

OT prog. contract

December 11, 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):


DEC 12 2019

- Affiliation Agreement/Amendment**
 Affiliation Agreement Renewal Letter

With **Select Rehabilitation, LLC**
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.

12/11/2019
Date

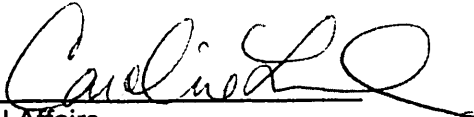

Kelli Nowwiskie, Dean's Office Administrator

12/11/2019
Date


Anthony Roberts, College Administrative Office

We concur in the above recommendation:

12/19/19
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

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AFFILIATION AGREEMENT

This Affiliation Agreement ("Agreement") is entered into this 11th day of December, 2019, by and between Select Rehabilitation, LLC ("Select Rehabilitation") and Georgia State University OT Program ("School").

RECITALS

WHEREAS, Select Rehabilitation is engaged in the business of providing comprehensive physical, occupational, and speech therapy services with qualified licensed professionals in a variety of geriatric clinical settings; and

WHEREAS, School desires that certain of its students enrolled in all its health-related programs and who have satisfactorily completed the relevant prerequisites of the School's education program (individually and collectively referred to as "Student" or "Students") be afforded the opportunity to have practical learning and clinical experiences at Select Rehabilitation ("Program"); and

WHEREAS, Select Rehabilitation recognizes the need for, and desire to aid in the educational development of ancillary health professionals in keeping with its mission of enriching the region with trained healthcare professionals.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the parties agree as follows:

I. School's Duties and Responsibilities

1. School shall be responsible for planning and determining the adequacy of the educational experience of Students in theoretical training, basic skills, professional ethics, attitude and behavior, and will screen and certify the eligibility of the Student and assign to Select Rehabilitation only those Students who have satisfactorily completed the prerequisites of the School's education program. School is responsible to determine the amount of academic credit, grading system and criteria to earn credits and grades upon completion.

2. School shall procure or require the Student to procure and maintain, at its or the Student's sole cost and expense, general and professional liability insurance covering the acts and/or omissions of its Students participating in the Program, or otherwise require its Students to carry and maintain, at their sole cost and expense, professional liability insurance in the minimum amount of \$1,000,000 for each occurrence and \$3,000,000 aggregate covering all acts and activities undertaken pursuant to this Agreement as a condition of participation in the Program. Evidence of insurance shall be furnished to Select Rehabilitation prior to the Student's commencement in the Program and as otherwise requested by Select Rehabilitation.

3. School shall designate a member of its faculty to coordinate the Program ("School Coordinator") with a designated member(s) of Select Rehabilitation.

4. School shall provide Select Rehabilitation with the names and other pertinent information about each Student to be assigned to Select Rehabilitation at least two (2) weeks before the beginning date of the Student's assignment with Select Rehabilitation and as mutually agreed establish the daily/hourly onsite commitment.

5. School shall cause to be provided to Select Rehabilitation all Student health reports required by Select Rehabilitation prior to the Student's commencement of the Program.

6. To the extent required by federal law, the parties agree to comply with the Health Insurance Portability and Accountability Act of 1996 as codified at 42 U.S.C. Section 132d ("HIPAA") and any current and future regulations promulgated thereunder, including without limitation, the federal privacy regulations, the federal security standards, and the federal standards for electronic transactions, all collectively referred to herein as "HIPAA Requirements". The parties agree not to use or further disclose any Protected Health Information or Individually Identifiable Health Information, other than as permitted by HIPAA Requirements and the terms of this Agreement.

7. School shall advise Students that they are responsible for: (i) complying with the School's policies, procedures, standards and practices; (ii) complying with Select Rehabilitation's policies, procedures, standards and practices including strict confidentiality with respect to Select Rehabilitation's financial, marketing and technical information; (iii) bearing their own cost of transportation, parking, meals, lodging and miscellaneous expenses related to their participation in the Program; (iv) reporting for Program activities on time; (v) maintaining their own health records and providing their own health insurance coverage; (vi) maintaining the confidentiality of patient and client records and information; and (vii) meeting Select Rehabilitation's health screening requirements prior to beginning the Program and providing Select Rehabilitation with proof that such health screening requirements have been met.

8. School shall certify the Student shall have the appropriate educational background and skills consistent with the advertised internship requirements for participation. School shall withdraw and terminate a Student's placement with Select Rehabilitation upon Select Rehabilitation's request if Select Rehabilitation determines, in its sole discretion, that: (i) the Student fails to comply with any of Select Rehabilitation's policies, procedures, standards and practices; (ii) the Student fails to comply with Select Rehabilitation's proper channels of communication; (iii) Select Rehabilitation becomes dissatisfied with the Student's performance; or (iv) the Student will not be able to successfully complete the Program.

9. School hereby represents and warrants that School is not and at no time has been excluded from participation in any federally funded health care programs, including Medicare and Medicaid. This representation includes the faculty, employees and students of School who will participate in the Program pursuant to this Agreement. School hereby agrees to

immediately notify Select Rehabilitation if it or any of its participating faculty, employees or students are threatened or excluded from any federally funded health care program, including Medicare and Medicaid. In the event that School or any of its participating faculty, employees or students are excluded from participation in any federally funded health care program during the term of this Agreement, or if at any time after the effective date of the Agreement it is determined that School is in breach of this requirement, Select Rehabilitation, at its sole option, may terminate the Agreement as of the effective date of such exclusion or breach.

10. School understands and agrees that School's personnel, faculty and students are not eligible for coverage under any of Select Rehabilitation's benefit plans or programs of whatever kind or nature, including without limitation, Select Rehabilitation's workers' compensation insurance and unemployment compensation insurance. School shall provide workers' compensation and unemployment compensation coverage as required by applicable law. Neither School nor Select Rehabilitation shall compensate Students for their activities during their participation in the Program.

11. School may not assign any rights or obligations under this Agreement without the prior written consent of Select Rehabilitation, LLC

12. Health and Background Checks. Only those students who meet the academic and other qualifications for the clinical program shall be eligible for a rotation with the Clinical Facility. The University shall ensure that all students assigned have obtained all appropriate immunizations as may be required by the Clinical Facility. The University shall ensure that each student assigned to a rotation hereunder: (i) complies with the Rules, policies, procedures and requirements of the Clinical Facility; (ii) maintains a current acceptable physical examination report and immunization record; (iii) maintains a current 2-step tuberculosis (TB) skin test documenting a negative test for TB; (iv) maintains a current Hepatitis B immunization record or a signed waiver, if permitted by the Clinical Facility. The University acknowledges and agrees that the Clinical Facility may require copies of all immunization records and other health related information prior to accepting any student for a rotation under this Agreement, and may require that such students undergo an appropriate criminal background check.

II. Select Rehabilitation's Duties and Responsibilities

1. Select Rehabilitation shall have sole authority and control over all aspects of Select Rehabilitation's business, including client care and services.

2. Select Rehabilitation shall designate a member or members of its staff to be coordinator of this Program and function as clinical supervisor with whom the School's Program Coordinator is to communicate for the conduct of this Program, which may include the development of objectives, methods of instruction and other details of the clinical education.

3. Select Rehabilitation shall make available to Students an environment conducive to the learning process which conforms to Select Rehabilitation's customary procedures.

4. Select Rehabilitation shall be responsible for the Student's supervision when receiving clinical education from Select Rehabilitation under the Program.

5. Select Rehabilitation may, at any time, exclude from participation any Student if Select Rehabilitation determines, in its sole discretion, that: (i) the Student fails to comply with any of Select Rehabilitation's policies, procedures, standards and practices; (ii) the Student fails to comply with Select Rehabilitation's proper channels of communication; (iii) the Student's performance is not satisfactory; or (iv) the Student will not be able to successfully complete the Program.

6. Select Rehabilitation will provide School with information particular to Student's clinical assignment, including Select Rehabilitation's policies and procedures.

7. Select Rehabilitation shall have the sole authority to determine the number of Students per semester for participation in the Program., as well as the location, clinical areas and clients, patients and other particulars specific to the Student's assignment in the Program.

III. Term and Termination

1. This Agreement shall be effective for a term of one (1) year and supercedes any and all prior agreements between the parties related to clinical affiliation. Thereafter, this Agreement shall automatically renew for additional one (1) year terms unless either party gives the other written notice of termination prior to the expiration of the initial term or any successive terms, as the case may be.

2. Notwithstanding anything contained herein to the contrary, this Agreement may be terminated by either party for any reason upon thirty (30) days written notice.

IV. General Provisions

1. Each party agrees not to use the name of the other or any other affiliate in any promotional or advertising material, unless prior approval of the intended use is obtained by that party.

2. School and Select Rehabilitation shall be considered "independent entities" with respect to each other. None of the provisions of this Agreement are intended to create nor shall be deemed or construed to create any relationship between School and Select Rehabilitation, other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. School and Select Rehabilitation and any of their respective agents or employees shall not be construed to be the agent, employee, joint employee, or representative of the other. Neither School nor Select Rehabilitation shall have any express or implied rights or authority to assume or create any obligations or responsibility on behalf of or in the name of the other, nor waive or limit any defenses as to liability to each other or death or damage to property or persons, except as may otherwise be set forth in this Agreement.

10/21/1944
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3. The parties agree that each party is and shall be solely responsible for any claim or damage resulting from each party's own negligence, acts, or omissions.

4. This Agreement does not create any third-party beneficiaries.

5. Any notice required or permitted by this Agreement must be in writing and be delivered personally or sent by certified mail, return receipt requested and postage prepaid, to the following:

If to School:

Kelli Nowviskie
Byrdine F. Lewis College of Nursing & Health Professions
Georgia State University
P.O. Box 3995
Atlanta, GA
30302-3995
Phone: 404-413-1084
Email: knowviskie2gsu.edu

If to Select Rehabilitation:

Select Rehabilitation, LLC
Attention: Meghan Rose, Human Resources
2600 Compass Rd
Glenview, IL 60026
Phone 847-787-3430 ext. 504
Fax: 847-441-0734
campusrelations@selectrehab.com

6. The parties agree that in the performance of this Agreement, there will be no discrimination against any employee, student or person, on account of race, color, religion, sex, sexual orientation, ancestry, age, national origin, handicap or any other status protected by law.

7. The parties agree that this Agreement may only be revised or modified by written amendment signed by both parties.

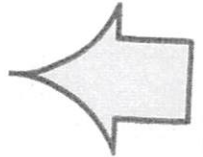
8. This Agreement shall be interpreted, construed and enforced pursuant to and in accordance with the laws of the State of Illinois and Georgia.

Select Rehabilitation, LLC

By: Prof Jassu

Title: VP OF HUMAN RESOURCES

Date: 01-22-2020



SCHOOL:

By: Wright

Title: Provost + SVP for Academic Affairs

Date: 14 January, 2020