

December 4, 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):

- Affiliation Agreement/Amendment  
 Affiliation Agreement Renewal Letter

DEC -- 5 2019

With Loudoun County Public Schools  
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.

12/4/2019  
Date

Kelli Nowviskie  
Kelli Nowviskie, Dean's Office Administrator

12/4/2019  
Date

Anthony Roberts  
Anthony Roberts, College Administrative Office

We concur in the above recommendation:

12/5/2019  
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  
Email: knowviskie@gsu.edu

**MEMORANDUM OF UNDERSTANDING/AFFILIATION AGREEMENT  
BETWEEN  
GEORGIA STATE UNIVERSITY  
AND  
LOUDOUN COUNTY PUBLIC SCHOOLS**

This Agreement is made and entered into this 1<sup>st</sup> day of July 2019 by and between **GEORGIA STATE UNIVERSITY**, through its **Lewis College of Nursing and Health Professions**, hereinafter referred to as “**University**” and **LOUDOUN COUNTY PUBLIC SCHOOLS**, a Virginia public school system, hereinafter referred to as “**LCPS**”.

WHEREAS, LCPS and University recognize the need for providing quality learning and preparation experiences for students (hereinafter referred to as “**Students**”) enrolled in the University’s **Occupational Therapy Program** of study;

WHEREAS, University desires that students, as part of such course of study, shall be provided with planned educational field experiences; and

WHEREAS, LCPS maintains such facilities and operations that will enable it to provide practical and/or clinical field experience to participating students (hereinafter referred to as “**Program**”); and

WHEREAS, the parties wish to set forth the terms and conditions of a mutually beneficial agreement. NOW THEREFORE, it is hereby understood and agreed to by and between the parties hereto as follows:

1. **Term and Termination.** This Agreement shall commence on July 1, 2019 and shall continue for a period of one (1) year (the “**Initial Term**”). Upon expiration of the Initial Term of this Agreement, this Agreement shall **automatically renew** for successive one (1)-year periods (each a “**Renewal Term**”) up to a maximum total of five (5) years. Notwithstanding the foregoing, either party may terminate this Agreement for any reason or no reason, upon sixty (60) calendar days’ prior written notice to the other party, provided that students in good standing shall be permitted to complete the field experience with LCPS.
2. **LCPS Obligations:**
  - a. LCPS agrees to accept students from the University for the purpose of providing opportunities for learning experiences for a mutually agreed upon number of such students each semester, number to be expressed in University’s Letter of Confirmation of Student Placement.
  - b. LCPS shall provide for orientation of University faculty and students to the LCPS facilities, staff, philosophies, policies, rules and regulations.
  - c. LCPS will participate jointly with University faculty in the selection of student assignments in order that the objectives of courses being offered may be met.
  - d. LCPS shall provide adequate support and use of LCPS facilities for participating students in accordance with the students, LCPS, and Program objectives.
  - e. LCPS shall have appropriately licensed staff responsible for supervising Program participants and the care of all LCPS clients.



- f. LCPS shall maintain administrative and professional supervision of students insofar as their presence and participation in Program assignments affects the operation of LCPS.
- g. LCPS shall designate a contact person to work cooperatively with the University contact person to make participant assignments and to conduct all other official business related to other aspects of the Program.
- h. LCPS shall notify the University of any problem or difficulty arising with a student, and a discussion shall be held either by phone or in person to determine the appropriate course of action. LCPS will, however, have final responsibility and authority to withdraw a student from the field experience.
- i. LCPS shall maintain in force during the term of this Agreement general and professional liability insurance, with coverage of at least One Million Dollars (\$1,000,000) for each occurrence, insuring itself and its agents and employees for their acts, omissions or negligence.

3. University Obligations:

- a. University admits to the Program only students who shall have successfully completed prerequisite courses, who have met safety standards, and who have demonstrated skills and professional behaviors at a level appropriate for their status in the Program.
- b. University shall require students to provide verification to LCPS that they meet the health and immunization requirements of LCPS, which are consistent with the Center of Disease Control recommendations.
- c. University will provide cooperation and participation with the appropriate members of LCPS administration, faculty, staff, and employees as deemed mutually beneficial and agreeable, but the University faculty will assume responsibility with regard to the indirect supervision, planning, and execution of the experiences contemplated by this Agreement.
- d. Prior to any student participating, University shall provide LCPS with names of Program coordinators, students and faculty to be assigned and length and dates of the projected assignments, days and hours of assignments, and University holidays. University will provide a copy of the Program objectives, procedures and expectations including observation and evaluation forms.
- e. University shall maintain in force during the term of this Agreement general and professional liability insurance, with coverage of at least One Million Dollars (\$1,000,000) for each occurrence, insuring itself and its agents and employees for their acts, omissions or negligence. University shall supply a certificate of coverage to LCPS upon request.
- f. In the event it becomes necessary to cancel a reserved space or change a student assignment, University will make every effort to notify LCPS at least one month in advance of the scheduled beginning of the experience.



- g. University shall designate a contact person to work cooperatively with the LCPS contact person to make participant assignments and to conduct all other official business related to other aspects of the Program.
- h. University will advise each student about his/her responsibilities. The students' responsibilities are as follows:
  - i. University will provide students with a copy of the Confidentiality Agreement attached hereto as Addendum #1, a copy of which will be provided directly to LCPS by the student.
  - ii. To respect the confidentiality of students and clients of LCPS and their records in accordance with LCPS' policies and procedures and the confidentiality provisions of the Family Educational Rights and Privacy Act ("FERPA") which govern the use and/or disclosure of educational records.
  - iii. To adhere to any regulations regarding the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (together referred to as the "HIPAA Privacy Regulations"), if applicable.
  - iv. To adhere to the policies and procedures of LCPS, an outline of which will be provided to the student and University by LCPS.
  - v. To acquire their own accident or health insurance coverage through a private insurance carrier for injuries or illnesses they may suffer during the course of the Program.
  - vi. To communicate to University staff and faculty any aspects of field work performance that requires reasonable accommodation as determined under the ADA, due to a documented disabling condition.
  - vii. To make ultimate arrangements for his/her own transportation.
  - viii. To make ultimate arrangements for his/her own housing and meals.
  - ix. To provide LCPS evidence of a negative TB test and other medical tests in accordance with standards of LCPS.
  - x. To disclose any pending criminal charges to LCPS at the time of application and throughout the student's participation in the Program.
  - xi. To submit to fingerprinting and background checks in advance of the student participation to allow the results to be obtained in advance of participation.

#### 4. General Terms and Conditions

- a. **Applicable Law and Choice of Forum.** This Agreement shall be construed, governed and interpreted pursuant to the laws and courts of the Commonwealth of Virginia, which is the legal jurisdiction in which the field experience will take place.

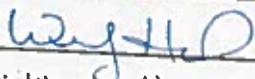
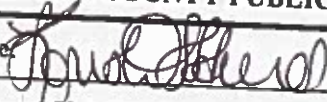
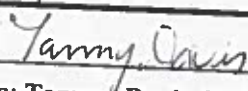




- b. Status of the Parties. The relationship of the parties to each other is solely that of independent parties. No party shall be considered an employee, agent, partner or fiduciary of the other except for such purposes as may be specifically enumerated herein, nor shall anything contained in this Agreement be construed to create any partnership or joint venture between the parties.
- c. This Agreement is nonexclusive. LCPS and University reserve the right to enter into similar agreements with other institutions.
- d. Severability. Should any portion of the Agreement be declared invalid or unenforceable for any reason, such portion is deemed severable from the Agreement and the remainder of this agreement shall remain fully valid and enforceable.
- e. Entire Agreement. This Agreement constitutes the entire understanding of the parties and supersedes all prior oral or written agreements.
- f. Waiver. The failure of a party to enforce any provision in this Agreement shall not be deemed to be a waiver of such right.
- g. Assignment. No party shall assign or otherwise transfer its rights or delegate its obligations under this Agreement without the prior written consent of the other party. Any attempted assignment, transfer or delegation without such consent shall be void.
- h. Non-discrimination. All parties to this Agreement agree to not unlawfully discriminate on the basis of race, color, religion, national origin, sex, disability, or age (except where sex or age is a bona fide occupational qualification).
- i. LCPS and University agree to jointly evaluate and assess the quality of the Program on an on-going basis and to make modifications as deemed necessary.
- j. LCPS and University agree that any student or faculty of University participating in the Program may be dismissed at any time by LCPS.
- k. LCPS and University acknowledge that the Program's field experience is mutually beneficial to all parties and that no monetary consideration is paid by either party to the other.
- l. Each party shall be responsible for all loss or liability resulting from the acts or omissions of its own employees or agents arising out of the performance of the terms and conditions of this Agreement. Nothing contained herein shall be deemed as, or construed to be, a waiver of sovereign immunity.



In WITNESS WHEREOF, the parties hereto have carefully read, understood, and executed this Agreement as of the day and year below written.

GEORGIA STATE UNIVERSITY	LOUDOUN COUNTY PUBLIC SCHOOLS
Signature: 	Signature: 
Print Name: Wendy Hensel	Print Name: Kristi L. Hurd, Supervisor
Title: Provost & VP of Academic Affairs	Title: Human Resources and Talent Development
Date: 9 December 2019	Date: 12/20/19
Signature:	Signature: 
Print Name:	Print Name: Tammy Davis, MS, CCC/SP
Title:	Title: Special Education Supervisor, Related Services
Date:	Date: 12/18/19
<b>GSU Contact Information</b>	<b>LCPS Contact Information</b>
<p><b>Kelli Nowviskie</b>            Deans Office Administrator College of Health            Lewis College of Nursing &amp; Health Professions            Georgia State University            Phone: (404) 413-1084            E-Mail: <a href="mailto:knowviskie@gsu.edu">knowviskie@gsu.edu</a></p>	<p><b>Legal Notices:</b>            Loudoun County Public Schools 21000 Education            Court, Suite 301            Ashburn, VA 20148  <b>ATTN: Procurement Services Division</b>            Phone: (571) 252-1270 Fax: (571) 252-1432</p> <p><b>Academic Notices:</b>            Loudoun County Public Schools            Human Resources and Talent Development 21000            Education Court            Ashburn, VA 20148  <b>ATTN: Ashleigh Stocks, Middle School Coordinator</b>  <b>Teachers-in-Training Coordinator</b>            Phone: (571) 252-1647            E-Mail: <a href="mailto:Ashleigh.Stocks@lcps.org">Ashleigh.Stocks@lcps.org</a></p>



**ADDENDUM #1**  
**COLLEGE/UNIVERSITY STUDENT INTERN**  
**LCPS FIELD EXPERIENCE AFFILIATION PROGRAM**  
**CONFIDENTIALITY AGREEMENT**

THIS CONFIDENTIALITY AGREEMENT is entered into by and between the College/University Student ("Student") and Loudoun County Public Schools ("LCPS"). In consideration of the Student being allowed by LCPS to participate in a field experience affiliation Program between College/University and LCPS, the parties mutually agree to all of the following:

1. During the term of the Program, it may be necessary for Student to handle confidential client medical, scholastic, or any other personally identifiable information. With respect to such information, the following provision shall apply: For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), Student acknowledges and agrees not to disclose confidential information to unauthorized parties and agrees, if applicable, to adhere to any regulations regarding the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (together referred to as the "HIPAA Privacy Regulations.")
2. Confidential Information is defined as any LCPS student or client medical, scholastic, or any other personally identifiable information.
3. The obligation to protect confidential information, and the liability for unauthorized disclosure for use of confidential information, shall not apply with respect to such information which is now available or becomes available to the public without breach of this Agreement; information lawfully received without restrictions from other sources, including the U. S. government; information known to the receiving party prior to disclosure; information published or disclosed by the disclosing party to others, including the U. S. government, without restriction; or information for which further use or disclosure by the recipient is authorized in writing by the disclosing party.
4. Student has received a copy of the LCPS Teachers-in-Training Guide Book at the Teachers-in-Training Orientation. Student understands and agrees it is his/her responsibility to read and be familiar with the information contained in the Teachers-in-Training Guide Book.

IN WITNESS THEREOF, each of the parties hereto has executed this Agreement as of the effective date set forth below.

<b>COLLEGE/UNIVERSITY STUDENT INTERN</b>	<b>LOUDOUN COUNTY PUBLIC SCHOOLS</b>
Student Signature:	Signature:
Print Name:	Print Name: Kristi L. Hurd, Supervisor
Endorsement:	Title: Human Resources and Talent Development
Date:	Date:
<b>Student Intern's Contact Information:</b>	<b>LCPS Contact Information:</b>
College/University Name:	Kristi L. Hurd, Supervisor
Student Address:	Human Resources and Talent Development
Student Phone:	Loudoun County Public Schools
Student E-mail:	21000 Education Court
	Ashburn, VA 20148
	Phone: (571) 252-1100
	E-Mail: <a href="mailto:Kristi.Hurd@lcps.org">Kristi.Hurd@lcps.org</a>