

December 4, 2019

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

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

MEMORANDUM TO: Caroline Lombard, Associate General Counsel

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

- Affiliation Agreement/Amendment**
- Affiliation Agreement Renewal Letter



With District Four Health Services
for the Byrdine F. Lewis College of Nursing & Health Professions

COMMENTS: The attached agreement needs to be reviewed by the legal department to ensure 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. Upon the completion of your review and execution, please return all copies of the agreement to me for appropriate action to complete and distribute the copies and route for signature.

12/4/2019
Date

Kelli Nowviskie, Dean's Office Administrator

12/4/2019
Date

Anthony Roberts, College Administrative Office

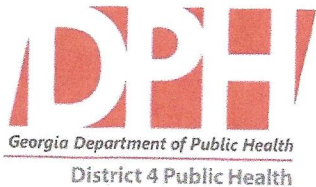
We concur in the above recommendation:

12/5/2019
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



Kathleen Toomey MD, MPH, Commissioner | Brian Kemp, Governor

Olugbenga Obasanjo, MD., PhD, MPH, MBA
District Health Director

301 Main Street, LaGrange, GA 30240
Phone: (706) 845-4035 • www.district4health.org

**MEMORANDUM OF AGREEMENT
BETWEEN**

District 4 Public Health and/or Butts, Carroll, Coweta, Fayette, Heard, Henry, Lamar, Meriwether, Pike, Spalding, Troup, and Upson County Health Departments (hereinafter referred to as "Party A")

AND

The Board of Regents of the University System of Georgia by and on Behalf of Georgia State University (hereinafter referred to as "Party B")

This Agreement, by and between PARTY A and PARTY B is effective on February 6, 2020 and shall end on February 5, 2023 unless the agreement is renewed before that date.

PARTY A agrees to:

1. Provide public health/clinical facilities for students of the school but makes no other guarantee as to facilities or patient mix.
2. Make provision for orientation of faculty members of the school to the facilities, philosophies, and policies of the Facility.
3. Assist in the orientation of students to a Facility and facilitate the use of equipment and records necessary for teaching purposes within the purview of the Facility's requirements and with the consideration for patient care.
4. Provide space for learning experiences to the extent feasible at the discretion of Facility.
5. Allow students, under proper supervision, to perform the following procedures as applicable:
 - a. Phlebotomy students, under supervision, may perform finger sticks and venipunctures; schools must provide documentation of students' competency to perform all invasive procedures, such as venipuncture and injections.
 - b. Licensed Practical Nursing Student or Associate Degree Nursing Student in their first year may observe only. Second year associate degree nursing student may perform basic functions such as height, weights, blood pressure, and vital signs; and other procedures pre-determined by the School faculty in cooperation with facility staff.
 - c. Baccalaureate students (BSN) in their third and fourth years may perform functions such as physical measurements; assessments such as physical, psychosocial, and developmental; patient education; and other procedures pre-determined by the School faculty in cooperation with facility staff. Students in Clinical Rotations of less than 16 hours per quarter may observe only, unless a Faculty Instructor is providing direct supervision. Rotations lasting longer than 16 hours per quarter may allow performance as specified above.
 - d. Nurse Practitioner Students may perform as pre-determined by the School faculty in cooperation with facility staff.

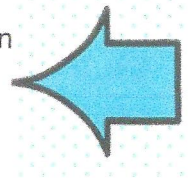
Serving Butts, Carroll, Coweta, Fayette, Heard, Henry, Lamar,
Meriwether, Pike, Spalding, Troup, and Upson Counties

- e. Non-nursing Program students may observe public health practices and operations in a variety of settings. An interview will be required for those seeking an intern position prior to placement. activities may include: Shadowing staff both in office and field settings. Developing methods for the collection of data for community health analysis. Examining historical documents to assess potential areas for improvement in data collection and analysis. Participating in staff meetings. Having access to and time for utilization of resources available at the local health level for the student to complete all projects assigned through the host facility as mutually agreed upon in Section C, Article 1. Working with district health program managers and county health department leaders as needed and appropriate to complete public health-related tasks. Assisting staff with various tasks as needed.
6. Retain the right to determine the number of students to be present at the Facility based upon the available facilities at the discretion of the Facility.
7. Retain responsibility for the care of patients and maintain administrative professional supervision of students insofar as their presence and program assignments affect the operation of the Facility and its care, direct and indirect, of patients.
8. To assure that all students receive consistent information, a folder of information which will include the District Confidentiality Policy, HIPAA Policy, as well as a copy of the District 4 Occupational Exposure Control Plan (University Precautions Policy) will be given to students. This folder will be given to students before engaging in client/programmatic services. Nursing students will be provided with the folder the first day they report to any District 4 clinic. Interns will receive the information the first day they report to the District Office.
9. In the event of an emergency, the student shall be stabilized and sent for treatment. The Facility shall not be responsible for any costs relating to medical care of the Student. The student shall be responsible for all costs associated with his/her own medical care.

PARTY B agrees to:

1. Select only those students for participation in the public health program provided for herein who are, in School's sole discretion, prepared for safe and effective participation in the public health training phase of their overall education and who are academically qualified to perform the duties required by their public health/clinical assignment. Those seeking an intern position shall submit a resume, cover letter and transcript for consideration. The school shall retain ultimate responsibility for the education of its students.
2. Be responsible for teaching students of the school and informing staff at the Facility of the objectives of the desired learning experience.
3. Work cooperatively with the person(s) designated to be the public health supervisor at the Facility for the selection of patients/projects which are suitable for the provision of learning experiences to students.
4. Provide adequate written information concerning the number of nursing students and public health experiences desired by the school prior to the beginning of each academic term (as such terms are designated by the school) and submit written schedules to the person(s) designated in Section A-3 above 30-60 days in advance of the time students are to be present at the Facility.
5. Inform faculty and students of the need for observance of Facility's policies and procedures specifically including but not limited to confidentiality requirements.

6. Initiate, as needed, individual and group conferences with the staff of the facility for the purpose of discussing student learning and performance, and patient service.
7. Notify selected students that they must have has a PPD or chest x-ray within a year of the start of the learning experience with only normal or noncontagious conditions shown. *(or require its students to maintain)*
8. School shall maintain in effect during the term hereof a self-insures and self-funded Professional Liability Trust Fund that provides professional or malpractice liability coverage with a limit of \$1,000,000 per claim/occurrence and \$3,000,000 aggregate for school of Nursing BSN students and faculty while they are acting within the line and scope of their approved assignments at Facility. This paragraph will survive the termination of this Agreement.
9. Notify students that they must wear appropriate uniforms which shall be designed in such a way to show the student's status as a student rather than a regular professional employee of facility.



Party A and Party B shall be mutually responsible for the following:

1. Public Health/Clinical assignments for students will be planned and coordinated by the faculty of the school in cooperation with the appropriate staff at the Facility.
2. The School's faculty and students will work together with the staff of the Facility to maintain an environment, which will provide quality patient care and quality student learning.
3. Representatives of the School and of the Facility will meet onsite or electronically at least annually for joint review of this agreement.

The Parties to this Agreement agree to comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its amendments, rules, procedures, and regulations. ~~Please refer to attached Business Associate Agreement.~~



The term of this agreement shall be for three years unless terminated by either party at any time upon written notice of such intent to the other party of at least 90 days, unless for cause wherein termination shall be immediate. The above notwithstanding, in case of termination, students shall be allowed to finish out the remainder of their current learning experience. Such notice shall be given to the School of the nursing supervisor of the Facility, upon delivery, if delivered by hand, or three (3) calendar days after posting, if sent by registered or certified mail, return receipt requested, to a party hereto at the addresses set forth below or such other address as a party may designate by notice pursuant hereto.

Party B will, on request and with proper authorization, provide Party A with such documentation as will adequately describe the prior education and related experiences of student participants. Only those students who have satisfactorily completed the prerequisite courses of their curriculum will be selected for participation in the learning experience, as specified in the curriculum course descriptions.

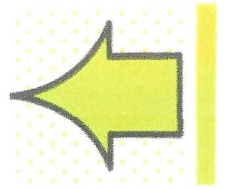
APPROVED:

PARTY A:

BY: Wendy LeVan, RN, BSN DATE: 12-20-19
Wendy LeVan, RN, BSN
PRINTED NAME: Wendy LeVan
TITLE: Director of Nursing and Program Manager

PARTY B

BY: Wendy Hensel DATE: 18 December, 2019
PRINTED NAME: Wendy Hensel
TITLE: Provost and Senior Vice President for Academic Affairs



Attachment A

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (hereinafter referred to as "Agreement"), effective this 1st day of August, 2019 is made and entered into by and between District 4 Public Health District and Georgia State University (hereinafter referred to as "Associate") as Attachment to Contract between District 4 Public Health District and Associate ("Contract").

WHEREAS, District 4 Public Health is required by the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), to enter into a Business Associate Agreement with certain entities that provide functions, activities, or services involving the use of Protected Health Information ("PHI");

WHEREAS, Associate, under said Contract after referred to as ("Contract"), may provide functions, activities, or services involving the use of PHI;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, District 4 Public Health and Associate (each individually a "Party" and collectively the "Parties") hereby agree as follows:

1. Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms in the Privacy Rule and the Security Rule, published as the Standards for Privacy and Security of Individually Identifiable Health Information in 45 C.F.R. Parts 160 and 164 ("Privacy Rule" and "Security Rule").
2. Except as limited in this Agreement, Associate may use or disclose PHI only to extent necessary to meet its responsibilities as set forth in the Contract provided that such use or disclosure would not violate the Privacy Rule or the Security Rule, if done by District 4 Public Health.
3. **Unless otherwise provided by Law, Associate agrees that it will:**
 - A. Not request, create, receive, use or disclose PHI other than as permitted or required by this Agreement, the Contract, or as required by law.
 - B. Establish, maintain and use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement or the Contract.
 - C. Implement and use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of District 4 Public Health.
 - D. Mitigate, to the extent practicable, any harmful effect that may be known to associate from a use or disclosure of PHI by Associate in violation of the requirements of this Agreement, the Contract or applicable regulations.

- E. Ensure that its agents or subcontractors are subject to at least the same obligations that apply to Associate under this Agreement and ensure that its agents or subcontractors comply with the conditions, restrictions, prohibitions and other limitations regarding the request for, creation, receipt, use or disclosure of PHI, that are applicable to Associate under this Agreement and the Contract.
 - F. Ensure that its agents and subcontractors, to whom it provides protected health information, agree to implement reasonable and appropriate safeguards to protect the information.
 - G. Report to District 4 Public Health any use or disclosure of PHI that is not provided for by this Agreement or the Contract and to report to District 4 Public Health any security incident of which it becomes aware. Associate agrees to make such report to District 4 Public Health in writing in such form as District 4 Public Health may require within three (3) business days after Associate becomes aware of the unauthorized use or disclosure or of the security incident.
 - H. Make any amendment(s) to PHI in a Designated Record Set that District 4 Public Health directs or agrees to pursuant to 45 CFR 164.526 at the request of District 4 Public Health or an Individual, within five (5) business days after request of District 4 Public Health or of the Individual. Associate also agrees to provide District 4 Public Health with written confirmation of the amendment in such format and within such time as District 4 Public Health may require.
 - I. Provide access to PHI in a Designated Record Set, to District 4 Public Health upon request, within five (5) business days after such request, or, as directed by District 4 Public Health, to an Individual. Associate also agrees to provide District 4 Public Health with written confirmation that access has been granted in such format and within such time as District 4 Public Health may require.
 - J. Give the Secretary of the U.S. Department of Health and Human Services (the "Secretary") or the Secretary's designees access to Associate's books and records and policies, practices or procedures relating to the use and disclosure of PHI for or on behalf of District 4 Public Health within five (5) business days after the Secretary or the Secretary's designees request such access or otherwise as the Secretary or the Secretary's designees may require. Associate also agrees to make such information available for review, inspection and copying by the Secretary or the Secretary's designees during normal business hours at the location or locations where such information is maintained or to otherwise provide such information to the Secretary or the Secretary's designees in such form, format or manner as the Secretary or the Secretary's designees may require.
 - K. Document all disclosures of PHI and information related to such disclosures as would be required for District 4 Public Health to respond to a request by an Individual or by the Secretary for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
 - L. Provide to DPH or to an individual, information collected in accordance with Section 3. I. of this Agreement, above, to permit District 4 Public Health to respond to a request by an Individual for an accounting of disclosures of PHI as provided in the Privacy Rule.
4. **Unless otherwise provided by Law, DPH agrees that it will:**
- A. Notify Associate of any new limitation in District 4 Public Health Notice of Privacy Practices in accordance with the provisions of the Privacy Rule if, and to the extent that, District 4

Public Health determines in the exercise of its sole discretion that such limitation will affect Associate's use or disclosure of PHI.

- B. Notify Associate of any change in, or revocation of, permission by an Individual for District 4 Public Health to use or disclose PHI to the extent that District 4 Public Health determines in the exercise of its sole discretion that such change or revocation will affect Associate's use or disclosure of PHI.
- C. Notify Associate of any restriction regarding its use or disclosure of PHI that District 4 Public Health has agreed to in accordance with the Privacy Rule if, and to the extent that, District 4 Public Health determines in the exercise of its sole discretion that such restriction will affect Associate's use or disclosure of PHI.
- D. Prior to agreeing to any changes in or revocation of permission by an Individual, or any restriction, to use or disclose PHI as referenced in subsections b. and c. above, District 4 Public Health agrees to contact Associate to determine feasibility of compliance. District 4 Public Health agrees to assume all costs incurred by Associate in compliance with such special requests.

5. The **Term of this Agreement** shall be effective as of August 1, 2019, and shall terminate when all the PHI provided by District 4 Public Health to Associate, or created or received by Associate on behalf of District 4 Public Health, is destroyed or returned to District 4 Public Health, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

A. **Termination for Cause.** Upon District 4 Public Health knowledge of a material breach by Associate, District 4 Public Health shall either:

- (1) Provide an opportunity for Associate to cure the breach within a reasonable period, which shall be within 30 days after receiving written notification of the breach by District 4 Public Health;
- (2) If Associate fails to cure the breach, terminate the contract upon 30-day notice; or
- (3) If neither termination nor cure is feasible, District 4 Public Health shall report the violation to the Secretary of the Department of Health and Human Services.

B. **Effect of Termination.**

- (1) Upon termination of this Agreement, for any reason, District 4 Public Health and Associate shall determine whether return of PHI is feasible. If return of the PHI is not feasible, Associate agrees to continue to extend the protections of Sections 3 (A) through (J) of this Agreement and applicable law to such PHI and limit further use of such PHI, except as otherwise permitted or required by this Agreement, for as long as Associate maintains such PHI. If Associate elects to destroy the PHI, Associate shall notify District 4 Public Health in writing that such PHI has been destroyed and provide proof, if any exists, of said destruction. This provision shall apply also to PHI that is in the possession of subcontractors or agents of Associate. Neither Associate nor its agents nor subcontractors shall retain copies of the PHI.

- (2) Associate agrees that it will limit its further use or disclosure of PHI only to those purposes District 4 Public Health may, in the exercise of its sole discretion, deem to be in the public interest or necessary for the protection of such PHI, and will take such additional actions as District 4 Public Health may require for the protection of patient privacy and the safeguarding, security and protection of such PHI.
- (3) If neither termination nor cure is feasible, District 4 Public Health shall report the violation to the Secretary. Particularly in the event of a pattern of activity or practice of Associate that constitutes a material breach of Associate's obligations under the Contract and this agreement; District 4 Public Health shall invoke termination procedures or report to the Secretary.
- (4) Section 5. B. of this Agreement, regarding the effect of termination or expiration, shall survive the termination of this Agreement.

6. **Interpretation.** Any ambiguity in this Agreement shall be resolved to permit District 4 Public Health to comply with applicable laws, rules and regulations, the HIPAA Privacy Rule, the HIPAA Security Rule and any rules, regulations, requirements, rulings, interpretations, procedures or other actions related thereto that are promulgated, issued or taken by or on behalf of the Secretary; provided that applicable laws, rules and regulations and the laws of the State of Georgia shall supersede the Privacy Rule if, and to the extent that, they impose additional requirements, have requirements that are more stringent than or have been interpreted to provide greater protection of patient privacy or the security or safeguarding of PHI than those of the HIPAA Privacy Rule.

7. All other terms and conditions contained in the Contract and any amendment thereto, not amended by this Agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, Associate, through its authorized officer and agent, has caused this Agreement to be executed on its behalf as of the date indicated.

Individual's Name: (typed or printed): _____

* Signature: _____ Date: _____

Title: _____

Telephone No.: _____ Fax No. _____

Company or Agency Name and Address: _____

