

January 21, 2020

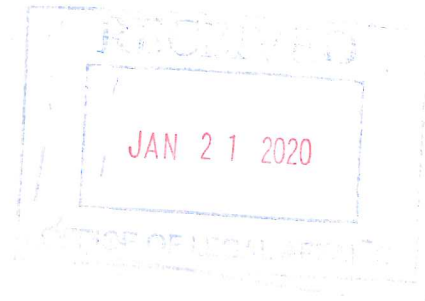
Byrdine F. Lewis College of Nursing and Health Professions
Georgia State University

(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**
- Affiliation Agreement Renewal Letter



With **Positive Balance Wellness Center**
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.

1/21/2020
Date

Kelli Nowvskie
Kelli Nowvskie, Dean's Office Administrator

1/21/2020
Date

Anthony Roberts
Anthony Roberts, College Administrative Office

We concur in the above recommendation:

1/21
Date

Kasha Ward
Legal Affairs

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

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Email: knowvskie@gsu.edu

MEMORANDUM OF UNDERSTANDING CONCERNING
AFFILIATION OF STUDENTS FOR TRAINING

This is a Memorandum of Understanding ("MOU") on the part of Positive Balance Wellness Center as "Facility", and the Board of Regents of the University System of Georgia by and on behalf of Georgia State University, hereinafter referred to as "University."

A. PURPOSE:

(1) 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 applied learning experiences for University students while at the same time enhancing the resources available to the Facility for the provision of education.

(2) 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.

B. GENERAL UNDERSTANDING:

(1) The courses of instruction to be provided (the "Applied Learning Experience" or "ALE") will be of such content, and cover such periods of time as may from time to time be mutually agreed upon by the University and the Facility. The starting and ending date for each ALE shall be agreed upon at least one month before the program commences.

(2) The number of students designated for participation in an ALE 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 or the University, or, for any other reason where either party reasonably believes that it is not in the best interest of the ALE for the student to continue.

(3) There shall be no discrimination on the basis of race, national origin, religion, color, sex, age or disability in either the selection of students for participation in the program, 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, in and of itself, preclude the student's effective participation in the ALE.

(4) Either party may use the name of the other party in any publication or publicity that reports or describes the ALE as it is set forth in this Agreement for the term of this Agreement. Any other publicity by a party using the other party's name, or the name of any employee or member of the professional staff to the other party, shall require prior written authorization of the other party or individual respectively.

(8) Facility agrees to inform the University and its students of the specifics of Facility's requirements with regard to background check and drug screening procedures prior to commencement of their ALE.

(9) Facility and University acknowledge that protection of participants in the ALE from exposure to bloodborne pathogens is the joint concern of Facility, University and the participant. Facility will make available to participants for use within the Facility all personal protective equipment, including gloves, gowns, masks, and other supplies necessary to comply with Centers for Disease Control guidelines, as appropriate to the participant's ALE. If the ALE involves exposure to bloodborne pathogens, Facility shall provide participants with education regarding bloodborne pathogens appropriate to the participant's educational training at Facility, and, shall maintain documentation of such education. University shall, to the extent allowed by law or regulation, offer to participants at substantial risk of directly contacting body fluids, antibody and or antigen testing and vaccination in accordance with requirements of the Occupational Health and Safety Administration and Centers for Disease Control. Facility will use its best efforts to appropriately test the source patient and to obtain that patient's consent to disclosure of test results to the University and participant.

D. UNIVERSITY RESPONSIBILITIES:

(1) The University will use its best efforts to see that students selected for participation in the ALE are prepared for effective participation in the training phase of their overall education. The University will retain ultimate responsibility for the education of its students.

(2) Prior to the commencement of an ALE, the University 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 University will use its best efforts to see that the ALEs at the Facility are conducted in such a manner as to enhance Facility client care. Only those students who have satisfactorily completed the prerequisite didactic portion of their curriculum will be selected for participation in an ALE.

(4) The University 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 keep evidence of the licensure or certification of all assigned faculty on file with the Facility at all times.

(5) The University will inform all its participating students of the Facility's requirement that they must procure and maintain throughout the ALE professional liability insurance in amounts, form, and by a carrier satisfactory to the Facility and the University, and covering their activities at the Facility, and to provide evidence of such insurance to the Facility prior to participation in any ALE. University faculty members will be provided professional

(8) The University 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.

E. MUTUAL RESPONSIBILITIES:

(1) The parties shall provide for the evaluation of students participating in the ALE. While it is understood that the Facility will be responsible for participation in the clinical evaluation of students, final responsibility and authority for a student's written evaluation and grading shall remain the exclusive responsibility of the University.

(2) The parties will work together to maintain an environment of quality learning experiences and quality client care. At the instance of either party a meeting or conference will be promptly held between University and Facility representatives to resolve any problems or develop any improvements in the operation of the contemplated ALEs.

(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 on interest for any party or person other than the Facility and the University; without limiting the generality of the foregoing, no rights are intended to be created for any client of Facility; parent or guardian of any student; spouse, next of kin, employer or prospective employer of any student.

(4) No student or University faculty, while participating in the ALE, shall be deemed an employee of the Facility. No student or faculty will be covered under the Facility's Workers' Compensation, or health, or professional liability insurance policies. The University and the Facility are independent contractors under the Agreement. Neither party is an agent, employee or servant of the other. University and the Facility acknowledge and agree that student participants in the program are not employees of the Board of Regents of the University System of Georgia, University 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 in no way hold themselves out as employees of the Board of Regents of the University System of Georgia, the University or the Facility.


(5) Unless sooner canceled as provided below, the term of this MOU shall be three years, commencing on **August 1, 2019 and ending on July 31, 2022**. This working relationship and affiliation may be renewed by mutual written consent of the parties. This MOU may be amended at any time by mutual written agreement of the parties. It may also be canceled at any time by either party upon not less than ninety (90) days written notice in advance of the next ALE.

(6) This MOU shall be governed by, construed and applied in accordance with the laws of the state of Georgia.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures on the date written below.

BOARD OF REGENTS OF THE
UNIVERSITY SYSTEM OF GEORGIA
BY AND ON BEHALF OF
GEORGIA STATE UNIVERSITY

Positive Balance Wellness Center
Atlanta, GA



By: Wendy F. Hensel
Wendy F. Hensel
Senior Vice President for Academic
Affairs and Provost

Date: 30 January, 2020

By: Angela P. Shannon, MD
(signature)

Print name: Angela P. Shannon, MD

Title: Founding Psychiatrist

Date: 10.1.19