

2015

EDUCATIONAL AFFILIATION AGREEMENT

In consideration of the mutual covenants and promises contained herein, **Mercy Care, Inc.** ("FACILITY") and **Board of Regents of the University System of Georgia** on behalf of The Board of Regents of the University System of Georgia by and on behalf of **Georgia State University** ("INSTITUTION") hereby enter into this Educational Affiliation Agreement ("Agreement"), effective as of January 1, 2015, and agree as follows.

A. PURPOSE.

- (1) The purposes of this Agreement are:
 - (a) to guide and direct the parties respecting their affiliation agreement to provide quality learning experiences for students in the following program area or school of study of the INSTITUTION'S

School of Nursing (the "Program"); and
 - (b) to enhance the resources available to the FACILITY for the provision of its services to patients and clients.
- (2) Neither party intends for this Agreement to alter in anyway its respective legal rights or its legal obligations to the other, to the INSTITUTION'S students and faculty assigned to the FACILITY, or to any third party.

B. GENERAL UNDERSTANDING.

- (1) The INSTITUTION and FACILITY will mutually agree upon the content of the courses of instruction to be provided in the Program during the applicable time periods of the Program. The parties will agree upon the starting and ending dates for each at least one month before each Program commences.
- (2) The parties will determine by written agreement, which may be altered at any time by mutual written agreement, the number of students designated for participation in the Program. All student participants must be mutually acceptable to both parties and either party may withdraw any student from the Program based upon the INSTITUTION'S or FACILITY'S perception of student incompetence to continue in the Program, the student's failure to comply with the rules and policies of the FACILITY or the INSTITUTION, or for any other reason wherein either party reasonably believes that it is not in the best interest of the Program for the student to continue.
- (3) Neither party will discriminate on the basis of race, color, national origin, religion, creed, sex, age, disability, handicap or veterans status in either the selection of the students for participation in the Program, or as to any aspect of the Program; provided, however, that with respect to disability or handicap, the disability or handicap must not be such as would, even with reasonable accommodation, in and of itself, preclude the student's

effective participation in the Program.

C. FACILITY'S RESPONSIBILITIES.

(1) The FACILITY will retain responsibility for the care and treatment of its patients and clients and will maintain administrative and professional supervision of students insofar as their presence and Program assignments affect the operation of the FACILITY and its care, direct and indirect, of its patients and clients.

(2) The FACILITY will provide adequate facilities for participating students in accordance with the Program's objective developed through cooperative planning with the INSTITUTION's 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 the Program.

(4) The FACILITY will, upon request, assist the INSTITUTION in the evaluation of the learning and performance of participating students.

(5) The FACILITY will provide orientation for both INSTITUTION faculty and participating students regarding the facilities, philosophies, rules, regulations, policies and procedures of the FACILITY.

(6) All medical or nursing care (emergency or otherwise) that a student or faculty member receives at the FACILITY will be at the expense of the individual being treated; the FACILITY is not, under any circumstances, responsible for any student or faculty member's costs associated with such health care or health insurance.

(7) The FACILITY, its trustees, officers, employees, and agents do not assume liability for any injury, in any manner, and to any extent, that a faculty member or student may receive during his/her experiences at the FACILITY.

(8) The FACILITY, its trustees, officers, employees, and agents do not assume liability for any death, injury or damage resulting from the acts of omissions of any faculty member or student during his/her presence at the FACILITY.

D. 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 experimental phase of their overall education and are competent for the duties to be assigned to them. The INSTITUTION will retain ultimate responsibility for the education of its students. The INSTITUTION represents and warrants that its faculty members who are associated with the Program are competent to participate in the Program.

(2) Prior to the commencement of a Program, or at any time during a Program, the INSTITUTION will, 72 hours after written notification from FACILITY, provide FACILITY with any student's records which will adequately disclose the prior education and related experiences of the student (but only if the student has authorized release of his/her records).

(3) The INSTITUTION will use its best efforts to see that the Program is conducted at the FACILITY in such a manner as to enhance patient care. Only those students who have satisfactorily completed the prerequisite didactic portion of the curriculum will be selected for participation in a Program.

(4) The INSTITUTION will keep evidence of the licenses of all assigned faculty on file with the FACILITY at all times. The INSTITUTION will not assign any faculty member to the FACILITY in connection with the operation of the Program who is not licensed and appropriately competent to do the assigned duties.

(5) The INSTITUTION will inform all its participating students of the FACILITY'S requirement that they must procure and maintain throughout the program professional liability insurance in amounts, form, and by a carrier satisfactory to the FACILITY and the INSTITUTION, and covering their activities at the FACILITY, and to provide evidence of such insurance to the FACILITY prior to participation in any ALE. INSTITUTION 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.). The INSTITUTION will provide Worker's Compensation Insurance coverage for its participating faculty members. However, the University will not provide Worker's Compensation Insurance or other insurance coverage for its students. Such certificate shall provide that the aforementioned coverage cannot be materially altered or canceled without at least thirty (30) days' written notice received by the FACILITY. Failure of INSTITUTION to obtain and maintain such coverage shall be grounds for immediate termination of this Agreement.

(6) The INSTITUTION will encourage student compliance with the FACILITY'S rules, regulations, philosophies, policies, procedures and standards, and will 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 responsibilities, including, but not limited to the following:

(a) to follow the administrative policies, procedures, standards, and practices of the FACILITY, when the student is in the FACILITY, including, but not limited, to, the Ethical and Religious Directives for Catholic Health Care Services promulgated by the National Conference of Catholic Bishops (as revised from time to time).

(b) to maintain the necessary and appropriate uniforms and supplies required when not provided by the FACILITY;

(c) to report to the FACILITY on time and follow all established regulations

when at the FACILITY;

(d) to conform to the standards and practices established by the INSTITUTION when at the FACILITY;

(e) to keep all information pertaining to patients and clients confidential, absent the FACILITY'S written permission for disclosure to a third party;

(f) to complete FACILITY'S medical questionnaire, if requested; and

(g) to complete any training courses which the FACILITY may require, as part of the Program.

(7) To ensure that no participating faculty member or student poses a direct threat to the health or safety of others, the INSTITUTION will do the following.

(a) Inform each participating faculty member and student that, unless exempted by the FACILITY's Department of the Infection Control (or comparable division or unit of the FACILITY), he/she must furnish documentation to FACILITY (to FACILITY's satisfaction) in accordance with items listed in Addendum A, attached hereto, including items listed below.

(i) a history of Chicken Pox;

(ii) Measles-Mumps-Rubella Immunization (MMR); and

(iii) Hepatitis B Immunity.

(b) Inform each participating faculty member or student that the FACILITY requires them to undergo a baseline TB screening, consisting of a two-step tuberculin skin test (TST) or a single blood assay for *M. tuberculosis* (BAMT) to test for infection with *M. tuberculosis* test prior to his/her assignment to the FACILITY, and, at a minimum, every twelve (12) months during his/her assignment to the FACILITY. If the FACILITY requires additional tuberculin skin tests (based upon the FACILITY'S tuberculosis risk assessment for a faculty member or student), such faculty member or student must undergo additional interim tuberculin skin tests as required. In addition, for a participating faculty member or student with a positive skin test, the physician's evaluation of the skin test must include a plan for prophylactic therapy. The participating faculty members and/or students may agree to have such examinations performed at the FACILITY at the participant's expense.

(c) Assist the FACILITY in obtaining proof of said health assessment from the participating faculty members and/or students prior to the commencement of the Program.

(d) Identify for the FACILITY, upon the FACILITY'S request, those faculty members and/or students who do not grant written permission for the release of said health assessment records and information.

The results of these tests must be made available to the FACILITY prior to the commencement of the Program, unless otherwise prohibited by law.

(8) The INSTITUTION will be responsible for the torts of its faculty members acting within the scope of their employment to the extent provided by the Georgia Tort Claims Act, O.C.G.A. §§ 50-21-20, *et seq.*, while performing duties and responsibilities at Facility under this Agreement.

(9) The INSTITUTION shall inform each student that they must abide by the Hospital's policies regarding confidentiality and compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, and all applicable regulations promulgated thereunder (collectively, "HIPAA"). Solely for the purpose of defining the students' role in relation to the use and disclosure of protected health information, participating students are defined as members of Hospital's workforce, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this Agreement. However, such students are not and shall not be considered to be employees of the Hospital.

(10) The clinical instructor from the Institution will be on site at the Facility at all times whenever students are performing or participating in direct patient care as opposed to observational experiences only; provided, however, that this provision will not apply to preceptorship arrangements which are defined as those specific relationships wherein a nursing student is teamed with an experienced staff nurse or manager for the purpose of mentoring or role modeling in management or advanced practice settings.

(11) INSTITUTION hereby certifies that it received a copy of and has read, understood and shall comply with FACILITY's Standards of Conduct ("Code of Conduct") including adherence to FACILITY's Corporate Compliance Program and all applicable training, INSTITUTION agrees to comply and to cause its faculty and students participating in the program to comply with all applicable state and federal laws including all Federal health care program requirements and FACILITY's Standards of Conduct Affirmation Statement, attached hereto and marked as Exhibit A.

(12) INSTITUTION represents that it and its faculty and students participating in the Program are not currently and have not been sanctioned, proposed for exclusion, excluded, debarred, suspended or otherwise ineligible to participate in any federal health care programs or in federal procurement or nonprocurement programs, e.g., Medicare, Medicaid (collectively referred to as "Government Program"; are not the subject of any investigation regarding its participation in any Government Program; and have not been convicted of any crime, including a crime that falls within the ambit of 42 U.S.C. Section 1320a-7(a), 1320a-7(b)(1)-(3) relating to any Government Program (individually

and collectively referred to as "Ineligible Status"). INSTITUTION agrees to use its best efforts to screen its personnel for Ineligible Status and shall notify FACILITY immediately if it becomes aware of an Ineligible Status related to any of its faculty or students participating in the Program. INSTITUTION agrees not to employ or contract with any person in connection with the work to be performed under this Agreement who has an Ineligible Status. This Agreement and all obligation of FACILITY to INSTITUTION shall immediately terminate if: (a) INSTITUTION attains an Ineligible Status or (b) any of INSTITUTION's faculty or students participating in the Program attains an Ineligible Status and Institution fails to immediately terminate any such faculty or student, after it becomes aware of the Ineligible Status.

INSTITUTION certifies that neither it nor its faculty or students participating in the Program has, at any time, been debarred or threatened to be debarred, indicted or convicted of a crime, or otherwise engaged in conduct for which a person can be debarred, indicted or convicted of a crime, or otherwise engaged in conduct for which a person can be debarred under 21 U.S.C. 335a. Institution agrees (i) to use its best efforts to screen its faculty and students participating in the Program for excluded status and shall notify FACILITY immediately in the event of such debarment, conviction, threat or indictment; and (ii) not to employ or contract with any person in connection with the work to be performed under this Agreement who has been debarred or convicted of a crime for which a person can be debarred. This Agreement and all obligations of FACILITY to INSTITUTION shall immediately terminate, at the discretion of SJMCS, if INSTITUTION or its faculty or students participating in the Program are debarred, threatened to be debarred, indicted or convicted as described above.

E. MUTUAL RESPONSIBILITIES.

(1) Personnel of the FACILITY and the INSTITUTION designated to supervise the Program will meet at such times as will be agreed upon by such personnel, which will be no less than once per year, for the purpose of conducting an ongoing evaluation of the Program and participants. The INSTITUTION will request that all participants in the Program evaluate their experiences in the Program and will provide the FACILITY with full information concerning such evaluations, unless otherwise prohibited by law.

(2) Unless sooner canceled as provided below, the term of this Educational Affiliation Agreement commences on January 1, 2015 and ends on December 31, 2018.

(3) This Educational Affiliation Agreement may be renewed by the mutual written consent of the parties. It may also be canceled at any time by either party, with or without cause, upon not less than ninety (90) days' written notice. Such notice and any other notice required by this Affiliation Agreement must be delivered by hand or sent by certified mail, postage prepaid, return receipt requested, to the representative designated below (and any successor named in a written notice to the other party) for the FACILITY or INSTITUTION, whichever is applicable, at the address designated below.

If to FACILITY: Mercy Care, Inc.

424 Decatur Street, SE
Atlanta, Georgia 30312
ATTN: Dr. Mae T. Morgan, MD, MPH

With a copy to: Saint Joseph's Health System, Inc.
424 Decatur Street, SE
Atlanta, Georgia 30312
ATTN: Legal Counsel

If to INSTITUTION: Paulester Jefferson
Georgia State University
Brydine F. Lewis School of Nursing and Health Professions
P.O. Box 3995
Atlanta, GA 30322-3995
404-413-1085 (phone)
Email: pjefferson@gsu.edu

With a copy to: Office of Legal Affairs
Georgia State University
P.O. Box 3987
Atlanta, GA 30322-3987
404-413-0500 (phone)
Email: affiliations@gsu.edu

- (4) The interpretation and enforcement of this Educational Affiliation Agreement will be governed by the laws of the State of Georgia.
- (5) The invalidity of any provision of this Educational Affiliation Agreement will not affect the validity of any other provision.
- (6) The FACILITY'S or INSTITUTION's waiver of a breach of this Educational Affiliation Agreement will not operate as a waiver of any subsequent breach. No delay in action with regard to any breach of this Educational Affiliation Agreement will be construed to be a waiver of the breach.
- (7) Neither party will assign this Educational Affiliation Agreement to another party without the prior written consent of the other. This Educational Affiliation Agreement will work to the benefit of; and be binding upon, the parties hereto and, to the extent the parties consent to an assignment of this Educational and Affiliation Agreement, their respective successors and assigns.
- (8) The covenants of paragraphs C.(7), C.(8), D.(4), D.(5), D.(6)(e), D.(8) and D.(9) above will survive the citation of this Educational and Affiliation Agreement.
- (9) This Educational Affiliate Agreement contains the entire understanding of the parties, and the parties may modify this Educational only by a written document, which

both parties sign.

SIGNED, SEALED, AND DELIVERED, THE DATE WRITTEN ABOVE.

Facility: **Mercy Care, Inc.**



Alan Bradford, V.P. Operations/COO

1/16/15
Date

Institution: **Board of Regents of the University System of Georgia**
By and on behalf of Georgia State University



Dr. Risa Palm
Senior Vice President
Academic Affairs and Provost

2-19-15
Date

**ADDENDUM A
TO
AFFILIATION AGREEMENT**

1. Criminal background check, including:
 - * National & Statewide Sex Offender Registry Check
 - * National Social Security Search
 - * OFAC Watch List Search
 - * OIG Exclusions List Search
 - * GSA Procurement Exclusion Search
 - * Patriot Act Search
2. Drug Screen: 10 panel, including alcohol (within 48 hours of starting rotation)
3. Proof of active CPR certification
4. Proof of HIPAA competency (w/i last 12 months)
5. Proof of OSHA Bloodborne Pathogen competency (annually)
6. Physical Exam (within the past 12 months)
7. Evidence of Immunity or evidence of vaccination
 - a) Hepatitis B Series (verification or proof of immunity)
 - b) MMR (or proof of immunity)
 - c) Varicella (verification or proof of immunity)
 - d) Tetanus (within past 10 years); proof of at least one (1) TdaP
8. Flu Vaccine (seasonal, required annually)
9. Proof of Tuberculin Skin Testing: Initial - two-step or 2 previous TST results
10. Proof of Tuberculin Skin Testing: Annual TST results
11. Professional Liability and General Insurance (annually)