Intern Program
Memorandum of Understanding
by and between
the Cabinet for Health and Family Services, Department for Public Health, Division of Epidemiology & Health Planning, HIV/AIDS Branch;
the University of Louisville, School of Public Health and Information Sciences; and
Lindsey Saling

This Intern Program Memorandum of Understanding (hereinafter the “Agreement”) is made by and between the Cabinet for Health and Family Services, Department for Public Health, Division of Epidemiology & Health Planning, HIV/AIDS Branch; the University of Louisville, School of Public Health and Information Sciences; and Lindsey Saling (each a “Party” and collectively the “Parties”).

WHEREAS, KRS194A.025 authorizes the Secretary of the Cabinet for Health and Family Services (“CHFS”), or their delegated representative, to enter into any contracts or agreements with individuals, colleges, universities, associations, corporations, municipalities, or other units of government as deemed necessary to carry out the intent and purposes of the cabinet;

NOW THEREFORE, the Parties hereby agree as follows:

A. That the University of Louisville, School of Public Health and Information Sciences (“UL”) will provide one (1) currently-enrolled UL student, specifically Lindsey Saling (the “Student”) as a potential intern for the CHFS, Department for Public Health, Division of Epidemiology & Health Planning, HIV/AIDS Branch (the “Division”), for the period of this Agreement. UL warrants that it has selected the Student with due care as to the Student’s suitability to perform the assigned tasks and with due care as to their rendering services according to the applicable rules and standards for such services. The Student shall be appropriately qualified and will work in one or more of the following job functions:

1. Working with the Prison to the Streets Program, at LaGrange, and Researching/locating appropriate curriculum materials for HIV/AIDS education for inmates at LaGrange.
2. Assist the Kentucky HIV/AIDS Planning and Advisory Council, (KHPAC), in writing the 2011 HIV Prevention Plan. The Department uses the plan to write the Prevention Grant presented to CDC. It is also used as a reference document for our statewide contractors, a guide for our RFP process, and an overall planning tool for HIV prevention services statewide.
3. Review KY HIV/AIDS epidemiology data, to ensure that KHPAC membership adequately reflects the Kentucky epidemic and follow up with recruitment of new members.

B. That the Division will provide, at its sole discretion, an unpaid intern position for the Student, making reasonable efforts to assign the Student to the function for which he/she has expressed a preference. The Division will also assign the Student a supervisor and a mentor, whose functions will be to ensure that the Student is usefully engaged and given every opportunity to train and perform productively.

C. That the Student's engagement with Division as agreed to herein is a required component of the Student's academic program and if successfully completed, as determined solely by UL with consideration of input from Division, the Student will receive academic credit for the Student's engagement that is necessary for the Student's degree. Student will not be paid, either in cash or in kind, by the Division, the Department for Public Health, the CHFS, or the Commonwealth of Kentucky. At no point shall the Student be considered an employee of CHFS, for any purpose,
including but not limited to unemployment, taxes, withholding, health insurance, liability, retirement, workers’ compensation, vacation, sick or other leave, the Family Medical Leave Act, accrued benefits, evaluations, or any other purpose.

D. That the Student shall work at the location assigned to him/her by the Division, at its sole discretion, during normal working hours (between 8:00 AM and 4:30 PM Monday through Friday). The Student shall be granted sufficient access to the Division security system necessary to perform assigned duties. The Student shall not be afforded after-hours access to the system.

E. That the Student shall abide by all relevant state and federal laws, regulations, policies, and procedures, including but not limited to those promulgated by the Division, the CHFS, or the Commonwealth of Kentucky and any federal privacy statutes and regulations.

F. That the Division may suspend the participation of the Student in the intern program pursuant to this Agreement if it is determined that the Student’s continued participation is not in the best interest of the Student, the CHFS, or the Division. The Division may suspend the participation of the Student in the intern program pursuant to this Agreement if it is determined that the Student has violated any state or federal laws or regulations, violated any policies or procedures of Division and/or the CHFS, or violated the terms of this Agreement.

G. That before beginning any work for the Division, the Student shall be required to sign and enter into a standard confidentiality agreement provided by the Division and, when required in order to perform the tasks, a Business Associate Agreement.

H. The effective date of this Agreement is September 2, 2010 (the “Effective Date”) and the Agreement shall expire on April 30, 2011 (the “Expiration Date”).

I. UL and Student, agree that the CHFS, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this memorandum of understanding for the purpose of financial audit or program review. UL and Student also recognize that any such books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884, if so doing is not in violation of FERPA regulations.

J. Where required by law, the Parties shall comply with the Executive Branch Code of Ethics, KRS Chapter 11A, and all applicable state and federal statutes relating to nondiscrimination.

K. The parties represent and warrant, by the signatures of their duly appointed representatives, that they are legally entitled to enter into this Agreement and will not be violating, directly or indirectly, any conflict of interest statute of the Commonwealth of Kentucky by performance of the obligations imposed on them by this Agreement. The parties further represent and warrant that they have no conflict of interest, in any manner or degree, with the performance of the duties imposed by this Agreement. The parties further represent and warrant that no persons having any conflict of interest shall be employed to assist in performing the parties’ obligations under this Agreement.

L. The laws of the Commonwealth of Kentucky shall govern all questions as to the execution, validity, interpretation, construction, and performance of this Agreement or any of its terms. Any suit, action or other proceeding regarding the execution, validity, interpretation, construction, or
performance of this Agreement shall be filed in the Franklin Circuit Court of the Commonwealth of Kentucky.

M. Any party may cancel or terminate this Agreement on thirty (30) days written notice to the other parties.

N. This Agreement may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.
IN WITNESS WHEREOF, each of the undersigned has caused this Memorandum of Understanding to be duly executed in its name and on its behalf, effective as of the Effective Date defined herein.

FOR THE:

Cabinet for Health and Family Services,
Department for Public Health,
Division of Epidemiology & Health Planning

_______________________________
Name: __ Sigga Jagne __________
Title: __ HIV/AIDS Branch Manager __
Date: __________

FOR THE:

University of Louisville,
School of Public Health and Information Sciences

_______________________________
Name: __ Richard D. Clover, M.D. __________
Title: __ Dean __________
Date: __________

FOR THE:

Student

_______________________________
Lindsey Saling
Date: __________

FOR UL, RECOMMENDED BY:

_______________________________
Name: __ Barry Wainscott, M.D., MPH __________
Title: __ Acting Director, MPH Program __

_______________________________
Name: __ Marian Hughlett, CHC, CHRC __________
Title: __ Privacy Officer __

EXAMINED AS TO FORM AND LEGALITY:

_______________________________
Attorney
Cabinet for Health & Family Services

_______________________________
Glenn Bossmeyer
Associate University Counsel
IN WITNESS WHEREOF, each of the undersigned has caused this Memorandum of Understanding to be duly executed in its name and on its behalf, effective as of the Effective Date defined herein.

FOR THE:

Cabinet for Health and Family Services,
Department for Public Health,
Division of Epidemiology & Health Planning

Name: Sigga Jagne
Title: HIV/AIDS Branch Manager
Date: 10-20-2010

FOR THE:

University of Louisville,
School of Public Health and Information Sciences

Name: Richard D. Clover, M.D.
Title: Dean
Date: 09-23-10

FOR THE:

Student

Name: Barry Wainscott, M.D., MPH
Title: Acting Director, MPH Program

EXAMINED AS TO FORM AND LEGALITY:

Name: Marian Hughlett, CHC, CHRC
Title: Privacy Officer

FOR UL, AGREED AS TO FORM:

Glenn Bossmeyer
Associate University Counsel