

**MURRAY STATE UNIVERSITY
SOCIAL WORK FIELD EXPERIENCE
FACILITY CONTRACT**

WHEREAS, MURRAY STATE UNIVERSITY is desirous of providing its social work students with field experiences, and

WHEREAS, these field experiences can best be accomplished by arrangements with outside providers, and

WHEREAS, it has been determined that the use of preceptors is desirable as a component of these field experiences, and

WHEREAS, Hopkins County Schools with offices located at 320 South Seminary Street, Madisonville, KY 42431 is willing to assist MURRAY STATE UNIVERSITY in arranging for field experiences for its social work students by providing facilities and preceptors as described herein below,

NOW, THEREFORE, this contract, this day made and entered into by and between MURRAY STATE UNIVERSITY, of Murray, Calloway County, Kentucky (hereinafter referred to as the "UNIVERSITY") AND Hopkins County Schools (hereinafter referred to as the "FACILITY"),

WITNESSETH: That for and in consideration of the premises and the mutual promises contained herein, the parties have agreed as follows, to-wit:

A. MURRAY STATE UNIVERSITY agrees that, acting through its Department of Social Work, it will:

1. Appoint a FIELD EDUCATION DIRECTOR who will be the liaison representative for the University.
2. Immediately notify the FACILITY in writing of any change of the FIELD EDUCATION DIRECTOR.
3. Delineate a curriculum which provides the academic preparation needed as a basis for the field experience.
4. Use reasonable care in the selection of academically and experientially qualified students.
5. Emphasize to the student the importance of fulfilling his/her obligations to the preceptor and/or field facility.
6. Meet with preceptors periodically throughout any given semester to discuss both the student and the field experiences.
7. Cooperate in the resolution of any problems arising within the student's field experience that are directly related to the student's preceptorship experiences.
8. Evaluate, with preceptor input, the field preceptorship concept and experience together with its relationship to the goals of the particular educational program.
9. Provide evidence that the student has professional liability insurance.

B. The FACILITY agrees:

1. That it will provide the UNIVERSITY social work students with an orientation to the facility by the preceptor or other designee, which orientation will include practice and procedures, records, rules and regulations, and such other information as believed to be necessary by the preceptor or the facility out of which the preceptor operates.
2. That it will evaluate the students' field performance in mutual consultation with a representative of the UNIVERSITY'S Department of Social Work. The final decision as to grades will be that of the faculty of the Department of Social Work at the UNIVERSITY.
3. That a qualified professional of the FACILITY shall serve as FACILITY PRECEPTOR and further agrees that said FACILITY PRECEPTOR will attend such curriculum or program orientation and evaluation sessions as are mutually agreed to be necessary and beneficial to the successful completion of the training of social work STUDENTS. Said PRECEPTOR shall be an employee of the FACILITY.
4. That the FACILITY PRECEPTOR will provide field education experiences and provide supervision for same in accordance with a plan jointly arranged between FIELD EDUCATION DIRECTOR and FACILITY PRECEPTOR, which is appropriate to the academic and field level of the STUDENT.
5. That physical facilities and other equipment for the field education experience will be made available.
6. That space will be made available to FIELD EDUCATION DIRECTOR in FACILITY where private consultation with STUDENTS, FACILITY PRECEPTOR, and other FACILITY personnel may take place.
7. The following is applicable only in the event Personal Information, as defined below, is obtained, accessed, stored/hosted or collected by FACILITY and/or its Affiliates.

PERSONAL INFORMATION SECURITY. To the extent FACILITY receives Personal Information as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, 61.932 and 61.933 (the "Act"), FACILITY shall secure and protect the Personal Information by, without limitation: (i) complying with all requirements applicable to non-affiliated third parties set forth in the Act; (ii) utilizing security and breach investigation procedures that are appropriate to the nature of the Personal Information disclosed, at least as stringent as UNIVERSITY'S and reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction; (iii) notifying UNIVERSITY of a security breach relating to Personal Information in the possession of FACILITY or its agents or subcontractors within seventy-two (72) hours of discovery of an actual or suspected breach unless the exception set forth in KRS 61.932(2)(b)2 applies and FACILITY abides by the requirements set forth in that exception; (iv) cooperating with the UNIVERSITY in complying with the response, mitigation, correction, investigation, and notification requirements of the Act; (v) pay all costs of notification, investigation and mitigation in the event of a security breach of Personal Information suffered by UNIVERSITY as the result of any action or inaction of FACILITY; and (vi) at UNIVERSITY'S discretion and direction, handle all administrative functions associated with notification, investigation and mitigation.

8. FACILITY hereby agrees that records/information of any student of UNIVERSITY which are disclosed by UNIVERSITY to FACILITY under this agreement (same including all student records/information regardless of whether same constitutes or contains "Personal Information") shall be maintained and used in accordance with FERPA, 20 U.S.C. § 1232g, 34 C.F.R. § 99 et seq. and same shall not be released to any other party without consent of the student. Said

documents/information and all copies of same shall be either destroyed, deleted or returned to UNIVERSITY at the expiration or termination of this Agreement for whatever reason. In the event FACILITY has need of said documents/information upon expiration or termination of this Agreement for a valid business purpose pursuant to state or federal laws or regulations, FACILITY agrees to continue to abide by the terms of this contract in connection with the maintaining, use and disclosure of said documents/information.

9. The provisions set forth in paragraphs B(7) and B(8) hereof shall survive termination or end of the Agreement for whatever reason.

C. It is mutually understood and agreed that:

1. Field experiences for the University social work students in its Department of Social Work will be afforded at the FACILITY through the use of preceptors.
2. The social work students, while engaged in these field experiences, will be subject to the rules and regulations of the FACILITY.
3. The FACILITY will retain full responsibility for the care of patients/clients and will maintain administrative and professional supervision of students insofar as their presence reflects the operation of the FACILITY and/or direct or indirect care of patients/clients.
4. Both the UNIVERSITY and the FACILITY represent that they will comply with all applicable federal and state laws prohibiting discrimination. Each represents that it will not discriminate against any person on the basis of race, color, national origin, sex, gender identity, sexual orientation, religion, age, veteran status, or disability.
5. Nothing in this Agreement is intended to be contrary to state or federal laws and in the event of conflict between the terms of this Agreement and any applicable state or federal law, that state or federal law will supersede the terms of this Agreement.
6. This contract commences on October 1, 2025.
7. The UNIVERSITY will review the resume of potential preceptors to determine their suitability for a particular assignment. Further, the UNIVERSITY shall have the right to verify the licensing status of the FACILITY PRECEPTOR prior to the commencement of the field assignment.
8. The FACILITY PRECEPTOR is not an employee of the UNIVERSITY.
9. That with specific reference to the field experiences involving social work students, it is the intent of these parties that the FACILITY PRECEPTOR will provide:
 - a. Evaluation of experiences indicated on the rotation assignment document.
 - b. Input to assure completeness of assignments.
 - c. Consultation regarding student's learning.
 - d. Confirmation that appropriate clinical competencies have been attained.
10. That the University social work students participating in the field experience will carry professional liability (malpractice) insurance for amounts not less than \$1,000,000/\$1,000,000 unless a different sum is agreed to in writing.

11. That the FACILITY participating in the field experience will carry professional liability (malpractice) insurance for amounts not less than \$1,000,000/\$1,000,000 unless a different sum is agreed to in writing.
12. The contract will remain in full force and effect from year to year unless either party chooses in its sole discretion to cancel the contract or unless the contract is terminated in accordance with paragraph 13 below. Not less than sixty (60) days written notice will be given by either party desiring to cancel the contract.
13. That the assignment of any student to the FACILITY may be terminated for just cause and upon notification and consultation between the FACILITY and the UNIVERSITY. Any such student will be given an opportunity to be heard prior to termination from the field experience.
14. The individuals signing this CONTRACT for the UNIVERSITY and for the FACILITY, each, by his/her signature, represents and affirms his/her authority to sign as the duly authorized agent of that party to the CONTRACT.
15. This Agreement may be amended or modified only in writing signed by each of the parties hereto stating that such writing amends, modifies or supersedes this Agreement, or in the case of a waiver, signed by the party granting such waiver and stating that such party consents to a departure from the terms and provisions of this Agreement.
16. In the performance of their respective duties and obligations under this agreement, each party is an independent contractor, and neither is the agent or employer of the other.

MURRAY STATE UNIVERSITY

Hopkins County Schools

Dr. Ron K. Patterson
President

Print Name: Dr. Damon Fleming
Title: Superintendent