

MEMORANDUM OF UNDERSTANDING
between
THE UNIVERSITY OF TENNESSEE
and
THE KNOX COUNTY 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 Tennessee on behalf of the Department of Public Health on its Knoxville campus (hereinafter referred to as "UTK") and the Knox County Health Department (hereinafter referred to as the "Health Department") in Knoxville, Tennessee. Both UTK and the HEALTH DEPARTMENT may be referred to individually as the "party" or collectively as the "parties". The HEALTH DEPARTMENT and UTK 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

UTK 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 UTK shall work together for common goals.
- 3.1.2 The education of undergraduate and graduate students shall continue to be the sole responsibility of UTK.
- 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 UTK in jointly agreed upon teaching and research activities, and field placements.
- 3.1.5 UTK 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.
- 3.1.6 UTK agrees, in accordance with its capabilities, 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 UTK 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 UTK 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 UTK and facilities at UTK 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 Director (Chair or Head) of the UTK Department of Public Health shall be named as a non-paid Consultant to the HEALTH DEPARTMENT.
- 3.1.11 The UTK Department of Public Health will seek appointment of the Director of the HEALTH DEPARTMENT as Adjunct faculty. The adjunct status will be non-paid unless the Director teaches a public health course, in which case the Director will be paid as other adjuncts who teach.

- 3.1.12 Both the HEALTH DEPARTMENT and UTK shall retain the exclusive right to appoint their respective staff and division directors.
- 3.1.13 A shared position between parties will be created, to serve as the Coordinator of Student Activities. Each party will contribute exactly one-half of the total salary and benefits of the Coordinator. This staff member will have designated work space in both locations. Details of specific job responsibilities, supervision, and management will be elaborated in a separate activity agreement and contract.

3.2 Budgets and sources of finances for the activity

- 3.2.1 Grant funds obtained for research projects involving both UTK 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 UTK in accordance with its capabilities.
- 3.3.2 The Department of Public Health's Institutional Review Board Committee can be the mechanism for reviewing and recommending for approval research projects, including those initiated by either party. When research projects involve staff in both parties, the Director of the HEALTH DEPARTMENT shall appoint a staff person to serve on the Department of Public Health's IRB Committee to participate in the review and approval recommendation process of the research project.
- 3.3.3 Any publications as a result of research at the HEALTH DEPARTMENT by members of the faculty of UTK shall acknowledge both the HEALTH DEPARTMENT and UTK.

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 UTK need not be discontinued as a result of establishing this agreement between the HEALTH DEPARTMENT and UTK.
- 3.4.2 This agreement may be reviewed annually by the chief executive officers of the HEALTH DEPARTMENT and UTK or by a joint ad hoc committee composed of representatives of the HEALTH DEPARTMENT and UTK in order to address issues identified by either party to this agreement.

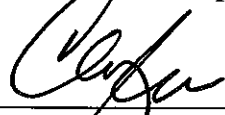
4.0 COORDINATORS


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 UTK, the coordinator will be Dr. Paul C. Erwin, Head of the Department of Public Health, and at the Health Department, the coordinator will be Dr. Martha Buchanan, Director. Coordinators shall notify their counterparts should a new person be named to the position.

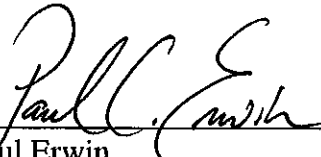
5.0 RENEWAL, TERMINATION AND AMENDMENT

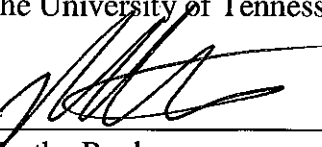
- 5.1 This MOU shall remain in force for a period of five years from the date of the last signature. This MOU may be extended by the written consent of the parties.
- 5.2 This MOU may be terminated by either party giving written notice to the other party at least 180 days in advance of the stated termination 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.
- 5.3 This MOU may be amended only by the written consent of the parties.

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


 _____ 3/14/11
 Chris Cimino Date
 Vice Chancellor for Finance & Admin.
 The University of Tennessee, Knoxville

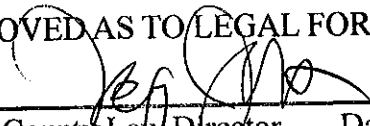

 _____ 3/12/11
 Bob Rider Date
 Dean, College of Education, Health and
 Human Sciences
 The University of Tennessee, Knoxville


 _____ 3/22/2011
 Paul Erwin Date
 Department Head, Public Health
 The University of Tennessee, Knoxville



 _____ 03-23-11
 Martha Buchanan Date
 Director
 Knox County Health Department

Contract No.: ~~11-146~~

APPROVED AS TO LEGAL FORM



 Knox County Law Director Date
JOSEPH G. JARRET, ESQ.
 KNOX COUNTY LAW DIRECTOR


 _____ 3/31/11
 Tim Burchett Date
 Mayor
 Knox County