

MEMORANDUM OF AGREEMENT
BETWEEN
UNIVERSITY OF SOUTH FLORIDA
COLLEGE OF BEHAVIORAL AND COMMUNITY SCIENCES
DEPARTMENT OF COMMUNICATION SCIENCES AND DISORDERS

AND

AGENCY: SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

This Agreement is made and entered into, between the University of South Florida, Board of Trustees, a public body corporate, for its College of Behavioral and Community Sciences and Department of Communication Sciences and Disorders, Tampa, Florida 33620, hereinafter referred to as the University, and the School Board of Sarasota County, Florida, hereinafter referred to as the Agency.

WHEREAS, Students at the University who are candidates for a Master's degree in Communication Sciences and Disorders are required to obtain clinical field experiences; and

WHEREAS, the Agency desires to participate and cooperate with the University to implement said program by accepting and placing students with the Agency to enable them to obtain clinical field experiences by providing services to the Agency; and

WHEREAS, This Memorandum of Agreement will serve as a recognition of the separate and mutual responsibilities of the University and Agency to each other and to the students involved, and

WHEREAS, the purpose of the external clinical experience is to provide graduate students with a supervised clinical practicum that will enrich the knowledge and skills required for competent practice as a Speech-Language Pathologist.

NOW THEREFORE, In consideration of the mutual covenants herein, the parties agree as follows:

I. THE UNIVERSITY SHALL:

- a. Assign a faculty member in its Department of Communication Sciences and Disorders the academic responsibility for coordinating the field experience.
- b. Have its faculty representative from the Department of Communication Sciences and Disorders make contact as needed during the period of field placement to review the student's activities and to consult with a counterpart Agency staff member concerning the educational experience and progress of student(s) working at the Agency.
- c. Acquaint Agency staff members with the goals and objectives of the Department of Communication Sciences and Disorders and inform them of matters of mutual concern.
- d. Assign students to the Agency for the period of time agreed upon by the Agency and University.
- e. Assign students to the Agency who have completed BLS certification and a background check upon entry into the program.

- f. Assign students who have purchased and maintain at their own expense, professional liability insurance in the amount of \$1,000,000 per occurrence and \$3,000,000 aggregate.
- g. Withdraw any student whose progress, conduct, or performance does not meet the academic standards of the Department.
- h. Require students to maintain the confidentiality of patient information obtained while at the Agency.
- i. Assure that before any of its students, employees or agents will be permitted on school grounds while Agency's students are present, such students, employees or agents will be fingerprinted and have their backgrounds checked as provided by Florida law. University's students, employees and agents will coordinate with the Agency to arrange a mutually convenient time for the Agency to conduct the fingerprinting. University or its students, employees or agents will bear the cost of the fingerprinting/background checks. The Agency has the right to refuse entry onto its school grounds to any individual whose background check does not meet the requirements established by the Agency pursuant to Florida law.

II. THE AGENCY SHALL:

- a. Cooperate with Faculty of the Department of Communication Sciences and Disorders in planning for the Educational program and for evaluating the field experience and student performance.
- b. Assure that students are oriented to the Agency including its policies and procedures and standards for prevention, diagnostic and treatment services.
- c. Provide direct supervision of students with appropriately certified supervisors in accord with the certification standards of the American Speech-Language-Hearing Association (ASHA). Preferred experience of said Supervisor shall be a minimum of one year's experience post certification.
- d. Abide by the Code of Ethics of ASHA and by the rules, regulations, policies and procedures related to professional standards of conduct.
- e. Notify the Department of Communication Sciences and Disorders of requirements by the Agency related to students' proof of professional liability and medical insurance.

III. THE UNIVERSITY AND THE AGENCY FURTHER AGREE THAT:

- a. The assignment of students and faculty will be made without regard to the race, creed, color, sex, religion, age, disability or national origin of the persons involved.
- b. The Agency may request the University to withdraw a student whose conduct or practice of Speech-Language Pathology is not in accord with Agency policies and standards of care.
- c. In the event of illness or accident incurred as a direct result of service delivery, the Agency will provide for emergency care at the student's expense.

- d. Neither the University nor the Agency shall have financial obligations under this Agreement.
- e. This Agreement may be terminated upon the giving of ninety (90) days written notice by either party to the other party by registered mail. Any students enrolled in the clinical field experience at the time of termination shall be permitted to complete the program at the Agency.
- f. This Agreement shall commence on August 1, 2014 and shall be automatically renewed from year to year, unless either party terminates this Agreement as provided above.
- g. USF agrees, to the extent of its waiver of sovereign immunity under section 768.28, Florida Statutes, to be responsible for actual damages arising out of its conduct that are attributable to the negligent acts or omissions of USF and its officers, agents, and employees acting within the scope of their employment by USF. This statement shall not be construed or interpreted as consent by USF or Agency to be sued other than as provided by Florida law. This provision shall survive termination of this Agreement.
- h. Notify the University of any known hazards or unsafe condition on site that would jeopardize the safety of the students.
- i. University and Agency mutually agree to abide by the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA".
- j. All prior agreements between the parties concerning the placement of students in the Department of Communication Sciences and Disorders with the Agency for field experience are terminated.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their duly authorized agents as of the day and year here written below each name.

UNIVERSITY OF SOUTH FLORIDA Board of Trustees, a public body corporate, for its College of Behavioral and Community Sciences, Department of Communication Sciences and Disorders

AFFILIATION:

 Name of Agency

By _____
 Julianne M. Serovich, Ph.D.
 Dean and Professor, BCS

By _____
 Signature of Agency Representative

Date _____

 Printed name of Representative

Title _____

By _____
Theresa Hnath Chisolm, Ph.D.
Chair, CSD

Address _____

Date _____

Phone _____

Date _____

With copies to:
Felix Matias, M.S.
SLP Clinic Director

MOA/ext
4/2014

Approved for Legal Content
June 25, 2014, by Matthews,
Eastmoore, Hardy, Crauwels & Garcia,
Attorneys for The School Board of
Sarasota County, Florida
Signed: _____ASH