

## MEMORANDUM OF UNDERSTANDING

### 1. PARTIES

The Montana Department of Corrections (DEPARTMENT) and University of Montana (CONTRACTOR) enter into this Memorandum of Understanding (#MOU – UM Students MSP Clinical). The parties' names, addresses, and telephone numbers are as follows:

Montana Department of Corrections  
Montana State Prison  
5 S. Last Chance Gulch  
PO Box 201301  
Helena, MT 59620-1301  
(406) 444-3930

University of Montana  
School of Social Work  
  
32 Campus Drive  
Missoula, MT 59812  
Phone # 406-243-5275

**DEPARTMENT AND CONTRACTOR, AS PARTIES TO THIS MEMORANDUM OF UNDERSTANDING AND FOR THE CONSIDERATION SET FORTH BELOW, AGREE AS FOLLOWS:**

### 2. DUTIES/RESPONSIBILITIES OF DEPARTMENT AND CONTRACTOR

The purpose of this MOU is to provide students from the University of Montana (UM) to provide services to the mental health population at Montana State Prison. Services will include intake assessments, individual and group services, and urgent crisis response and record keeping. All services will be provided while under the direct supervision of a licensed or license eligible social worker, clinical professional counselor or the Mental Health Director. The responsibilities of the parties are as follows:

#### RESPONSIBILITIES OF THE DEPARTMENT

- assign activities to students which meet the educational goals and objectives of the practicum and the University of Montana's Bachelor of Social Work (BSW) or Masters of Social Work (MSW) program.
- provide educationally directed field supervision through the designation of an on-site Licensed Clinical Social Worker (LCSW) who will provide regular and ongoing supervision for at least one hour of one-to-one contact per week
- provide space for the student, including access to a desk, telephone and computer if necessary

#### THE DEPARTMENT LICENSED CLINICAL SOCIAL WORKER AGREES TO:

- provide a minimum of one hour per week of direct supervision to the student
- orient new students to agency structure and function, student responsibilities, policies and procedures, and to commonly used community resources

- provide guidance to student in developing a Learning Agreement to structure the practicum experience
- structure assignments/practicum tasks to help the student learn a broad range of social work interventions common to generalist social work practice (BSW students) and advanced practice opportunities (MSW students)
- in consultation with the student, assign duties and responsibilities of increasing difficulty and challenge as appropriate
- provide suitable office space and support staff as available
- utilize the student as a learner who will assume numerous responsibilities of benefit to the agency rather than as someone to fill the needs of an understaffed agency
- follow policies and procedures outlined in the UM BSW or MSW practicum manual
- monitor student performance, providing feedback regularly to the student
- utilize practicum software, Sonia, to approve student timesheets, approve and provide comments if needed to the student's learning agreement, and evaluate the student at the end of each semester
- complete agency evaluation of the practicum experience at the end of the second semester
- provide students with disabilities with reasonable accommodations agreed upon by UM Disability Services and the Director of Field Education
- reimburse students for out of pocket expenses incurred in the same manner as for agency employees
- participate in Agency Field Instructor Training and/or complete online Agency Field Supervisor training
- allow the LCSW time to write evaluations and attend field training, and student conferences

**THE DIRECTOR OF FIELD EDUCATION AT THE UM AGREES TO:**

- assume responsibility for the overall direction and coordination of the practicum
- screen student applicants and assess their readiness for practicum
- assist students and agencies in the placement process
- provide guidelines for evaluation of the student
- provide orientation and training for agency field Instructors
- be available to students, agencies and field liaisons for consultation and facilitation of student/agency issues
- assign the grade for each student's practicum
- assume responsibility for removing a student from a placement should that become necessary
- conduct site visits as needed

**THE ASSISTANT DIRECTOR OF FIELD EDUCATION AT THE UM AGREES TO (APPLICABLE TO BSW STUDENTS):**

- meet each semester with the student and the Agency Field Instructor together

- assume responsibility with the LCSW for the end of semester evaluations of the student's performance
- assist in orienting new LCSW to the School of Social Work curriculum and practicum program
- act as a resource person for students in regard to questions, resources, and suggestions for learning opportunities

**THE FIELD LIAISONS AT THE UM AGREE TO:**

- meet each semester with the student and the LCSW together
- assume responsibility with the LCSW for the end of semester evaluations of the student's performance
- assist students in completing the Learning Agreement to structure the practicum experience
- assist students in applying and integrating theory into practice
- act as a resource person for students in regard to questions, resources, and suggestions for learning opportunities

**3. TIME OF PERFORMANCE**

This Memorandum of Understanding shall take effect upon final signature, and shall terminate on \_\_\_\_\_ **May 31, 2019**, unless terminated earlier in accordance with the terms of this Memorandum of Understanding. This Memorandum of Understanding may, upon mutual agreement and according to the terms of the existing Memorandum of Understanding, be renewed for a period not to exceed a total of five (5) additional years.

Upon expiration of this Memorandum of Understanding, and in the absence of a new written agreement, the terms listed herein shall continue to govern the agreement between the parties until such time as a new Memorandum of Understanding is signed.

**4. LIAISONS AND NOTICE**

A. Jamie Ray, Mental Health Services Supervisor, 500 Conley Lake Road, Deer Lodge, MT 59722, 406-846-1320 x2266, [jray2@mt.gov](mailto:jray2@mt.gov) or successor serves as DEPARTMENT liaison.

B. Katharina Werner, LCSW, 32 Campus Drive, Missoula, MT 59812, 406-243-5589, [katharina.werner@mso.umt.edu](mailto:katharina.werner@mso.umt.edu) or successor serves as Contractor's liaison.

C. All notices and invoices required in this Memorandum of Understanding shall be in writing, properly addressed to the liaison in (A) and (B) above, and mailed first-class, postage prepaid. All notices sent via U.S. Postal Service are deemed effective on the date of postmark. Notices and invoices mailed through another carrier (e.g., UPS or FedEx) are effective upon receipt.

**5. AMENDMENTS**

All amendments to this Memorandum of Understanding shall be in writing and signed by the parties.

**6. TERMINATION AND DEFAULT**

A. The DEPARTMENT may, by written notice to CONTRACTOR, terminate this Memorandum of Understanding in whole or in part at any time CONTRACTOR fails to perform as required in this Memorandum of Understanding.

B. Either party may terminate this Memorandum of Understanding without cause by providing written notice to the other as described in this paragraph. The party desiring to terminate the Memorandum of Understanding shall provide written notice to the other, which notice will establish a termination date not less than thirty (30) days from the date of such notice.

**7. INTEGRATION**

This Memorandum of Understanding contains the entire agreement between the parties and no statement, promises, or inducements made by either party or agents thereof, which are not contained in the written Memorandum of Understanding, shall be binding or valid. This Memorandum of Understanding shall not be enlarged, modified, or altered except upon written agreement signed by all parties to the Memorandum of Understanding.

**8. SEVERABILITY**

A declaration by any court, or any other binding legal source, that any provision of this Memorandum of Understanding is illegal and void shall not affect the legality and enforceability of any other provision of this Memorandum of Understanding, unless the provisions are mutually dependent.

**9. COMPLIANCE WITH LAWS**

The parties shall, in performance of work under this Contract, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. The Parties are the employers for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. The Parties will comply with the Prison Rape Elimination Act 42 U.S.C.A. § 15601ff, the Prison Rape Elimination Act final rule 28 CFR Part 115, MDOC Policy 1.3.14, Prison Rape Elimination Act, and ACCD 1.3.1400 PREA to include incident reporting. The parties shall establish a zero tolerance policy to incidents of sexual assault/rape or sexual misconduct. Any subletting or subcontracting by the Parties

subjects subcontractors to the same provisions. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016 Parties agree that the hiring of persons to perform this Contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this Contract.

**10. HOLD HARMLESS/INDEMNIFICATION**

Each party agrees to protect, defend, indemnify, and hold harmless the other parties elected and appointed officials, agents and employees from and against all legal, equitable or administrative claims, causes of action, damages, losses and expenses, of any kind or character, including but not limited to attorneys' fees and the costs of defense, arising in favor of the other parties employees or third parties on account of bodily injury, sickness, disease, death, personal injury, violation of an offender's constitutional or statutory rights, or to injury to or destruction of tangible property except for such claims, causes of action, damages, losses or expenses which are solely due to the fault or negligence of the party seeking indemnity.

**SIGNATURE**

**DEPARTMENT**

By: Connie Winner  
Connie Winner, Administrator  
Clinical Services Division

Date: 5/21/18

**CONTRACTOR**

By: Hillary Stowell  
Hillary Stowell  
University of Montana  
Provost Office

Date: 5/7/18

Approved for Legal Content by:

By: Colleen E. Ambrose  
Print Name: Colleen E. Ambrose  
Legal Counsel  
Department of Corrections  
Date: 5/11/18

Approved for Legal Content by:

By: Claudia D. Eccles  
Claudia D. Eccles  
Associate Legal Counsel  
University of Montana  
Date: 5/3/18