

MEMORANDUM OF UNDERSTANDING CONCERNING AFFILIATION OF STUDENTS FOR CLINICAL TRAINING

This is a Memorandum of Understanding on the part of Southwest Public Health District 8, Unit 2, which encompasses clinical facilities in the Georgia counties of Baker, Calhoun, Colquitt, Decatur, Dougherty, Early, Grady, Lee, Miller, Mitchell, Seminole, Terrell, Thomas, and Worth, hereinafter referred to as the "Facility," and **Board of Regents of the University System of Georgia by and on behalf of Georgia State University**, hereinafter referred to as "Institution."

PURPOSE

The purpose of this Memorandum of Understanding is 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, field learning experience for students in the Institution, while at the same time enhancing the resources available to the Facility for the providing of services to its clients. Neither party intends for this Memorandum to alter in any way their respective legal rights or their legal obligations to one another, to the students and faculty assigned to the facility, or as to any third party.

GENERAL UNDERSTANDING

1. The courses of instruction (i.e., clinical education programs) 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 Facility. The starting and ending date for each program shall be agreed upon at least one month before the program commences.
2. The number of students designated for participation in the field experience education program will be mutually determined by agreement of the parties, and may at any time be altered by mutual agreement. 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 facility of the Institution, or for any other reason if either part reasonably believes that it is not in the best interest of the program for the student to continue.
3. There shall be no discrimination on the basis of race, color, national origin, religion, creed, sex, age, disability, or veteran status in either the selection of students for participation in the program, or as to any aspect of the field experience training; provided, however, that with respect to disability, the disability must not be such as would, even with reasonable accommodation, in and or itself preclude a student's effective participation in the program.

FACILITY RESPONSIBILITIES

1. The Facility will retain responsibility for the services to clients and will maintain administrative and professional supervision of all patient care activities provided by students insofar as their presence and program assignments affect the operation of the Facility and its care, direct and indirect, of patients.
2. The Facility will provide adequate practice for participating students in accordance with the practice objectives developed through cooperative planning by the institution's department faculty and the Facility's staff.

3. The Facility will use its best efforts to make conference space and classrooms available as may be necessary for teaching and planning activities in connection with field experience training programs.
4. Facility staff shall, upon request, assist the Institution in the evaluation of the learning and performance of participating students.
5. The Facility shall provide for orientation of both Institution faculty and participating students to the facilities, philosophies, rules, and regulations and policies of the Facility.
6. Subject to the Facility's overall supervisory responsibility for patient services, it may, but is not obligated to, permit appropriately licensed faculty members to provide such patient services at the Facility as may be necessary for teaching purposes.
7. All medical or health care (emergency or otherwise) that a student or Institution faculty member receives at the Facility will be at the expense of the individual involved.
8. The Facility shall do or cause to be done the following:
 - a. Provide administrative support for the identification and provision of educational opportunities for the student.
 - b. Permit the student to utilize time in the work week for educational purposes in fulfillment of educational objectives identified and agreed to by the Facility field instructor of the student.

INSTITUTION RESPONSIBILITIES

1. The Institution will use its best efforts to see that students selected for participation in the field experience training program are prepared for effective participation in the clinical training phase of their overall education. The Institution will retain ultimate responsibility for the education of its students.
2. Prior to the commencement of a field experience training program, the Institution will, upon request, provide responsible Facility officials with such student records as will adequately disclose the prior education and related experience of prospective student participants.
3. The Institution will use its best efforts to see that the field experience training programs at the Facility are conducted in such a manner as to enhance client care. Only those students who have satisfactorily completed the prerequisite didactic portion of their curriculum will be selected for participation in a program.
4. The Institution will not assign any faculty member to the Facility in connection with the operation of the program who is not appropriately qualified and will make evidence of licensure or certification of its entire assigned faculty available to the facility upon request.
5.
 - a. The Institution will require all participating students to show proof of liability insurance in an amount satisfactory to the Institution and Facility. Upon request, evidence of such insurance will be provided.
 - b. The Institution will require all participating faculty and students to show proof of health

insurance if required by the Facility, in an amount satisfactory to the Facility. Upon request, evidence of such insurance will be provided.

6. The Institution will encourage student compliance with the Facility's rules, regulations and procedures, and use its best efforts to keep students informed as to the same and any changes therein. Specifically, the Institution will keep each participating student apprised of his or her responsibility:
 - a. To follow the administrative policies, standards, and practices of the Facility when the student is in the Facility.
 - b. To report to the Facility on time and to follow all established regulations during the regularly scheduled operating hours of the Facility.
 - c. To conform to the standards and practices established by the institution while training at the Facility.
 - d. To keep in confidence all medical and health/mental information pertaining to particular clients. Students and Faculty of the Institution understand and agree that they will be exposed to personal and confidential information related to the operations of the Facility and the clients thereof. Students and Faculty agree that Personal Health Information (PHI) of the residents is subject to privacy regulations including but not limited to the Health Insurance Portability and Accountability Act (HIPAA), as well as the Facility's Confidentiality Compliance policies, both as currently implemented, and any that shall be implemented over the course of the contract. Students and Faculty agree to comply with such policies and regulations that ensure the use of PHI only on a need to know basis and for the sole purpose of rendering treatment and consultation in the course of providing care to the clients of the Facility. Students will sign an "Acknowledgement of Confidentiality" at the beginning of their placement in district or county facilities. (attached)
 - e. To understand, agree and acknowledge that the student is not an employee of the Southwest Health District or any respective Board of Health during his/her tenure for clinical placement as a student and is not covered for liability protection, worker's compensation benefits, life insurance or other similar benefits eligible to a Board of Health employee. Students will sign an acknowledgment of non-employee status at the beginning of their clinical placement in district or county facilities.
 - f. To wear a name tag that clearly identifies him/her as a student or faculty member.
7. The Institution will require each participating student to furnish proof of up-to-date immunization status, including Hepatitis B vaccination and Annual TB Skin test, the results of which shall, upon request, be made available to the Facility. The parties may agree to have such examinations performed by the Facility.
8. The Institution will provide training in the Universal Precautions Against Infection for all students covered by this memorandum of Understanding prior to their arrival at the Facility.

MUTUAL RESPONSIBILITIES

1. The parties will work together to maintain an environment of quality learning experiences and quality patient care. At the instance of either party, a meeting or conference will be promptly held between Institution and Facility representatives to resolve any problems or develop any improvements in the operation of the contemplated training programs.
2. Unless sooner canceled as provided below, the term of the affiliation for training shall be three years, commencing on June 1, 2017 and ending on May 31, 2020. This working relationship and affiliation may be renewed by mutual written consent of the parties. It may also be canceled at any time by either party upon not less than thirty (30) days written notice in advance of the next training experience.
3. Prior to beginning the Clinical Rotation at the Facility, Institution shall provide participating students with basic training regarding confidentiality and privacy of protected health information under the Health Insurance Portability and Accounting Act, and all regulations thereunder (collectively "HIPAA"), and Facility shall provide students with specific training in Facility's HIPAA policies upon students arrival at Facility.

This 17th day of July, 2017.


FACILITY:

Public Health District 8, Unit 2

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229-352-4275

INSTITUTION:

Board of Regents of the University System of
Georgia by and on behalf of Georgia State
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By: 
Charles Ruis, MD
Health District 8, Unit 2

Date: 8-10-17

By: 
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Senior VP for Academic Affairs and Provost

Date: 7-19-17