

August 12, 2020

Byrdine F. Lewis College of Nursing and Health Professions
Georgia State University

(404) 413-1100
(404) 413-1090 fax

MEMORANDUM TO: Wendy F. Hensel
Senior Vice President for Academic Affairs and Provost

We recommend for your approval and execution the attached (check one):

Affiliation Agreement/Amendment

With **Brooks Rehabilitation**
for the **Byrdine F. Lewis College of Nursing & Health Professions**

COMMENTS: The attached agreement meets all of the standards prescribed by the Board of Regents for affiliation agreements used to cover the training of students by their respective institutions. The attached agreement is considered contractually sound and adequate. The undersigned are in full agreement, and affirm and accept the specificity of each and every clause of the agreement. Upon the completion of your execution, please return all copies of the agreement to the Lewis College of Nursing and Health Professions Dean's Office for appropriate action to complete and distribute the copies.

8/12/2020
Date



Kelli Nowviskie, Dean's Office Administrator

8/12/2020
Date



Anthony Roberts, College Administrative Office

We concur in the above recommendation:

August 20, 2020
Date



Legal Affairs

Department contact:
Kelli Nowviskie
Byrdine F. Lewis College of Nursing & Health Professions
Georgia State University
P.O. Box 3995
Atlanta GA 30302-3995

Telephone: 404.413.1084
Email: knowviskie@gsu.edu



**Institutional Affiliation Agreement
Between
Brooks Health System
And
Georgia State University**

Physical Therapy

This Institutional Affiliation Agreement (this "Agreement") is entered into as of this 29 day of July, 2020 by and between "Brooks Rehabilitation," on behalf of itself and its affiliated, subsidiary, and related entities hereinafter referred to as "Brooks" and "The Board of Regents of the University System of Georgia by and on behalf of Georgia State University" hereinafter referred to as "Institution."

- I. **Purpose.** The purpose of this Agreement is to provide an educational experience to students enrolled in appropriate programs of the Institution.
 - A. Consideration for this Agreement shall consist of the mutual promises contained herein, the parties agreeing that monetary compensation shall be neither expected nor received by either party.
 - B. As part of the educational experience, clinical or nonclinical experience shall be provided by Brooks.

- II. **Terms and Conditions.** Pursuant to the above-stated purpose, the parties agree as follows:
 - A. **Term and Termination.** The initial term of this Agreement shall be for one (1) year, commencing on the 4 day of January, 2021 and ending on the 3 day of January, 2022. Unless terminated as provided herein, the Agreement shall automatically renew for additional periods of one (1) year each.

Either party may terminate this Agreement upon giving thirty (30) days' prior written notice to the other party. Such termination shall have no effect on Students currently receiving clinical or nonclinical educational experience.

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement shall be strictly reserved to the parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person.

- B. Placement of Students. The Institution will place mutually agreed upon, qualified and competent students ("Students") at Brooks at mutually agreed upon times. The Institution agrees that it will only seek placement for Students who have demonstrated the appropriate knowledge and skills necessary to commence this clinical or nonclinical experience. Institution will arrange with Brooks for a mutually convenient time for Students to interview with a Brooks' representative for a potential clinical or nonclinical experience at Brooks. Institution agrees to inform Students that an interview does not guarantee acceptance by Brooks for placement. Upon acceptance by Brooks, each Student shall enter into an Internship Agreement with Brooks prior to commencing an educational experience at Brooks.

- C. Discipline. While enrolled in clinical or nonclinical experience at Brooks, Students (and faculty, if applicable) will be subject to applicable policies of the Institution and Brooks. Each party will be responsible for enforcing applicable policies, including those of the other party. Institution shall require all Students participating hereunder to become familiar with and comply with all of Brooks' applicable policies, rules, and regulations.

- D. Specific Responsibilities. The following duties shall be the specific responsibility of the designated party:
 - 1. Institution agrees to inform Students that they are subject to the direction of Brooks while participating in this clinical or nonclinical experience.
 - 2. Brooks agrees to retain complete responsibility for patient care, providing adequate supervision of Students (and faculty, if applicable).
 - 3. Brooks agrees to evaluate the performance of individual Students as appropriate.
 - 4. The Institution shall ensure that all Students have met all health screening and immunization requirements specified by Brooks. (All immunizations (MMR) have been completed). If Brooks needs to obtain proof of these records for any reason the Institution will make this information available. In addition, the Student must provide proof of flu shot to the Brooks Employee Health

Department, during flu season. (November 1 – when CDC states flu season is over)

5. Institution agrees to require a third party to perform criminal background checks on all Students participating in the educational program contemplated by this Agreement prior to their presentation to Brooks. Institution shall require each Student to provide the results of such criminal background check directly to Brooks.
6. The Institution shall establish a procedure for notifying Brooks if a Student (or faculty, if applicable) is/are unable for any reason to report for clinical or nonclinical training.
7. The Institution will inform participating students of Brooks' requirement that they must procure and maintain throughout the educational program professional liability insurance in amounts no less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate, covering their activities at Brooks, and to provide evidence of such insurance to Brooks prior to participation in the educational program. Institution is a self-insured entity of the State of Georgia covered by the Georgia Tort Claims Act and the State of Georgia Broad Form Insurance. 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. 50-21-20 et seq.). Institution will provide Worker's Compensation insurance coverage for its participating faculty members. However, neither Institution nor Brooks will provide Worker's Compensation insurance or other insurance coverage for students. This paragraph will survive the termination of Agreement.
8. If requested by Brooks, Institution agrees to require participating Students to wear an appropriate uniform, with appropriate accessories and equipment, as determined by Brooks in its sole discretion.
9. Institution agrees to provide Brooks with all applicable information requested for program planning purposes.
10. Brooks shall provide certificates of insurance coverage insuring employees, agents, and Brooks as follows: professional liability insurance coverage in amounts of at least \$1,000,000 per occurrence and \$3,000,000 annual aggregate and comprehensive general liability insurance in amounts of at least \$1,000,000 per occurrence combined single limit and \$1,000,000 annual aggregate combined single limit.

E. Mutual Responsibilities. The parties shall cooperate to fulfill the following mutual responsibilities:

1. Each party agrees to comply with relevant federal, state, and municipal laws, advice, rules and regulations which are applicable to the performance of this Agreement.
2. Students will be treated as interns who have no expectation of receiving compensation or future employment from Brooks, and the Institution shall ensure that all participating Students are so informed that the program is tied to Students education at Institution, accommodates Student's academic commitments, and is designed to provide Student with beneficial learning.
3. Each party agrees that it will maintain the confidentiality of patient records and Student records at all times.

F. Miscellaneous Terms. The following terms shall apply in the interpretation and performance of this Agreement:

1. Neither party shall be responsible for personal injury or property damage or loss except that resulting from its own negligence or the negligence of its employees, Students, or others for whom the party is legally responsible or as otherwise set forth herein.
2. The waiver of breach by either party shall not constitute waiver of any subsequent breach of the same of any other provision.
3. This Agreement shall in no way be interpreted as creating an agency or employment relationship between the parties or between Brooks and any participating Student, and no such Student shall have any claim against Brooks for vacation pay, sick leave, workers' compensation, or any other employment type benefits whatsoever.
4. This Agreement constitutes the entire Agreement between the parties and may only be modified with the written consent of both parties.
5. Reserved

[Signature page follows.]

IN WITNESS WHEREOF, the parties, through their duly authorized representatives, have affixed their signatures below:

Brooks

By: Maria Antkiewicz
(Print)

Maria Antkiewicz
(Sign)

Title: Human Resource Assistant _____

Date: 8/11/2020

The Board of Regents of the University System of Georgia
by and on behalf of Georgia State University

By: Wendy Hensel, JD

Wendy Hensel
(Sign)

Title: Senior Vice President for Academic Affairs and Provost

Date: Aug 20, 2020

JAX\2764183_3 2019-01-11 Affiliation agreement template (v.3)






BrooksRehab forProvost

Final Audit Report

2020-08-20

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