

MEMORANDUM OF UNDERSTANDING

Between

COMMONWEALTH OF KENTUCKY
CABINET FOR HEALTH AND FAMILY SERVICES

And
(NAME OF UNIVERSITY)

**Relating to
Student Placement Programs at
Department for Community Based Services (DCBS) Offices and Facilities**

This MEMORANDUM OF UNDERSTANDING, made and entered into as of the **1st** day of **January, 2014**, by and between the **Commonwealth of Kentucky, Cabinet for Health and Family Services, Department for Community Based Services**, hereinafter referred to as the CABINET and (NAME OF UNIVERSITY), hereinafter referred to as the UNIVERSITY.

The purpose of this Memorandum of Understanding is to provide student placement programs at the CABINET'S DEPARTMENT FOR COMMUNITY BASED SERVICES offices and facilities.

WITNESSETH:

WHEREAS,

The CABINET'S Offices and Facilities will serve as cooperative educational program facilities for the University students in such number and at such time as the parties hereto mutually agree.

NOW, THEREFORE, THE PARTIES TO THIS MEMORANDUM OF UNDERSTANDING
HEREBY AGREE AS FOLLOWS:

Section 1. The UNIVERSITY agrees:

- 1) To provide the appropriate instruction and control of its students to encourage the proper application of professional human service principles and theory during their cooperative education placement with the CABINET;
- 2) To become familiar with the policies, programs and procedures of the placement facility and the CABINET prior to initiation of student training programs;
- 3) To maintain confidentiality of client records at all times in accordance with all state and federal confidentiality laws;
- 4) To be responsible for planning each students training in consultation with personnel of the placement facility or other appropriate CABINET personnel;
- 5) To select student interns with due care as to their suitability to perform assigned tasks and with due care as to their suitability to render services to clients according to the "Code of

Ethics” for professional social workers developed by the National Association of Social Work as listed in the link below:

<http://www.socialworkers.org/pubs/code/code.asp>

- 6) To coordinate student training with placement facility activities to facilitate optimum client care;
- 7) To assist in the orientation of appropriate placement facility personnel to the aims, objectives, and educational methods of the UNIVERSITY’S educational programs; and
- 8) To assist the CABINET in the evaluation of the practicum placement program and its impact on client care.

Section 2. THE CABINET FOR HEALTH AND FAMILY SERVICES agrees:

- 1) To serve as a cooperative educational program facility in which a limited number of student interns per academic semester may be assigned for human services experience;
- 2) To provide staff time for planning with faculty of the UNIVERSITY for suitable student intern experiences;
- 3) To provide staff time for the orientation of UNIVERSITY faculty to the placement facility’s policies, programs and procedures;
- 4) To exercise its customary responsibility relative to determining the case management of clients. The CABINET shall maintain ultimate responsibility for client care and case management;
- 5) To provide supervision for the student during the onsite experience; and
- 6) To make the policies, programs, and procedures of the facility and the CABINET available to the UNIVERSITY prior to initiation of the program.

Section 3. The CABINET and the UNIVERSITY mutually agree as follows:

- 1) That the student in this cooperative educational training program shall not be deemed to be employees of the CABINET, nor will they receive any remuneration from the CABINET. The student interns shall not be covered by the CABINET’S Workman’s Compensation, and further, the CABINET assumes no responsibility for providing students with meals, laundry services, travel or other services or privileges;
- 2) That the CABINET assumes no liability for injury to student interns or UNIVERSITY faculty member which may be incurred in the course of the cooperative educational training program, except such as may properly be filed against the CABINET in the Kentucky Board of Claims;
- 3) That the CABINET or the UNIVERSITY may suspend the participation of any student in the cooperative educational training program conducted pursuant to this Memorandum of

Understanding if it finds that the student's continued participation in the program is not in the best interest of the student, the UNIVERSITY, or the CABINET;

- 4) That all regulations, policies and procedures of the CABINET will apply to persons engaged in the cooperative education training programs, unless otherwise agreed by the parties, and that confidentiality of client records shall be maintained at all times;
- 5) That the policies and procedures of CABINET Standards of Practice (SOP), *Student Interns and Volunteer Programs*, shall be followed by all persons engaged in the cooperative education training program. The link to the SOP is referenced below:

<http://manuals.sp.chfs.ky.gov/chapter30/34/Pages/3030StudentInternsandVolunteerPrograms.aspx>
- 6) That the scheduling of activities of students in the cooperative educational training program will be in accordance with the schedule of courses at the UNIVERSITY and will be explored and planned with the placement faculty or other appropriate CABINET personnel;
- 7) That student assignments planned by the instructor in consultation with personnel of the placement facility, or other appropriate CABINET personnel, will be selected in accordance with the particular opportunities available through the placement facility and shall not cause undue stress for the CABINET'S staff.
- 8) That paramount consideration in determining student assignments and in implementing all other facets of the cooperative educational training program will be the achievement of optimum client care through the placement facility; and
- 9) Both the CABINET and UNIVERSITY, are agencies and instrumentalities of the Commonwealth of Kentucky, and are vested with sovereign immunity. As such, any claim brought against either entity for negligence is governed by the Kentucky Board of Claims Act, KRS 44.070 *et seq.*

Section 4. This Memorandum of Understanding shall be effective for the school year beginning on **January 1, 2014** and ending on **January 1, 2017**.

Section 5. Either party may cancel this Memorandum of Understanding upon 30 days' written notice to the other party.

APPROVED:

Commissioner *Date*
Dept. for Community Based Services

RECOMMENDED BY:

Director *Date*
Division of Service Regions

EXAMINED AS TO FORM AND LEGALITY

Attorney *Date*
Cabinet for Health and Family Services

APPROVED:

Authorized University Official *Date*

University

University Counsel (optional)