

ACADEMIC AFFILIATION AGREEMENT

BETWEEN

FULTON COUNTY BOARD OF HEALTH

AND

GEORGIA STATE UNIVERSITY

This is an Academic Affiliation Agreement (“Agreement”) between Fulton County Board of Health (hereinafter referred to as "FCBOH"), and Board of Regents of the University System of Georgia by and on behalf of Georgia State University (hereinafter referred to as “Institution”) located at 140 Decatur Street, Atlanta Georgia 30302 (Collectively “the Parties”).

RECITALS

WHEREAS, the purpose of this Agreement is to establish an affiliation between the FCBOH and the Institution for the purpose of providing applied learning experiences in a Public Health setting to assure a competent Public Health workforce; and

WHEREAS, the Agreement is intended 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 learning experiences for students while at the same time enhancing the resources available to the FCBOH for the provision of Public Health services; and

WHEREAS, the Institution is an accredited post-secondary institution that offers a training program in Public Health; and

WHEREAS, FCBOH recognizes the need for an internship program (“Program”) for qualified students to prepare students for Public Health practice, and desires to participate in providing such training to the Institution; and

WHEREAS, the Institution and the FCBOH desire to cooperate for the purpose of implementing applied learning experiences in Public Health; and

WHEREAS, neither party intends for this Agreement to alter in any way their respective legal rights or their legal obligations to one another, to the students, to the faculty assigned to the Program, or to any third party.

NOW THEREFORE, in consideration of the aforementioned and mutual promises contained herein, the Parties hereby agree as follows:

GENERAL UNDERSTANDING:

(1) The applied learning experiences to be provided 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 FCBOH. The starting and ending date for each Student participating in the Program shall be agreed upon at least thirty (30) days before the Student's term commences.

(2) The number of students designated for participation in the Program will be mutually determined by agreement of the parties, and may at any time be reduced and/or altered by FCBOH, upon its sole determination. All Student participants must be mutually acceptable to both parties and either party may withdraw any Student from a program based upon perceived lack of competency on the part of the Student, the Student's failure to comply with the rules and policies of the FCBOH or the Institution, or for any other reason that causes either party to reasonably determine that it is not in the best interest of a Party or the Program for the Student to continue.

(3) The parties may agree upon an assigned Faculty member from the Institution, who may participate in the Program with the Student. All Faculty participants must be mutually acceptable to both parties and either party may withdraw any Faculty member from a program based upon perceived lack of competency on the part of the Faculty member, the Faculty member's failure to comply with the rules and policies of the FCBOH or the Institution, or for any other reason that causes either party to reasonably determine that it is not in the best interest of a Party or the Program for the Faculty member to continue.

(4) Discrimination on the basis of race, national origin, religion, color, sex, age, or disability is strictly prohibited in the selection of Students or Faculty members for participation in the program, and in any aspect of the Program. All qualified individuals with disabilities must be able to effectively participate in the Program with or without Reasonable Accommodations.

(5) Either party may use the name of the other party in any publication or publicity that merely reports or describes the Program as it is set forth in this Agreement for the term of this Agreement. Any other publicity by a party using the other party's name, or the name of any employee or member of the professional staff to the other party, shall require prior written authorization of the other party or individual respectively.

(6) Through cooperative planning of individual learning experiences, FCBOH, the Student, the Faculty Member where applicable, and the Institution will reach mutual agreement on scope of activities for each placement, and the specified limitations on the use of any data collected, reviewed, or created through the affiliation. Each such scope of work may be attached to this Agreement as an Addendum; however, attachment is not required. Each scope of activities will be aligned to the Ten Essential Services for Public Health, to the standards of practice for Public Health nursing or other practices standards as appropriate to the aims of the individual placement and the Student's field of study, professional interests, and competencies. Unless otherwise agreed in writing, the Institution, Faculty members, and Students are strictly prohibited from using, and agree not to use the data collected, reviewed, or created through the affiliation for any purpose outside the scope of the learning experiences.

(7) Prior to embarking upon individual learning experiences that will include human

subject research, the Student(s) will be required to provide documentation to FCBOH of review and approval of the research by the Institution's Institutional Review Board.

(8) The parties understand and agree that in the event the Institution, Faculty member, or Student wishes to publish any research or findings that arise from participation in the Program, the Institution, Faculty member, or Student shall first obtain approval from the FCBOH, and shall include the FCBOH as an author of the work. No work shall be published without prior FCBOH substantive review and final approval.

(9) In publications that emerge from activities conducted through this agreement, FCBOH staff should be acknowledged, as appropriate.

(10) There shall be no compensation for services under this agreement.

(11) The parties agree that in the event Students and/or Faculty members will be handling PHI, it will occur only in the context of client treatment.

A. FCBOH'S RESPONSIBILITIES:

(1) The FCBOH will retain sole responsibility for the care of its clients and will maintain administrative and professional supervision of Students insofar as their presence and program assignments affect the operation of the FCBOH and its care, direct and indirect, of its clients. No provision of this Agreement shall prevent any FCBOH client from requesting not to be a teaching client or prevent any member of the FCBOH's staff from designating any client as a non-teaching client.

(2) The FCBOH will provide adequate work stations, clinical facilities, and other resources for participating Students in accordance with the objectives developed through cooperative planning by the Institution's departmental Faculty and the FCBOH's staff.

(3) The FCBOH will use its best efforts to make conference space and classrooms available as may be necessary for teaching and planning activities in connection with the Program.

(4) The FCBOH shall provide for the orientation of both Institution faculty and participating Students and Faculty members as to the facilities, philosophies, rules, regulations and policies of the FCBOH. No Student or Faculty member shall begin the Program without having participated in an orientation session.

(5) Subject to the FCBOH's overall supervisory responsibility for client care, it may permit appropriately licensed Faculty members to provide patient care at the FCBOH as may be necessary for teaching purposes. The nature and scope of activities of Institution Faculty members that may involve in any way patient care at the FCBOH shall be subject to the sole discretion of the FCBOH and to such conditions as the FCBOH may deem necessary in its sole discretion including, but not limited to, prior proof of professional liability coverage, appropriate licensure or certification, and compliance with all FCBOH rules, regulations, and policies. If Faculty participation at the FCBOH in any role other than as a Supervisor for the purpose of this Program

is so authorized, it must not be a substitute for adequate staffing at the FCBOH.

(6) Payment for any and all medical or health care (emergency or otherwise) that a Student or Institution Faculty member receives from the FCBOH will be the sole responsibility of the individual involved; provided that nothing herein shall require the FCBOH to provide such care.

(7) FCBOH agrees to inform the Institution, Students, Faculty members where appropriate of FCBOH's requirements with regard to background checks and drug screening procedures prior to commencement of their clinical Program.

(8) FCBOH and the Institution acknowledge that protection of participants in the Program from exposure to blood borne pathogens is the concern of FCBOH, Institution, Students, and Faculty members. FCBOH will make available to participants for use within the FCBOH 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 Program. If the Program involves exposure to blood borne pathogens, FCBOH shall provide participants with education regarding blood borne pathogens appropriate to the participant's educational training at FCBOH, and shall maintain documentation of such education. The 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. In the event of an exposure, FCBOH will use its best efforts to appropriately test the source patient and to obtain that patient's consent to disclose test results to the Institution, Faculty member, and/or Student as appropriate.

(9) FCBOH acknowledges and agrees to comply with all applicable local, state and federal laws, rules and regulations, as well as all policies of Institution, including Title IX and those policies related to student and employee conduct

B. INSTITUTION'S RESPONSIBILITIES:

(1) The Institution will use its best efforts to see that Students selected for participation in the Program 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 any Student's participation in the Program, the Institution will all appropriate written waivers and consents including, but not limited to, those required by the Family Educational Rights and Privacy Act, 20 U.S.C. Section 1232g(b)(2)(B), so as to permit a full and free exchange of information between FCBOH officials with such Student's academic records as will adequately disclose Students' prior education and related experiences of prospective Student participants.

(3) The Institution will use its best efforts to see that the Program at FCBOH is conducted in such a manner as to enhance FCBOH client care. Only those Students who have satisfactorily

completed the prerequisite didactic portion of their curriculum will be selected for participation in the Program.

(4) The Institution will not assign any Faculty member to the FCBOH in connection with the operation of the Program who is not appropriately licensed or certified, and will keep evidence of the licensure or certification of all assigned Faculty members on file with the FCBOH at all times.

(5) RESERVED

(6) School is a self-insured entity of the State of Georgia covered by the Georgia Tort Claims Act and the State 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.) School will provide Worker's Compensation insurance coverage for its participating faculty members. However, neither School nor FCBOH will provide Worker's Compensation insurance or other insurance coverage for students. This paragraph will survive the termination of this Agreement.

(7) Institution will inform all its participating Students of the FCBOH's requirement that they must procure and maintain throughout the Program professional liability insurance in amounts, form, and by a carrier satisfactory to the FCBOH and the Institution, and to provide evidence of such insurance to the FCBOH prior to participation in any Program. Such insurance will provide coverage of not less than one million dollars (\$1,000,000) for any one claim/occurrence, and not less than three million dollars (\$3,000,000) in the aggregate for each policy period, and will cover their activities at the FCBOH. Institution will use best efforts to assist Students in obtaining required professional liability insurance. Students and Faculty members shall not be deemed employees of Fulton County or FCBOH, and will not be entitled to Worker's Compensation coverage afforded employees of Fulton County, the State of Georgia, or the FCBOH. Students and Faculty members will not be provided coverage under Fulton County's self-funded provisions, nor provided with the insurance or health care benefits plan maintained for Fulton County and/or FCBOH employees, or other benefit programs at the FCBOH. This paragraph will survive the termination of this Agreement.

(8) RESERVED

(9) The Institution will encourage Student and Faculty member compliance with the FCBOH's rules, regulations and procedures, and use its best efforts to keep Students and Faculty members informed as to the same and any changes therein. Specifically, the Institution will keep each participating Student and Faculty member apprised of his or her responsibility:

(a) To follow the administrative policies, standards and practices of the FCBOH when participating in the Program.

(b) To provide the necessary and appropriate uniforms and supplies required where not provided by the FCBOH.

(c) To report to the FCBOH on time and to follow all established regulations during the

regularly scheduled operating hours of the FCBOH.

(d) To conform to established standards and practices while training at the FCBOH.

(e) To keep in confidence all medical and health information pertaining to FCBOH clients and to comply with the policies and procedures of the FCBOH regarding client confidentiality, including those governing the use and disclosure of individually identifiable health information under federal law, specifically 45 CFR parts 160 and 164, the Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule.

(10) If required by the FCBOH, Institution will advise each participating Student or Faculty member that he or she must furnish proof of a current physical examination, including a recent tuberculin skin test, and proof of vaccinations required for placement at the facility, the results of which shall be made available to the FCBOH upon request. The parties may agree to have such examinations performed by the FCBOH. Any Student or Faculty participant who does not meet the health criteria established by the FCBOH will not be assigned to the FCBOH or allowed to continue to participate in the Program at the FCBOH. If the Student and/or Faculty member has an exposure to blood or body substances, if there is an injury to the Student and/or Faculty member or if there is an infectious disease exposure, the Institution agrees, to the extent allowed by the law, to send the Student's and/or Faculty member's health record within two (2) business days of the receipt of a written request by the FCBOH for such health records. The parties may agree to have such examinations performed by the FCBOH for a mutually agreed upon fee.

(11) The Institution shall have the full responsibility for the conduct of any Student or Faculty disciplinary proceedings and shall conduct the same in accordance with all applicable statutes, rules, regulations, and case law.

C. MUTUAL RESPONSIBILITIES:

(1) The parties shall provide for the evaluation of Students participating in the Program. While it is understood that the FCBOH will be responsible for participation in the clinical evaluation of Students, final responsibility and authority for a Student's written evaluation and grading shall remain the exclusive responsibility of the Institution.

(2) The parties will work together to maintain an environment of quality learning experiences and quality client care. At the instance of either party a meeting or conference will be promptly held between Institution and FCBOH representatives to resolve any problems or develop any improvements in the operation of the contemplated clinical program.

(3) This relationship is intended solely for the mutual benefit of the parties hereto, and there is no intention, express or otherwise, to create any rights or interest for any third-party or person other than the FCBOH and the Institution; without limiting the generality of the foregoing, no rights are intended to be created for any client of FCBOH; parent or guardian of any Student; spouse, next of kin, employer, or prospective employer of any Student.

(4) No Student or Institution Faculty member, while participating in the Program, shall be

deemed an employee of the FCBOH. No Student or Faculty member will be covered under the FCBOH's Workers' Compensation, or health, or professional liability insurance policies.

(5) The Institution and the FCBOH are independent contractors under the Agreement. Neither party is an agent, employee or servant of the other.

(6) Unless sooner canceled as provided below, the term of this Agreement shall be for period of three (3) years, which shall commence on June 1, 2021 and end on June 30, 2024. This working relationship and affiliation may be renewed for one additional three (3) year period only by mutual written consent of the Parties. This Agreement may be amended at any time by mutual written agreement of the Parties. It may also be terminated at any time by either party upon not less than ninety (90) days written notice in advance of the next clinical affiliation appointment.

(7) The Parties agree in the event that the Agreement is terminated by either party that participating Student(s) assigned to the FCBOH at the time of the termination will be given the opportunity to complete their applied learning experience(s) at the FCBOH, subject to the limitations set forth in Paragraph 2 (General Understanding) herein.

(8) The amount to be paid under this contract is less than \$2,500.00 and therefore exempt from the requirements of Code Section 13-10-90.

(9) The Parties agree not to discriminate against participating Students on the basis of race, color, national origin, sex, age, disability, or creed.

(10) This Agreement shall be governed by, construed and applied in accordance with the laws of the State of Georgia.

(11) This Agreement shall supersede any and all previously executed Memorandum of Understanding and/or Academic Affiliation Agreements between the Parties for the Program.

(12) This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original without the production of any other counterpart. Any signature delivered via facsimile or other electronic means shall be deemed an original signature hereto.

D. CONTACTS

The contacts of each Party to this affiliation agreement are:

Fulton County Board of Health:

Name: Carol Lawrence

Title: HR Manager

Telephone: 404-613-1205
Email: carol.lawrence@fultoncountyga.gov

Name:
Title:
Telephone:
Email:

[Signature page to follow]

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures on the date written below.

BOARD OF REGENTS OF THE UNIVERSITY SYSTEM
OF GEORGIA BY AND ON BEHALF OF
GEORGIA STATE UNIVERSITY



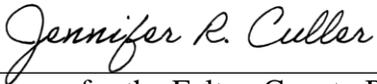
Wendy Hensel, J.D.
Provost

FULTON COUNTY BOARD OF HEALTH



Lynn A. Paxton, MD, MPH
District Health Director

Approved as to Form:



Attorney for the Fulton County Board of
Health

**EXHIBIT A
PARTICIPANT ACKNOWLEDGEMENT AND AGREEMENT**

Please print your full legal name legibly on the first line, initial each statement, and sign before a notary below.

I _____ do hereby acknowledge and agree that as a Participant in an Internship Program with the Fulton County Board of Health (FCBOH):

_____ I have professional liability coverage at the minimum limits set forth as required by the FCBOH in the foregoing Academic Affiliation Agreement, either through my Institution or that I have personally procured, and have provided a copy of the Certificate of Insurance to the FCBOH prior to beginning my work.

_____ I understand and agree that I am not an employee of the FCBOH, and will not be covered under the FCBOH's Workers' Compensation, or health, or professional liability insurance policies.

_____ I understand and agree that I have been given or provided access to the Fulton County and FCBOH Policies and Procedures, and will abide by these at all times while working with the FCBOH and while at any FCBOH health center location.

_____ I understand and agree that I will maintain the strict confidentiality of all client information at all times.

_____ I understand and agree to abide by all other obligations of the foregoing Academic Affiliation Agreement that may apply to me individually, which are incorporated herein.

SO AGREED

ACCEPTED AND AGREED

Participant Signature

For the FCBOH

Date

Date

Sworn and subscribed before me
This _____ day of _____, 2021.

Notary Public