

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE BOARD OF REGENTS OF THE INSTITUTION SYSTEM OF GEORGIA  
BY AND ON BEHALF OF  
SAVANNAH STATE UNIVERSITY  
(Name of Institution) AND  
EFFINGHAM COUNTY PRISON  
(Name of Facility)**

This is a Memorandum of Understanding on the part of **Effingham County Prison** (hereinafter referred to respectively as the “Facility”) **and** the Board of Regents of the Institution System of Georgia by and on behalf of **Savannah State University** (hereinafter referred to respectively as the “Institution”). The facility and Institution shall be herein after jointly referred to as the “parties.”

**A. PURPOSE:**

1. The purpose of this Memorandum of Understanding is to guide and direct the parties respecting their affiliation and working relationship, inclusive of anticipated future arrangements and agreements in furtherance thereof, to provide high quality field education experiences for the Institution’s students.
2. Neither party intends for this Memorandum to alter in any way their respective legal rights or their legal obligations to one another, to the student and faculty assigned to the Facility, or to any third party. However, the understandings contained herein may be incorporated into and made a part of a subsequent agreement executed between the respective Institution and Facility in a form substantially similar to that which is attached hereto and hereby incorporated by reference as “Exhibit A” hereinafter referred to as the “Agreement”.

**B. GENERAL UNDERSTANDING:**

1. The Savannah State University, Department of Social Work which is accredited by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) and the Council on Social Work Education (CSWE) requires that students pursuing Bachelor's and Master’s degrees in social work obtain supervised field education experience.
2. The field education experience (hereinafter referred to as the “F.E.E.”) will be of such content, and cover such periods of time as may from time to time be mutually agreed upon by the Institution and the Facility. The starting and ending dates for each F.E.E shall be agreed upon at least one month before the F.E.E commences. The F.E.E implementation at the Facility shall be subject to final approval by the Facility.

3. The number of students designated for participation in the F.E.E will be mutually determined by agreement of the parties, and may at any time be altered by mutual agreement. All student participants must be acceptable to both parties. Either the Facility or the Institution may withdraw any student from an F.E.E at the Facility based upon a lack of competency on the part of the student, the student's failure to comply with the rules and policies of the Facility, or, for any other reason where either party reasonable believes that it is not in their best interest for the student to continue. Such party shall provide the other party and the student with immediate notice of the withdrawal and written reasons for the withdrawal.
4. There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, disability or veteran's status in either the selection of students for participation in the F.E.E., or as to any aspect of the F.E.E.; provided however, that with respect to disability, the disability must not be such as would, even with reasonable accommodation, in and of itself, preclude the student's effective participation in the F.E.E.

### **C. MUTUAL RESPONSIBILITIES**

1. Assignment of Students. Students subject to this Agreement are assigned to Facility by Institution for the purpose of developing the Student's professional social work competence (knowledge, procedures/skills, problem solving, and professional attitudes and behaviors).
2. Schedule of Assignments. Prior to the initiation of any program for Students, the Institution shall provide information to the Facility concerning the number of Students, possible dates of assignment, the names and pertinent information about the Students, and the objectives for Students' field education experience. The Facility and Institution shall jointly plan the schedule of student assignments to Facility, including the number of Students, the hours of attendance, and the schedule of activities at the Facility. Facility shall determine the maximum number of Students accepted by Facility for assignment to an administrative or clinical practice area.
3. Designated Representative. The Facility and Institution shall each appoint a designated representative to coordinate the field education experience, and to work with the Institution's instructors and Students to facilitate a meaningful experience.
4. Changes in Curriculum, Program and Staff. Each party shall keep the other informed of changes in curriculum, program and staff which may affect the F.E.E. Representatives of both parties shall meet periodically to review the program, and to make such suggestions and changes as needed.

5. Nondiscrimination. Each party agrees that it will not discriminate against any Student in violation of any applicable Federal, State or Municipal laws on the basis of sex, race, religion, national origin, disability or veteran status, or other protected classification.
6. Right to Withdraw Student from Program.
  - i. By Institution. Institution may withdraw a student from the program at any time, upon written notice to the Facility.
  - ii. By Facility. Facility will have the right to take immediate temporary action to correct a situation where a student's actions endanger client/patient care or where, in the sole discretion of the Facility the Student's work, conduct, or health is deemed detrimental to patients or others. As soon as possible thereafter, Facility will notify the Institution of the action taken. All final resolutions of the Student's academic status in such situations will be made solely by the Institution after reviewing the matter and considering whatever factual information the Facility provides for the Institution; however, Facility reserves the right to terminate the use of its facilities by a particular Student where necessary to maintain its operation free of disruption and to ensure quality of patient care.

#### **D. INSTITUTION RESPONSIBILITIES**

1. The Institution will use its best efforts to select students for participation in the F.E.E. who are prepared for effective participation in the training phase of their overall education. The Institution will retain ultimate responsibility for the education of its students.
2. Prior to the commencement of the F.E.E., the Institution will, upon request and with proper authorization, provide responsible Facility officials with the names and information pertaining to relevant education and training for all Students enrolled in the F.E.E. program within a reasonable time before the beginning date of the F.E.E. program.
3. Institution will assign only those Students who have satisfactorily completed those portions of Institution curriculum that are prerequisite to Program participation.
4. The Institution will assign faculty/staff representative(s) as liaison(s) between the Facility and the Institution.
5. Solely for the purpose of defining the student's role in relation to the use and disclosure of Facility's protected health information, such students are defined as members of the Facility's workforce, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this agreement. However, such Students are not and shall not be considered to be employees of the Facility. Institution will notify each student of his or her status and responsibilities pursuant to this Agreement.

6. Liability Insurance. Institution shall, at all times during the term of this Agreement, maintain proof of active professional liability insurance coverage with a minimum of \$1,000,000 each occurrence, \$3,000,000 in the annual aggregate. Institution faculty members will be provided professional liability coverage pursuant to the terms and conditions of the Georgia Tort Claims Act (O.C.G.A. U50-21-20 et seq.). The Institution will provide Worker's Compensation Insurance coverage for its participating faculty members. However, the Institution will not provide Worker's Compensation Insurance or other insurance coverage for its students. This paragraph will survive the termination of this MOU.
7. Confidentiality of Patient Information (HIPAA Requirements). Institution shall ensure that its Students, faculty members, and staff members agree to protect to the fullest extent required by law the confidentiality of any client or patient information generated or received by them in connection with their F.E.E, including those laws and regulations governing the use and disclosure of individually identifiable health information under Federal law, specifically 45 CFR parts 160 and 164.
8. Publications. Institution will prohibit any publication that identifies or uses the name of the Institution, the Board of Regents of the Institution System of Georgia, the Facility or its members, clients, students, faculty or staff, directly or indirectly, unless prior written permission is received from the Institution, the Board of Regents of the Institution System of Georgia, and the Facility. However, the Facility hereby grants to the Institution the right to publish Institution administrative materials such as catalogs, course syllabi, F.E.E. reports, etc. that identify or uses the name of the Facility or its members, staff, directly or indirectly.
9. Background Checks and Health Requirements. Institution shall advise each affiliating student of the need to obtain criminal background checks, receive any immunizations and testing, or provide any records regarding relevant health conditions that may be required by Facility. Institution and the affiliating student shall, to the extent of their respective knowledge, inform Facility of any special health problems or requirements any assigned student may have. Institution and/or potentially exposed student/faculty shall be responsible for further recommended testing or follow up. Student is further required to obtain and continue personal Health Insurance, at his/her own expense throughout the term of his/her participation in the Program.
10. Institution will notify Facility in writing of any change or proposed change in a Student's status.

## **E. FACILITY RESPONSIBILITIES**

5. Orientation. The Facility shall provide Students with training or appropriate written orientation materials to assist Students in the F.E.E. at Facility.

6. Premises and Equipment. Facility will make available to Students basic supplies and equipment necessary for care of patients or clients and the F.E.E. program. Within the limitation of facilities, Facility will make available adequate work space for Students, if applicable.
7. Staff Supervision. The Facility shall provide Institution approved supervision, in conjunction with the faculty from Institution, for the Students in the program.
8. Student/Faculty Evaluation. Facility will evaluate the performance of the Student on a regular basis using the evaluation forms supplied by the Institution.
9. Client/Patient Care. The Facility shall retain responsibility for client/patient care and Students shall not be used to replace Facility employees providing care.
10. Intent to Release Student. The Facility will notify the Institution of any intent to release a student.
11. Universal Precautions. Facility and Institution acknowledge that protection of participants in the F.E.E. from exposure to blood borne pathogens is the joint concern of facility, Institution and the participant. As applicable, Facility will make available to participants for use within the Facility all personal protective equipment, including gloves, gowns, masks, and other supplies necessary to comply with Centers for Disease Control guidelines, as appropriate to the participant's F.E.E. **If the F.E.E involves exposure to blood borne pathogens,** Facility shall provide participants with education regarding blood borne pathogens appropriate to the participant's educational training at Facility, and, shall maintain documentation of such education. Institution shall, to the extent allowed by law or regulation, offer to participants at substantial risk of directly contacting body fluids, antibody and or antigen testing and vaccination in accordance with requirements of the Occupational Health and Safety Administration and Centers for Disease Control. Facility will use its best efforts to appropriately test the source patient and to obtain patient's consent to disclosure of test results to the Institution and participant.

## **F. TERMS OF AGREEMENT**

1. This Agreement shall commence upon full execution of the parties and shall remain effective for a term of three (3) years upon execution of both parties. Provided, however, that either party may terminate this contract upon thirty (30) days written notice at any time and for any reason.
2. It is understood and agreed that the parties to this agreement may revise or modify this Agreement by written amendment when both parties agree to such amendment.
3. Any such termination of this Agreement by the Facility shall not be effective as to any student who was participating in said program until such student has completed the program.

4. This Memorandum of Understanding shall be governed by, construed and applied in accordance with the laws of the State of Georgia.
5. This Memorandum of Understanding shall supersede any and all previously executed Memoranda of Understanding between the parties for applied learning experiences.

IN WITNESS WHEREOF, the parties hereunto set their hands, the day and year first above written.

AGREED TO BY:

THE BOARD OF REGENTS OF THE  
INSTITUTION SYSTEM OF GEORGIA  
BY AND ON BEHALF OF SAVANNAH STATE UNIVERSITY  
(Name of Institution)

\_\_\_\_\_  
(President of Institution)  
Date \_\_\_\_\_

FACILITY:

By \_\_\_\_\_  
Chief Executive Officer/Senior Administrator

Date: \_\_\_\_\_



## **AMENDMENT**

Insurance. During the term of this MOU, the County shall maintain workers' compensation insurance, general liability insurance, automobile liability insurance and any applicable liability insurance. The County shall be allowed to self-insure. The County shall also carry property insurance as it deems advisable on any personal property, buildings, including trailers, equipment, furnishings, watercraft or any other property stored or maintained within or attached to the Premises by the County.

Signature \_\_\_\_\_ Date \_\_\_\_\_



## INDEMNIFICATION

The College is prohibited by the Constitution of Georgia from contracting to indemnify or hold harmless any individual or entity. Article VII, Sec. 4, Paragraph 8; Article III, Sec. 6, Constitution of the State of Georgia. The College will be liable only for personal injury or property damage caused by acts or omissions of its employees in the performance of this contract to the extent provided by the Georgia Tort Claim Act (O.C.G.A. 50-21-20 et seq.)

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Executive Director/CEO

Date

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Dr. Catherine Gayle, MSW Ph.D.  
Social Work Department Chair

Date