

June 18, 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 **Emory University-Nell Hodgson Woodruff School of Nursing**  
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.

6/18/2020  
Date

  
\_\_\_\_\_  
Kelli Nowviskie, Dean's Office Administrator

Date  
We concur in the above recommendation:

  
\_\_\_\_\_  
Anthony Roberts, College Administrative Office

June 22, 2020  
Date

*Kisha Ward*  
\_\_\_\_\_  
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  
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**GEORGIA STATE UNIVERSITY**  
**BYRDINE F. LEWIS SCHOOL OF NURSING AND HEALTH PROFESSIONS**  
**AND**  
**EMORY UNIVERSITY**  
**Through Its**  
**NELL HODGSON WOODRUFF SCHOOL OF NURSING**

This Agreement is entered into by and between Emory University, through its Nell Hodgson Woodruff School of Nursing (hereinafter referred to as the “Facility”) and **GEORGIA STATE UNIVERSITY BYRDINE F. LEWIS SCHOOL OF NURSING AND HEALTH PROFESSIONS** (hereinafter referred to as the “School”).

WITNESSETH:

WHEREAS, the purpose of this Agreement is to guide and direct a working relationship between the School and the Facility in providing learning experiences for students who are enrolled in programs of study in the School; and

WHEREAS, it is deemed appropriate for both the School and the Facility to enter into this Agreement in order to promote better patient care/health teaching in the community and provide for the advancement and education of nursing students;

NOW THEREFORE, in consideration of the promises, covenants and conditions contained herein, the School and the Facility agree as follows:

**Section A.** The School shall do or cause to be done the following:

1. Use its best efforts to see that students selected for participation in the clinical education program are prepared for effective participation in the clinical training phase of their overall education. The School will 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 by the nursing supervisor at the Facility for the selection of patients who are suitable for the provision of learning experiences to students.
4. Provide adequate written information concerning the number of students and clinical 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 sufficiently 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.
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. Use its best efforts to see that all selected students are qualified to perform the duties required by their clinical assignment.
8. The School shall require that each student, upon entrance into the nursing program at School, provide documentation of the following:

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Form revised February 19, 2007

**GEORGIA STATE UNIVERSITY BYRDINE F. LEWIS SCHOOL OF NURSING AND HEALTH PROFESSIONS**

FACSIMILE OF THIS DOCUMENT AND FACSIMILE SIGNATURES THEREON SHALL BE CONSIDERED TO BE THE SAME AS THE ORIGINAL DOCUMENT.

- (a) Student must provide written evidence, attested to by the signature of the physician or other health official responsible for the administration of the immunization, that s/he has been immunized or has immunity against the following diseases or that s/he cannot receive such immunization due to medical contraindications:
    - (i) Diphtheria and Tetanus (initial series of immunizations and recent booster)
    - (ii) Measles, Mumps and Rubella (2 doses). If born after 1957, proof of immunity to Rubeola, or 2 MMR shots after 1<sup>st</sup> birthday or positive Rubeola titer and Rubella titer.
    - (iii) Hepatitis B (3 doses) and titer
  - (b) Tuberculosis: Student must provide written documentation of date of annual tuberculin skin test and result. If student tested positive, s/he must advise if s/he was treated, and student must also advise if s/he received BCG vaccine or will provide proof of chest x-ray.
  - (c) Chickenpox (Varicella): Student must advise if s/he has ever had this disease, and if status is unknown, student must undergo serologies.
9. The School shall require each student enrolled to attend a training session on bloodborne pathogens and other infectious materials, which sessions shall include training on OSHA bloodborne pathogens standards.
  10. The School will inform participating students of the Facility's requirement that they must procure and maintain throughout the clinical education program professional liability insurance in amounts no less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate, and covering their activities at the Facility, and to provide evidence of such insurance to the Facility prior to participation in the clinical education program. The School 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. School 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.). The School will provide Worker's Compensation insurance coverage for its participating faculty members. However, neither the School nor the Facility will provide Worker's Compensation insurance or other insurance coverage for students. This paragraph will survive the termination of this Agreement.

**Section B.** The Facility shall do or cause to be done the following:

1. Provide clinical facilities for students of the School in accordance with cooperative planning by the faculty of the School and appropriate staff at the Facility.
2. Make provision for orientation of faculty members of the School and participating students to the facilities, philosophies, and policies of the Facility and provide participating students with (or with access to) copies of Facility rules and regulations to which such students are expected to adhere.
3. Assist in the orientation of students to the Facility and facilitate the use of equipment and records necessary for teaching purposes within the purview of the Facility's requirements and with consideration for patient care.
4. Make available to student for use during participation in the Program at the Site all personal protective equipment, including gloves, gowns, masks, and other supplies necessary to comply with Centers for Disease Control guidelines, as appropriate to the student's training in the Program.
5. Provide space for learning experiences to the extent feasible at the discretion of the nursing supervisor.

6. Participate, as appropriate, in the clinical teaching and supervision of students.
7. Provide pertinent information to faculty for use in the evaluation of the students present at the Facility with respect to their learning and performance in the area of patient care, including the completion of any evaluation forms requested by the School.
8. 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 nursing supervisor; provided that Facility agrees to advise School of the number of students that it will accept as far in advance as possible of the start of the Program.
9. Retain responsibility for the care of patients and maintain administrative and 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. In all instances, Facility shall have full responsibility for all aspects of patient care.
10. The Facility shall secure and maintain at all times during the term, at its sole expense, appropriate general and professional liability insurance coverage in amounts of at least \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate with insurance carriers or self insurance programs covering itself and its employees. In addition, The Facility shall maintain excess coverage of at least \$5,000,000 over and above the primary limits, which shall apply if the primary limits should be exhausted. Should any of the insurance policies be written on a claims-made basis, insurance requirements shall survive the expiration of this Agreement and extended coverage shall be afforded for at least two (2) years after the expiration of this Agreement. Such insurance shall be non-cancelable and not subject to material change without a prior thirty (30) day written notice to the other party. The Organization shall have a right to terminate this Agreement in the event of changes in the Facility's insurance that are unacceptable.

**Section C.** The School and the Facility shall be mutually responsible for the following:

1. 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. The School's faculty and Facility's staff shall evaluate jointly the students' performance for the purpose of determining whether there is a need for withdrawal of any student from the clinical experience.
4. Representatives of the School and of the Facility will meet at least annually for joint review of this Agreement.

**Section D.** In the selection of students for participation in this program and in their participation, no individual shall be denied access to opportunities provided in this Agreement on the basis of race; color; religion; sex; national origin; age; veteran's, reserve or national guard status; or disability.

**Section E.** The term of this Agreement will begin on **August 1, 2020** and, unless sooner terminated as provided hereafter in Section F, will continue for a period of three years from that date, terminating on **July 30, 2023**.

**Section F.** This Agreement may be terminated at any time by either party by giving the other party at least 90 days written notice of such intent to terminate; provided, however, that if Facility requests such termination prior to the end of an academic semester for which students have already been assigned to the Facility, then the parties agree that if reasonably possible, the effective date of such termination shall not be until the end of the academic semester for which the students were placed. Such notice shall be given in accordance with Section M of this agreement.

**Section G.** The School will obtain a written waiver of rights under the Federal Family Educational Rights and Privacy Act of 1974 from each student so as to permit a full and free exchange of information between the School and the Site. In this regard, Site and School shall comply with the Family Educational Rights and Privacy Act of 1974, as amended, and all regulations issued thereunder, and School agrees to obtain any necessary written consent from students.

**Section H.** Facility and School agree that participating students are not employees or agents of either School or Facility and are not entitled to any benefits or compensation of any type from Facility or School.

**Section I.** Either party may remove a participating student from participation in the program at any time that such party deems that it is not in the best interests of the Facility or program for the student to continue participation.

**Section J.** Both parties agree to abide by all applicable laws, regulations, and ordinances in performing their obligations under this Agreement.

**Section K.** Prior to beginning the Clinical Rotation at the Site, Emory University shall provide participating students with basic training regarding confidentiality and privacy of protected health information under the Health Insurance Portability and Accountability Act, and all regulations issued thereunder (collectively HIPAA), and Site shall provide students with specific training in Site's HIPAA policies upon student's arrival at Site.

**Section L.** Each participating student shall be required to maintain in effect his/her own policy of health insurance while participating in this program. Each participating student shall be fully responsible for obtaining and paying for any medical treatment received during student's participation in the program, including any emergency care rendered at the Facility.

**Section M.** Students are required to obtain and wear any uniforms and identification badges required by the Facility, and any costs associated therewith shall be borne by students. Students, at their own cost, are required to arrange for and provide their own transportation, food, and lodging while participating in the program.

**Section N.** This agreement constitutes the entire written agreement between the parties relating to the subject matter hereto, and it shall not be added to or modified except by a written amendment signed by both parties hereto. Any waiver of any rights hereunder by either party must be in writing and signed by the party to be charged. All notices required hereunder shall be in writing and shall be sent by Federal Express or Certified Mail, Return Receipt requested to the parties at the addresses listed below:

TO SCHOOL: Attention: Lisa Williams, Clinical and Residency Placement Coordinator

Address: PO Box 4019 Atlanta, GA 30302-4019

TO EMORY UNIVERSITY NELL HODGSON WOODRUFF SCHOOL OF NURSING:

Attention: Diminga Boglin, Clinical Affiliations Coordinator

Address: 17 Executive Park, Suite 650 Atlanta, GA 30029

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the day and year written below.

THE SITE:

EMORY UNIVERSITY through its NELL HODGSON WOODRUFF SCHOOL OF NURSING



By: Carolyn Cleveland, DNP, GNP-BC, AGPCNP-BC, FAANP  
Associate Dean for Clinical & Community Partnerships

Date: June 17, 2020

THE School: **GEORGIA STATE UNIVERSITY BYRDINE F. LEWIS SCHOOL OF NURSING AND HEALTH**

**PROFESSIONS**



By: \_\_\_\_\_

Date: Jun 23, 2020

Wendy Hensel, JD  
Senior VP for Academic Affairs and Provost






# 2020 GSU Lewis Nursing Affiliation Agreement

Final Audit Report

2020-06-23

Created:	2020-06-23
By:	Kisha Ward (kward28@gsu.edu)
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