

**MEMORANDUM OF UNDERSTANDING**  
**between**  
**THE UNIVERSITY OF KENTUCKY**  
**COLLEGE OF PUBLIC HEALTH**  
**and**  
**THE KENTUCKY RIVER DISTRICT HEALTH DEPARTMENT**

**1.0 PURPOSE**

The purpose of this MOU is to develop academic and educational cooperation on the basis of equality and reciprocity and to promote sustainable partnerships and mutual understanding between the University of Kentucky on behalf of the College of Public Health (hereinafter referred to as "UK CPH") and the Kentucky River District Health Department (hereinafter referred to as the "Health Department") in Hazard, Kentucky. Both UK CPH and the HEALTH DEPARTMENT may be referred to individually as the "party" or collectively as the "parties". The HEALTH DEPARTMENT and UK CPH shall remain separate entities.

**2.0 SCOPE OF ACTIVITIES**

UK CPH and the HEALTH DEPARTMENT aim to undertake cooperation in areas that may include, but are not restricted to, the following:

- 2.1 Student involvement in research, study, and service learning
- 2.2 Exchange of faculty, staff and research scholars
- 2.3 Joint research activities
- 2.4 Continuing education programs
- 2.5 Organization and participation in seminars, symposia, short-term academic programs and academic meetings
- 2.6 Exchange of research and educational materials, publications and academic information

**3.0 ACTIVITY AGREEMENTS**

Before any activities may be implemented, the parties shall discuss the relevant issues to the satisfaction of each party and enter into specific activity agreements based on the mutually agreed objectives and outcomes of the activity. Activity agreements will include such terms as the following:

3.1 Elaboration of the responsibilities of each institution for the agreed upon activity

- 3.1.1 Although independent, both the HEALTH DEPARTMENT and UK CPH shall work together for common goals.
- 3.1.2 The education of undergraduate and graduate students shall continue to be the sole responsibility of UK CPH.
- 3.1.3 Treatment of patients and execution of public health programs at the HEALTH DEPARTMENT shall continue to be the sole responsibility of the HEALTH DEPARTMENT, and shall be governed by its rules and regulations.
- 3.1.4 The HEALTH DEPARTMENT agrees to accept students of UK CPH in jointly agreed upon teaching and research activities, and field placements.
- 3.1.5 UK CPH agrees that it shall utilize the facilities and staff of the HEALTH DEPARTMENT for the education of undergraduate and graduate students so long as high standards of education and community service are maintained as provided and required by and university or program specific accreditation standards.
- 3.1.6 UK CPH agrees, in accordance with its capabilities and accreditation standards, to assist the HEALTH DEPARTMENT in providing graduate and continuing public health education programs. Such education programs may include regular "Public Health Grand Rounds", workshops focused on specific topics, and other special sessions as agreed upon.
- 3.1.7 To the extent that it can on its own, the UK CPH Department of Public Health will make educational opportunities open and available to the HEALTH DEPARTMENT, to include the MPH Seminar, and will facilitate the process for auditing courses through the Graduate School.
- 3.1.8 Upon request, UK CPH will give assistance to the HEALTH DEPARTMENT in the recruitment of staff to meet the needs for quality programs of public health education and care at the HEALTH DEPARTMENT.
- 3.1.9 Facilities at the HEALTH DEPARTMENT shall not be allocated for the exclusive use of UK CPH and facilities at UK CPH shall not be allocated to the exclusive use of the HEALTH DEPARTMENT; however, each party is committed to identifying space which can be used by the other, while still respecting who owns the space.
- 3.1.10 The UK CPH will seek appointment of the HEALTH DEPARTMENT Director and/or Deputy Director as Adjunct faculty. The adjunct status will be non-paid unless the Director/Deputy Director teaches a public health course, in which case the Director/Deputy Director will be paid as other adjuncts who teach.

- 3.1.11 Both the HEALTH DEPARTMENT and UK CPH shall retain the exclusive right to appoint their respective staff and division directors.

### 3.2 Budgets and sources of finances for the activity

- 3.2.1 Grant funds obtained for research projects involving both UK CPH and the HEALTH DEPARTMENT shall be distributed as determined by the granting agency or on such equitable basis as may be agreed upon by both parties.
- 3.2.2 Each party shall continue under the control of its own officers and boards of directors or trustees, and each shall remain solely responsible in all respects for the management of its own affairs.
- 3.2.3 The costs attributable to patient care and community public health programs shall remain the financial responsibility of the HEALTH DEPARTMENT.

### 3.3 Detailed management of intellectual property rights and publications

- 3.3.1 The HEALTH DEPARTMENT agrees to encourage its staff to participate in research projects and to provide facilities and access to data for research to the faculty of UK CPH in accordance with its capabilities.
- 3.3.2 The UK's Institutional Review Board Committee can be the mechanism for reviewing and recommending for approval research projects, including those initiated by either party.
- 3.3.3 Any publications as a result of research at the HEALTH DEPARTMENT by members of the faculty of UK CPH shall acknowledge both the HEALTH DEPARTMENT and UK CPH.

### 3.4 Any other items deemed necessary for the efficient management of the activity

- 3.4.1 Other association agreements of the HEALTH DEPARTMENT or UK CPH need not be discontinued as a result of establishing this agreement between the HEALTH DEPARTMENT and UK CPH.
- 3.4.2 The Parties agree to abide by FERPA regulations when transmitting student data between institutions.
- 3.4.3 To the extent the Parties receive Personal Information from one another, as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, 61.932 and 61.933 (the "Act"), the Parties shall secure and protect the Personal Information by, without limitation: (i) complying with all requirements applicable to non-affiliated third parties set forth in the Act; (ii) utilizing

- 3.4.4 security and breach investigation procedures that are appropriate to the nature of the Personal Information disclosed and reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction; (iii) notifying the other Party of a security breach relating to Personal Information in the possession of a Party or its agents or subcontractors within seventy-two (72) hours of discovery of an actual or suspected breach unless the exception set forth in KRS 61.932(2)(b)2 applies and the Parties abide by the requirements set forth in that exception; and (iv) cooperating with one another in complying with the response, mitigation, correction, investigation, and notification requirements of the Act.
- 3.4.5 This Agreement is being executed and delivered in the Commonwealth of Kentucky and shall be construed and enforced in accordance with the laws of the Commonwealth of Kentucky. The parties hereto agree that any legal action which is brought on the basis of this Agreement shall be filed in the Franklin County Circuit Court of the Commonwealth of Kentucky, pursuant to KRS 45A.245.
- 3.4.6 Nothing contained in this Agreement confers on either party the right to use the other party's name or likeness without prior written permission or constitutes an endorsement of any commercial product or services by either party. This agreement is subject to mutually agreed upon modifications. Any modifications shall be in writing and added as attachments to this agreement.
- 3.4.7 Health Department may remove students from placement if Health Department determines student violated Health Department policies. If Health Department removes a student, Health Department shall provide notice to the UK CPH in writing.

#### **4.0 INSURANCE**

4.1 University of Kentucky shall maintain liability insurance for itself, agents, officers and employees in the amounts of not less than One Million Dollars (\$1,000,000.00) per claim and Three Million Dollars (\$3,000,000.00) aggregate per policy year.

4.2 Health Department shall maintain general liability insurance for itself, agents, officers and employees in the amounts of not less than One Million Dollars (\$1,000,000.00) per claim and Three Million Dollars (\$3,000,000.00) aggregate per policy year, or such other minimum amounts as may be required from time to time by the University of Kentucky. The policy of insurance shall provide that such insurance shall not be canceled, modified or permitted to lapse without thirty (30) days prior written notice to the University of Kentucky. Health Department shall promptly, following request by the University of Kentucky from time to time, provide evidence of such insurance acceptable to the University of Kentucky.

## **5.0 COORDINATORS**

At UK CPH, the coordinator will be the CPH Dean, and at the Health Department, the coordinator will be Director. Coordinators shall notify their counterparts should a new person be named to the position. All activities conducted under the auspices of this MOU must have the endorsement of the coordinators. The coordinators shall name liaisons at each institution to oversee the day-to-day coordination on implementing the activities in this MOU. The liaisons will serve as on-site point persons, responsible for being available to students in addressing any concerns or issues relating to the practicum, internship, or other approved placement. Liaisons should report to the coordinators any issues or concerns that may arise.

## **6.0 RENEWAL, TERMINATION AND AMENDMENT**

6.1 This MOU shall remain in force for a period of five years from the date of the last signature, but shall be reviewed annually by the chief executive officers of the HEALTH DEPARTMENT and UK CPH or by a joint ad hoc committee appointed by the chief executive officers in order to address issues identified by either party to this agreement. This MOU may be extended by the written consent of the parties.

6.2 This MOU may be terminated by either party giving written notice to the other party at least 180 days in advance of the stated termination date. Termination of this MOU shall not affect activities in progress pursuant to specific activity agreements, which shall continue until concluded by the parties in accordance with their terms or as otherwise agreed to by the parties in writing.

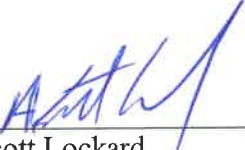
6.3 This MOU may be amended only by the written consent of the parties.

## **7.0 MISCELLANEOUS**


If either party becomes aware of a legal claim or threatened legal claim involving the other party in conjunction with this agreement, the party with knowledge of the legal claim or threatened legal claim shall inform the other party in writing within ten (10) days of receiving knowledge of the legal claim or threatened legal claim.

The University of Kentucky complies with the federal and state constitutions, and all applicable federal and state laws regarding nondiscrimination. The Program provides equal opportunities for qualified persons in all aspects of Program operations, and does not discriminate on the basis of race, color, national origin, ethnic origin, religion, creed, age, physical or mental disability, veteran status, uniformed service, political belief, sex, sexual orientation, gender identity, gender expression, pregnancy, marital status, genetic information, social or economic status, or whether the person is a smoker or nonsmoker.

This Agreement is taking place within the Commonwealth of Kentucky. Therefore this Agreement is being executed and delivered in the Commonwealth of Kentucky and shall be construed and enforced in accordance with the laws of the Commonwealth of Kentucky. The parties hereto agree that any legal action which is brought on the basis of this Agreement shall be filed in the Franklin County Circuit Court of the Commonwealth of Kentucky, pursuant to KRS 45A.245.

  
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A.Scott Lockard  
Public Health Director  
Kentucky River District Health Department

7/17/2024  
Date

  
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Heather Bush  
Dean, College of Public Health  
University of Kentucky

07/20/2024  
Date

  
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Whitney Stepp  
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