

July 6, 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

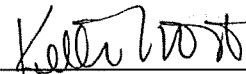
We recommend for your approval and execution the attached (check one):

**Affiliation Agreement/Amendment**

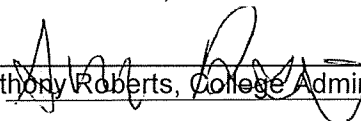
With Georgia Department of Corrections  
for the Byrdine F. Lewis College of Nursing & Health Professions

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.

7/6/2020  
Date

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

Date  
We concur in the above recommendation:

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Legal Affairs

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

Telephone: 404.413.1084  
Email: knowwiskie@gsu.edu

**APPLIED LEARNING EXPERIENCE  
MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN GEORGIA DEPARTMENT OF CORRECTIONS  
AND  
GEORGIA STATE UNIVERSITY  
SCHOOL OF NURSING**

This is a Memorandum of Understanding (“Memorandum”) between the Georgia Department of Corrections (“the Department”) by and on behalf of Department Correctional Facility (“the Facility”) and the Board of Regents of the University System of Georgia, another agency of the State of Georgia, by and on behalf of Georgia State University, located at 33 Gilmer Street SE Atlanta, GA 30303 with a local campus at 33 Gilmer Street SE Atlanta, GA 30303 (“the Institution and Contractor”). The Facility and the Institution shall be hereinafter referred to jointly as the “Parties.”

**A. PURPOSE.**

1. The purpose of this Memorandum of Understanding is to guide and direct the Parties respecting their affiliation and working relationship and to provide high quality applied learning experiences for the students enrolled in the Institution’s Nursing Program.

2. Neither party intends for this Memorandum to alter in any way their respective legal rights or their legal obligations to one another or as to any third party.

**B. GENERAL UNDERSTANDING.**

1. The applied learning experience (“ALE”) 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 Facility. The starting and ending dates for each ALE shall be agreed upon at least one month before the ALE commences. ALE implementation at the Facility shall be subject to final approval by the Facility.

2. The number of students designated for participation in the ALE will be mutually determined by agreement of the Parties and may at any time be altered by mutual written agreement. All student participants must be acceptable to both Parties. Either the Facility or the Institution may withdraw any student from an ALE at the Facility based upon a lack of competency on the part of the student, the student’s failure to comply with the rules and policies of the Facility, or for any other reason where either party reasonable believes that it is not in their best interest for the student to continue. Such party shall provide the other party and the student with immediate notice of the withdrawal.

3. There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, sexual orientation, disability or veteran’s status in either the selection of students for participation in the ALE or as to any aspect of the ALE; provided however, that with respect to disability, the disability must not be such as would, even with reasonable accommodation, preclude the student’s effective participation in the ALE.

4. Institution acknowledges and agrees that Institution, including employees of Institution and student participants, shall be subject to background investigations, including but not limited to criminal background investigations, conducted by duly authorized agents of the State, and Institution and Institution personnel and student participants shall be subject to, and agree to comply with, rules pertaining or related to safety and security, including spoken directives of Facility staff and the Department's standard operating procedures related to Employee Standards of Conduct and sexual harassment.

### **C. FACILITY RESPONSIBILITIES.**

1. The Facility will retain responsibility for the care of inmates and will maintain administrative supervision of students insofar as their presence and program assignments affect the operation of the Facility and its care of inmates. The Institution will be responsible for the professional supervision of the student. The Facility's Director which oversees the area in which the student will participate will act as the liaison between the student, Institution and Facility while at the Facility. No provision of this memorandum shall prevent any Facility inmate from requesting not to participate in the ALE or prevent any member of the Facility staff from designating any inmate as a non-ALE inmate.

2. The Facility will provide adequate facilities for participating students in accordance with the ALE program objectives and plan, developed through cooperative planning by the Institution's departmental faculty and the Facility staff. The Facility will use its best efforts to make conference space and classrooms available as may be necessary to support teaching and planning activities in connection with the ALE.

3. Facility staff shall, upon request, assist the Institution in the evaluation of the learning and performance of participating students, provided the student has signed a consent to exchange educational information in accordance with the Family Educational Rights and Privacy Act of 1974, as amended. Any evaluation of students by the Facility shall relate only to general student participation in the ALE and shall not represent a certification by the Facility as to the competence or ability of any student in connection with the practical implementation of any knowledge gained through the ALE.

4. The Facility shall provide for the orientation of both Institution faculty and participating students regarding the philosophies, rules, regulations and policies of the Facility.

5. Subject to the Facility's overall supervisory responsibility for inmate care, appropriately licensed Institution faculty members may provide such inmate services at the Facility as may be necessary for teaching purposes. The nature and scope of activities of Institution faculty members that involve inmate care at the Facility shall be subject to the sole discretion of the Facility and Facility may require prior proof of professional liability coverage, appropriate licensure or certification, and compliance with all Facility rules, regulations, and policies. If faculty participation at the Facility other than as a Supervisor for the purpose of this ALE is so authorized, it must not be a substitute for adequate staffing at the Facility.

6. All medical or health care such as emergency care or first aid that an Institution student or faculty member receives at the Facility will be at the expense of the student or faculty member.

#### **D. INSTITUTION RESPONSIBILITIES.**

1. The Institution will use its best efforts to select students for participation in the ALE who 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 the ALE, the Institution will, upon request and with proper authorization, provide responsible Facility officials with such student records as will adequately disclose the prior education and related experiences of prospective student participants.

3. The Institution will use its best efforts to see that the ALEs at the Facility are conducted in such a manner as to enhance the resources available to the Facility for the providing of care to its inmates. Only those students who have satisfactorily completed the prerequisite courses of their curriculum will be selected for participation in an ALE, as specified in the curriculum course descriptions.

4. The Institution will not assign any faculty member to the Facility in connection with the operation of the ALE who is not appropriately licensed or certified and will provide evidence of the licensure or certification of all its assigned faculty available to the Facility upon request. It is agreed that all Institution faculty are employees of the Institution.

5. The Institution will inform all its participating students and faculty of the Facility requirement that they must procure and maintain throughout the ALE, professional liability insurance in amounts in a form, and by a carrier satisfactory to the Department which covers their activities at the Facility. Evidence of such insurance must be provided to the Facility prior to participation in any ALE. The Institution will provide Worker's Compensation Insurance coverage for its participating faculty members. However, the Institution will not provide Worker's Compensation Insurance for its students. This paragraph will survive the termination of this Memorandum of Understanding.

6. Institution will require student participants and Institution faculty to sign the release attached hereto as Exhibit "A" as a condition of participation in the ALE. Institution will provide the signed releases to Facility prior to commencement of the ALE.

7. The Institution will encourage participating student and faculty compliance with the Facility rules, regulations and procedures, and use its best efforts to keep students and faculty 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 responsibilities, including but not limited to the following:

- a. To follow the administrative policies, standards and practices of the Facility when in the Facility;
- b. To report to the Facility on time and to follow all established regulations of the Facility;

- c. To keep in confidence all medical, health, financial and social (including mental health) information pertaining to inmates;
- d. To not publish any material related to the ALE that identifies or uses the name of the Institution, the Facility, or its members, inmates, students, faculty or staff, directly or indirectly, unless prior written permission is received from the Institution and the Department. However, the Facility hereby grants to the Institution the right to publish Institution administrative materials such as catalogs, course syllabi, ALE reports, etc. that identify the Facility;
- e. To comply with all federal, state and local laws regarding the use, possession, manufacture or distribution of alcohol and controlled substances;
- f. To follow Centers for Disease Control and Prevention (C.D.C.) Universal Precautions for Bloodborne Pathogens, C.D.C. Guidelines for Tuberculosis Infection Control, and Occupational Safety and Health Administration (O.S.H.A.) Respiratory Protection Standards;
- g. To arrange for and be solely responsible for transportation and living accommodations while at the Facility;
- h. To conform to established standards and practices while training at the Facility;
- i. To provide the necessary and appropriate uniforms and supplies required when not provided by the Facility;
- j. To wear a name tag that clearly identifies him/her as a student or faculty member; and
- k. To sign and provide to the Facility a written agreement obligating the student or faculty member to observe all rules and policies established by the Facility, to maintain the confidentiality of inmate information, and to refrain from publishing any material related to the ALE that identifies or uses the name of the Institution the Facility, directly or indirectly, or uses the name of the Facility, without first obtaining written approval of the Department. The foregoing is subject to the right to publish set forth in Section d above.

8. The Institution will require all student participants at the time of enrollment in the ALE, if required and as necessary and appropriate during the period of participation, to undergo a health examination, as will be necessary to determine that students are free from any infectious or contagious diseases, and are able to perform their activities in the ALE program in order to ensure that students do not pose a direct threat to the health or safety of others, which may include TB, PPD test or chest x-ray, hepatitis-B core antibody test, and Rubella, measles and mumps tests or documentation of immunization. At the option of the Facility, such health examinations may be performed by the Facility, at the sole expense of the student participants. Any student or faculty participant who does not meet the health criteria established by the Facility will not be assigned to the Facility or allowed to continue to participate in the ALE at the Facility. The Facility has the right, at any time, to request health status reports on student and faculty participants, to the extent allowed by law. Institution shall require students to provide to Facility verification of having satisfactorily completed such health examination. 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 outbreak, the Institution agrees to: (a) notify the Facility within Forty-Eight Hours of receiving notice of the same and (b) require the student and/or faculty member to provide health records to the Facility within two (2) business days of the receipt of a written request by the Facility for such records.

9. The Institution will be responsible for the professional supervision of the student. 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.

10. The Institution will assign faculty/staff representative(s) as liaison(s) between the Facility and the Institution.

11. The Institution agrees to perform the services in accordance with the terms and conditions of this Agreement and in compliance with all laws, rules, regulations and orders of federal, State and local governments, including orders of any court of competent jurisdiction.

12. Prison Rape Elimination Act. Institution agrees to assist the Department in complying with standards articulated under 28 C.F.R. 115, entitled the Prison Rape Elimination Act, by requiring participating students and faculty to submit to a background check and to require students and faculty to agree not to sexually abuse or harass any offenders. Institution agrees to require student participants and faculty undergo training, as the Department sees fit, regarding the Department's zero-tolerance policy for sexual abuse and sexual harassment and Institution agrees to document that student and faculty participants understand such training. Students and faculty participants shall acknowledge in writing that the student or faculty participant understand such training. Institution agrees to inform Department of any knowledge, suspicion, or information it may have regarding the occurrence of sexual abuse or harassment in any facility in which the Institution is present. Institution agrees to keep all information about sexual abuse or sexual harassment, other than such information as is required to report the incident, completely confidential. Institution agrees and understands that a violation of the Prison Rape Elimination Act could result in administrative sanctions, criminal sanctions, or both. Institution acknowledges that failure to maintain the standards articulated in this paragraph is considered a material breach of this Agreement and is grounds for termination of this Agreement.

#### **E. MUTUAL RESPONSIBILITIES.**

1. The Parties will work together to maintain an environment of quality learning experiences for the Institution's students, while at the same time enhancing the resources available to the Facility for the providing of care to its inmates. At the request of either party, a meeting or conference will be held between Institution and Facility representatives to resolve any problems or develop any improvements in the operation of the ALE.

2. This working relationship and affiliation shall be reviewed annually by the Parties. This Memorandum of Understanding may be amended at any time by mutual written agreement of the Parties. The Institution and Facility acknowledge and agree that Facility shall not be responsible for any loss, injury or other damage to the person or property of any student or faculty member participating in the ALE.

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 interests for any party or person other than the Facility and the Institution. Without limiting the generality of the foregoing, no rights are intended

to be created for any inmate, student, parent or guardian of any student, spouse, next of kin, employer or prospective employer of any student.

4. Neither party is an agent, employee or servant of the other. The Institution and the Facility acknowledge and agree that student participants in the ALE are not employees of the Institution or the Facility by reason of such participation, and that they assume no responsibilities as to the student participants that may be imposed upon an employer under any law, regulation, or ordinance. Student participants shall not hold themselves out as employees of the Institution or the Facility.

5. The Facility and Institution acknowledge that protection of student participants in the ALE from exposure to bloodborne pathogens is the joint concern of the Facility, the Institution and the student participant. The Facility will make available to student participants for use within the Facility all personal protective equipment, including gloves, gowns, masks, and other supplies necessary to comply with C.D.C. guidelines, as appropriate to the student participant's ALE. If the ALE involves exposure to bloodborne pathogens, the Facility shall provide student participants with education regarding bloodborne pathogens appropriate to the student participant's educational training. Facility shall maintain documentation of such education. The Institution shall, to the extent allowed by law or regulation, require student participants at substantial risk of directly contacting body fluids, to provide to Facility verification of successful completion of antibody and or antigen testing and vaccination in accordance with the requirements of O.S.H.A. and the C.D.C. Facility will use its best efforts to appropriately test the source inmate and to obtain that inmate's consent to disclosure of test results to the student participant.

The Institution and its faculty and other employees will comply with all applicable state and federal laws, rules and regulations regarding patient privacy and data security, including but not limited to, the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, codified at 42 U.S.C. § 1320 through d-8 ("HIPAA"), and the requirements of any regulations promulgated thereunder, including, without limitation, the federal privacy regulations as contained in 45 C.F.R. Parts 160 and 164, and the federal security standards as contained in 45 C.F.R. Parts 160, 162 and 164. The Institution will inform Students of their obligation to comply with all applicable state and federal laws, rules and regulations regarding patient privacy, including but not limited to, HIPAA. Institution will inform Students that they are required to comply with all ALE policies and procedures provided to Institution regarding the confidentiality of patient information and the use of all such information. The Parties will notify one another if there are known breaches of this confidentiality. If during the term of this Agreement, the Department of Health and Human Services, Office of Civil Rights or any other empowered federal or state agency, court or administrative tribunal determines that the Institution is a Business Associate, as described in the federal privacy regulations, or if the Parties otherwise reasonably determine that Institution will likely be so defined as a Business Associate under such federal privacy regulations, the Parties will promptly agree upon such procedures and requirements relating to handling private health information as will ensure compliance with applicable governmental requirements and regulations.

6. This Memorandum of Understanding shall be governed by, construed and applied in accordance with the laws of the State of Georgia. Venue for any action arising out of or relating to the Memorandum of Understanding shall be in Fulton County Superior Court.

7. This Memorandum of Understanding shall supersede any previously executed Memoranda of Understanding between the Parties for applied learning experiences.

**F. BOYCOTT OF ISRAEL.** Contractor certifies that Contractor is not currently engaged in and agrees for the duration of the Contract not to engage in, a boycott of Israel, as defined in O.C.G.A. Section 50-5-85.

**G. SEXUAL HARASSMENT PREVENTION.** Both Parties acknowledge that they are subject to the Governor's Executive Order "Preventing Sexual Harassment in the Executive Branch of Government" signed January 14, 2019 and both parties agree to comply with the same.

**H. NOTICES.** Any notice under this Agreement shall be deemed duly given if delivered by hand (against receipt) or if sent by registered or certified mail to a party hereto at the address set forth below or to such other address as the parties may designate by notice from time to time in accordance with this Agreement.

If to Institution: Lisa Y. Williams  
Clinical and Residency Placement Coordinator  
Georgia State University School of Nursing  
33 Gilmer St SE  
Atlanta, GA 30303  
[lwilliams106@gsu.edu](mailto:lwilliams106@gsu.edu)

If to Department: Jennifer Ammons  
General Counsel  
Georgia Department of Corrections  
P.O. Box 1529  
Forsyth, Georgia 31029

With copy to: Augusta University Department of Correctional Health  
Erin Warnock, MPA  
Office Manager  
2271 Vinson Hwy  
Hardwick, Georgia 31034  
[ewarnock@augusta.edu](mailto:ewarnock@augusta.edu)

**I. TERM OF AGREEMENT.** This Agreement shall be effective on July 1, 2020 and shall continue for a period of one (1) year commencing on July 1, 2020 and terminating on June 30, 2021. Notwithstanding the foregoing, either party may terminate this Agreement for any reason or no reason upon thirty (30) calendar days' prior written notice to the other party.



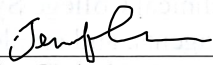
**J. RENEWAL.** The Department shall have the option, exercisable in its sole discretion depending on the satisfactory performance and availability of funds, to renew this Agreement for up to four (4) terms. Each renewal term shall not exceed twelve months. The Department shall give the Governmental Entity no less than thirty (30) days' notice of its intent to renew. If renewed, renewal shall be upon the same terms and conditions. As to each term and subject to the termination provisions of this Agreement, the Agreement shall terminate absolutely and automatically at the close of the then-current term without further obligation by the Department. The original Agreement, applicable amendments and any Agreement renewals shall bind the Department and the Governmental Entity. Upon the Department's election, in the Department's sole discretion, to renew any part of this Agreement, the Governmental Entity shall remain obligated to perform in accordance with this Agreement unless otherwise agreed in writing by the Department and the Governmental Entity.

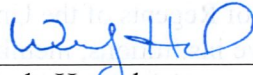
**K. ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement and understanding between the Parties hereto and replaces, cancels and supersedes any prior agreements and understandings relating to the subject matter hereof; and all prior representations, agreements, and undertakings between the Parties hereto with respect to the subject matter hereof are merged herein.

IN WITNESS WHEREOF, the parties have caused the authorized representatives of each to execute this Agreement on the day and year first above written.

**GEORGIA DEPARTMENT OF  
CORRECTIONS**

**GEORGIA STATE UNIVERSITY**  
a unit of The University System of Georgia

By:   
Jennifer G. Ammons  
General Counsel

By:   
[Name] Wendy Hensel  
[Title] Provost & SVP for Academic Affairs

Date: 08/12/2020

Date: 7 August 2020

**EXHIBIT A**

**RELEASE, WAIVER OF LIABILITY AND COVENANT NOT TO SUE  
(READ CAREFULLY BEFORE SIGNING)**

I, \_\_\_\_\_, understand and acknowledge my awareness that I will be participating in the Applied Learning Experience Program (the "Program") developed by the Institution in conjunction with the Georgia Department of Corrections. The Program will be conducted in correctional facilities operated by the Georgia Department of Corrections and I fully understand that my participation in the Program may expose me to risk of property damage, bodily or personal injury, including death. I understand that the risks that I may encounter include, but are not limited to transportation accidents, terrorist incidents, sickness and criminal acts, as well as other risks that may not be foreseeable. I have been informed and understand that there are inherent risks and dangers involved in the program and I hereby voluntarily CONSENT to participate in the Program.

In exchange for the use of equipment, materials, supplies, training and for being allowed to participate in the Program, I hereby release and forever discharge the State of Georgia, its agencies and departments, including the Georgia Department of Corrections, the Board of Regents of the University System of Georgia, the Technical College System of Georgia, their respective institutions, members individually and their officers, agents and employees from any and all claims, demands, rights, expenses, actions, and causes of action, of whatever kind, arising from or by reason of any personal injury, bodily injury, property damage, or the consequences thereof, whether foreseeable or not, resulting from or in any way connected with my participation in this Program.

I further covenant and agree that for the consideration stated above, I will hold forever harmless and will not take legal action against the State of Georgia, its agencies and departments, the Georgia Department of Corrections, the Board of Regents of the University System of Georgia, the Technical College System of Georgia, their respective institutions, members individually, and their officers, agents, and employees for any claim for damages arising or growing out of my participation whether their actions were negligent, willful, or intentional.

I certify that I am at least 18 years of age. This consent and waiver is given freely and voluntarily by me without coercion, duress, threat or promise of any kind. I certify that I understand and have read the above carefully before signing. I understand that I am not subject to any adverse action if I do not sign.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_