agreement.