**Memorandum of Understanding**

**Between**

**The Barren River District Health Department**

**And**

**Western Kentucky University’s Public Health Programs**

**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 Western Kentucky University’s (WKU) Public Health Programs (hereinafter referred to as "WKU PHP") located in the Department of Public Health at WKU, and the Barren River District Health Department (hereinafter referred to as the "BRDHD"). Both WKU PHP and BRDHD may be referred to individually as the "party" or collectively as the "parties". WKU PHP and BRDHD shall remain separate entities, but for the purposes of participating in this MOU, the combined efforts and activities will be referred to as an ACADEMIC HEALTH DEPARTMENT.

**2.0 Scope of Activities**

WKU PHP and BRDHD aim to undertake cooperation in areas that may include, but are not restricted to, the following:

2.1 Student involvement in research, service, and applied practice experiences

2.2 Collaborative research activities

2.3 Professional/workforce development

2.4 Technical assistance, consultation, and program/curricular review

2.5 Student development through guest lectures, workshops, and adjunct teaching opportunities

2.6 Sharing of resources

**3.0 Activities Agreement**

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:

* 1. Elaboration of the responsibilities of each institution for the agreed upon activity
     1. Although independent, both the BRDHD and WKU PHPs shall work together for common goals.
     2. The education of WKU PHP undergraduate and graduate students shall continue to be the sole responsibility of WKU PHP.
     3. Treatment of patients and execution of public health programs at BRDHD shall continue to be the sole responsibility of BRDHD, and shall be governed by its rules and regulations.
     4. BRDHD agrees to accept students of WKU PHP in jointly agreed upon teaching, service, and research activities, as well as field placements and applied practice experiences. Individual agreements could be drafted for individual projects/ experiences.
     5. BRDHD agrees, in accordance with its capabilities, to participate in course-embedded applied practice experiences through identifying projects, identifying a project officer to liaise with course instructor.
     6. BRDHD agrees, in accordance with its capabilities, to enhance student development through guest lectures and workshops/seminars to WKU PHP students.
     7. BRDHD agrees, in accordance with its capabilities, to serve as key informants and provide technical assistance and consultation on programmatic issues.
     8. WKU PHP agrees that it shall utilize the facilities and staff of the BRDHD to assist in the provision of high standard education and community service experiences
     9. Facilities at BRDHD shall not be allocated for the exclusive use of WKU PHP and facilities at WKU shall not be allocated to the exclusive use of the BRDHD; however, each party is committed to identifying space which can, on occasion, be used by the other for the purposes of collaborative opportunities and experiences, while still respecting who owns the space.
     10. WKU PHP agrees, in accordance with its capabilities, to assist the BRDHD in providing continuing professional/workforce development activities based on needs identified by BRDHD. These activities could require a project contract/ fee-for-service agreement if faculty time (beyond service expectations) were to be spent.
     11. WKU PHP agrees, in accordance with its capabilities, to provide technical assistance and consultation on BRDHD projects. These activities could require a project contract/ fee-for-service agreement if faculty time (beyond service expectations) were to be spent.
     12. Both parties agree, in accordance with their capabilities, to collaborate and participate in marketing and recruitment efforts relating to the ACADEMIC HEALTH DEPARTMENT.
     13. Both parties agree to notify the other of important changes to the existing faculty or staff; the curriculum; the programs’ admissions criteria; CEPH/PHAB accreditation criteria and status; qualifications for new hires; or any other event that may impact the quality and sustainability of the ACADEMIC HEALTH DEPARTMENT.
  2. Budgets and sources of finances for the activity
     1. Grant funds obtained for research projects involving both WKU PHP and the BRDHD shall be distributed as determined by approved budget submitted to the grant agency at the time of grant application.
     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. The costs attributable to patient care and community public health programs shall remain the financial responsibility of the BRDHD.
  3. Detailed management of intellectual property rights and publications
     1. The BRDHD agrees to encourage its staff to participate in research projects and to provide facilities and access to data for research to the faculty of WKU PHP in accordance with its capabilities.
     2. WKU PHP agrees to encourage its faculty and students to participate in research and to provide access to facilities and access to data for research to the staff of BRDHD in accordance with its capabilities, along as the BRDHD are listed as study personnel by WKU Institutional Review Board (IRB).
     3. WKU’s Institutional Review Board review and approval are mandatory for these research projects initiated by either BRDHD or WKU PHP.
     4. Any publications as a result of research involving personnel from the BRDHD or faculty members of WKU PHP shall acknowledge the study personnel from both BRDHD and WKU PHP.
  4. Any other items deemed necessary for the efficient management of the activity
     1. Other association agreements of the BRDHD or WKU PHP need not be discontinued as a result of establishing this agreement.
     2. This agreement may be reviewed annually by the Public Health Director of the BRDHD or by a joint ad hoc committee composed of representatives of the BRDHD and by the current department head of Public Health at WKU.

**4.0 Coordinators**

Coordinators shall be named by each institution to serve as liaisons for implementing this MOU. All activities conducted under the auspices of this MOU must have the endorsement of the coordinators. At WKU PHP, the coordinator will be Dr. Marilyn Gardner, and at BRDHD, the coordinator will be Ms. Zona Ascensio. Coordinators shall notify their counterparts should a new person be named to the position.

**5.0 Renewal**

1. This MOU shall remain in force for a period of five years from the date of the last signature. This MOU may be extended by the written consent of the parties.
   1. 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.
   2. This MOU may be amended only by the written consent of the parties.

In witness thereof, the parties have offered their signatures hereto:

**Barren River District Health Department:**

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Public Health Director

**WKU Department of Public Health:**

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Authorized Agent

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Print or Type Name of Authorized Agent

Western Kentucky University

Department of Public Health