

February 13, 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 **Encore Rehabilitation Services, LLC d/b/a Eastcastle Place**
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.

2/13/2020
Date


Kelli Nowviskie, Dean's Office Administrator

2/13/2020
Date


Anthony Roberts, College Administrative Office

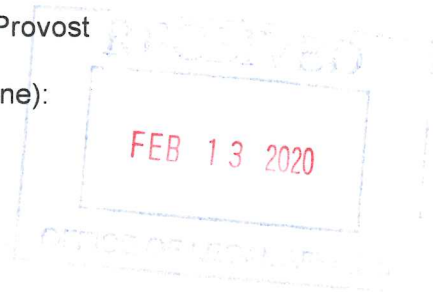
We concur in the above recommendation:

2/14
Date


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



STUDENT CLINICAL AFFILIATION AGREEMENT

This Student Clinical Affiliation Agreement (this “Agreement”), made on this 22nd day of January, 2020, is by and between **Encore Rehabilitation Services, LLC** whose address is 33533 W. 12 Mile Road, Suite 290, Farmington Hills, MI 48331 (“Encore”) and Georgia State University, whose address is P.O. Box 3995, Atlanta, GA 30302-3995 (the “School”). Encore and School may be referred to herein singly as a “Party” or collectively as the “Parties.”

RECITALS

- Encore is a national contract therapy provider company that provides therapy services on behalf of its Customers at its Customers’ locations (hereinafter, “Customer” or “Customers”).
- The School administers educational curricula for various health occupations and seeks to provide, as part of this curricula, supervised clinical experiences for the School’s Students.
- Encore and School desire to provide high quality clinical learning experiences (the “Clinical Rotation”) for School’s Students at clinical locations (the “Clinical Site”), while enhancing the resources available to Encore for the provision of care to its clients and patients in actual patient-centered treatment situations in a health care setting.
- Encore will make available to School for such Clinical Rotations, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the foregoing recitals, which by this reference are hereby made a part of this Agreement, and of the mutual covenants, promises, agreements, obligations, and conditions contained in this Agreement, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. TERM

- 1.1. Commencement Date. This Agreement will commence on 01/22/2020 (the “Commencement Date”).
- 1.2. Term Period. This Agreement will, from the Commencement Date, continue for a period of one (1) year (the “Initial Term”). At the end of the Initial Term or any subsequent renewal term, this Agreement will automatically renew for an additional one (1) year term (the “Renewal Term”), unless either Party has provided the other with thirty (30) days’ prior written notice of its desire to terminate this Agreement.

2. TERMINATION RIGHTS

- 2.1. With or Without Cause. Either Party may terminate this Agreement at any time, with or without cause, upon thirty (30) days’ prior written notice to the other Party.

- 2.2. Clinical Experience Upon Termination. In the event that this Agreement terminates when a Student is currently enrolled in a Clinical Rotation, the Student will be permitted to complete the Clinical Rotation according to the mutually agreed upon terms and conditions of that Student's placement in the Clinical Rotation.

3. **RESPONSIBILITIES OF SCHOOL AND STUDENTS**

- 3.1. The Program. School shall develop, implement, and operate the clinical learning experience component of the Degree Programs at Encore in a form and format acceptable to Encore (the "Program"). School shall coordinate with Encore in developing the details of the Program including, but not limited to, course and program outlines and objectives, dates of clinical rotations, and the number of Students on assignment in accordance with the School calendar. School will designate a member of School faculty to coordinate the Program with Encore. In respect to the Program, School will:
- 3.1.1. Orientate Students to the Program. School shall provide an orientation and make available ongoing education to Encore which will include, but not limited to: curriculum and teaching objectives, grading and assessment system, resources for Encore's Clinical Educators, and Encore's Clinical Educator development. School will make available to all Clinical Educators the applicable Student Handbook Supplement;
 - 3.1.2. Provide appropriate academic and practical instruction to Students prior to a Student's Clinical Rotation;
 - 3.1.3. Coordinate the Student's Clinical Rotation with Encore's Clinical Fieldwork Coordinator (defined below) and Clinical Instructor (defined below);
 - 3.1.4. Inform the Student of their obligation to comply with the policies and procedures of Encore during the Student's Clinical Rotation;
 - 3.1.5. Communicate with the Encore Clinical Instructor and Clinical Fieldwork Coordinator concerning the Student's Clinical Rotation, performance, attendance, and other pertinent matters;
 - 3.1.6. Award final grades, evaluations, and credits to a Student for Clinical Rotations; and
 - 3.1.7. Participate in Encore's quality assurance program, as requested.
- 3.2. School Faculty. School shall retain ultimate responsibility for the appointment of faculty from School to support the Program. All participating Students, onsite for a Clinical Rotation, will be accountable to Encore's Clinical Instructor and Clinical Fieldwork Coordinator.

- 3.3. Student Professional Liability Insurance. School shall provide documentation that Students have and maintain professional liability coverage in the amount of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate written by carriers satisfactory to Encore and School respectively. School shall furnish a certificate of insurance to Encore upon written request.
- 3.4. School Professional Liability Insurance. School shall provide documentation that the School and School Faculty have and maintain professional liability coverage in the amount of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate written by carriers satisfactory to Encore and School respectively. School shall furnish a certificate of insurance to Encore upon written request.
- 3.5. Names of Students. School shall supply the name of each Student enrolled for a Clinical Rotation at least four (4) weeks before the beginning date of the Clinical Rotation.
- 3.6. Dress Code. Encore shall inform Students as to the dress code and use of ID badges used at the Clinical Site. The Student must adhere to the established dress code. Unless otherwise required by Encore, School shall provide an ID badge with the School logo that identifies the Student as a "Student."
- 3.7. Student Adherence to Policies and Laws. School will require Students to follow the rules, regulations, policies, and procedures of Encore and Customer at the Clinical Site as well as what is contained in the Student Handbook Supplement while at the Clinical Site as well as all Federal and State regulations.
- 3.8. Records. School shall ensure each Student completes, in a timely manner, and saves in Encore's systems, as directed by Encore, accurate records of all services provided by the Student to Encore's patients ("Records"). All Records are and will remain the property of Encore, subject to the rights of patients with respect to such Records and to the terms of applicable law.
- 3.9. Experience Documentation Requirements. Prior to the Clinical Rotation, Encore requires, from either School or Student, the below documentation. School shall inform the Student that it is the Student's responsibility to make timely arrangements for the background check, fingerprinting, where required, and Step 2 TB test. School shall inform the Student that it is the Student's responsibility to pay all associated costs for the background check, fingerprinting, and Step 2 TB test. The Student may provide any or all of the below required items directly to Encore. School is not required to act as an intermediary for these items.
 - 3.9.1. A copy of the Student's valid driver's license or appropriate photo identification;

- 3.9.2. A state-appropriate criminal background check, including components required by Encore, processed within the prior twelve (12) months;
- 3.9.3. The Student must pass a check of The Office of the Inspector General's (OIG) List of Excluded Individuals/Entities (LEIE) to be eligible for clinical participation;
- 3.9.4. Appropriate fingerprinting (must be coded for the elderly unless known pediatric rotation) for the Student in a state with that requirement;
- 3.9.5. The results of current Step 2 TB test for the Student within the prior twelve (12) months and results must remain active through the timeframe of the clinical rotation; and
- 3.9.6. The Student must review, sign, and submit the following Encore forms: HIPAA Acknowledgement, Resident Bill of Rights, and Confidentiality Statement. These forms will be provided to the Student to review and sign. Encore will only accept scanned, faxed, or hand delivered versions of these forms.

Encore retains the right to evaluate the results of all background checks and medical tests to determine if it is appropriate for the Student to participate at the Clinical Site. All requirements listed above must be completed before the start of the Clinical Rotation. If Encore assists a Student in completing the Student's background check and/or fingerprinting and Encore incurs an expense, the Student and/or School shall reimburse Encore for these expenses prior to the start of the Student's Clinical Rotation.

- 3.10. Drug Testing by Customer. Encore does not require drug testing prior to the Clinical Rotation. An Encore Customer may require drug testing as part of that Customer's corporate policies to work at the Clinical Site. If drug testing is required by the Encore's Customer prior to the Clinical Rotation, Encore shall inform School of this requirement, and the Student must pass the drug test to be eligible for the Clinical Rotation.
- 3.11. Performance. School and Students shall perform its and their duties and services hereunder in accordance with all relevant local, state, and federal laws and shall comply with the standards and guidelines of all applicable accrediting bodies and the bylaws, rules, and regulations of Encore and any non-conflicting rules and regulations of School as may be in effect from time to time. Neither School nor any Student shall interfere with or adversely affect the operation of Encore, Customers, or the performance of services.
- 3.12. Access to resources. School shall provide Students access to appropriate resources for the Students' education.
- 3.13. Reporting Requirement. In the event a professional concern arises, at the Clinical Site, via witness or report by a Student and/or School Faculty, Encore's Clinical

Fieldwork Coordinator must be informed via email and/or phone call by School the day of occurrence in order to adhere to the requisite state guidelines for investigation and appropriate reporting according to internal and external protocols.

- 3.14. Damage to Equipment. School shall reimburse Encore for any loss, damage, or breakage of any equipment by Students or School faculty in whose circumstances where Encore personnel would be held responsible for such loss, damage, or breakage.

4. **RESPONSIBILITIES OF ENCORE**

- 4.1. Cooperation. Encore shall make access reasonably available to Students and reasonably cooperate with the School's orientation of all Student to the Clinical Site. Encore shall provide Students with access to appropriate Clinical Rotation-related resources for the Program. Encore will provide reasonable opportunities for Students to observe and assist in various aspects of patient care to the extent permitted by applicable law and without disruption of patient care or Encore operations. Encore will, at all times, retain ultimate control of the Clinical Site and responsibility for patient care and quality standards.
- 4.2. Evaluations. Upon the request of School, Encore shall assist in the evaluation of each Student's performance in the Clinical Rotation. Any such evaluations shall be returned to the School in a timely manner. School shall, at all times, remain solely responsible for the evaluation and education of Students.
- 4.3. Orientation - MyEverlearn. Encore shall provide Students the required training in the proper use of electronic medical records or paper charts, as applicable. Students will be granted access to Encore's MyEverlearn, a web-based training portal, for instructional training on Encore's policies and procedures on the first day of the Student's Clinical Rotation prior to patient care. The instructional training shall include, but not be limited to, HIPAA Manual Review, Resident Abuse and Neglect, Fire Safety in the Workplace, Hand Hygiene, Corporate Compliance, CMS Medicare Part C and D Fraud, Waste and Abuse Training, OSHA Hazard Communication, Accident Prevention, Resident Rights, Alzheimer's Disease, OSHA Bloodborne Pathogens, Disaster Preparedness, and Cultural Awareness and Client Centered Care.
- 4.4. Customer Orientation. If an Encore Customer requires that a Student receive Customer specific orientation prior to the start of the Clinical Rotation, Encore and Customer shall provide Students the required training on the first date of the Student's Clinical Rotation prior to patient care.
- 4.5. Safety. Encore shall ensure that Encore complies with applicable state and federal workplace safety laws and regulations.

- 4.6. FERPA. To the extent Encore generates or maintains educational records for Students that are subject to the Family Educational Rights and Privacy Act (“FERPA”), Encore shall comply with applicable FERPA requirements.
- 4.7. Professional Liability Insurance. Upon reasonable request, Encore shall provide proof to School that Encore maintains liability insurance coverage in the amount of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate.
- 4.8. Claims Regarding Students. Encore shall provide written notification to School if a claim arises involving a Student. Both Encore and School shall share such information in a manner that protects such disclosures from discovery to the extent possible under applicable federal and state peer review and joint defense laws.
- 4.9. Observer Status. Encore shall resolve any situation in favor of its patients' welfare and may restrict a Student to the role of observer when necessary at Encore's sole discretion.
- 4.10. Computer Access. Encore shall provide Students with computer access and access to Electronic Medical Records System(s), if necessary.
- 4.11. Secured Storage. Encore shall provide secure storage space for Students' personal items when at the Clinical Site, when available.
- 4.12. Supervision. Encore shall provide qualified and competent staff members in adequate number for the instruction and supervision of Students at the Clinical Site (the “Clinical Instructor”).
- 4.13. Control of Treatment. Encore shall retain full authority and responsibility for patient care and quality standards and shall maintain a level of care that meets generally accepted standards conducive to satisfactory instruction. While at the Clinical Site, Students will have the status of “Trainee,” are not to replace Encore staff, and are not to render unsupervised patient care or services. All services rendered by Students must have educational value and meet the goals of the Program. Encore shall provide such supervision of the educational and clinical activities as is reasonable and appropriate to the circumstances and to the Student's level of training.
- 4.14. Alternate Placement Locations. If a business relationship is terminated between Encore and its Customer where a Student is on a Clinical Rotation, Encore's Clinical Fieldwork Coordinator shall work with School and School's faculty to find an appropriate alternative Clinical Site upon availability.

5. MUTUAL RESPONSIBILITIES

- 5.1. Interview. If requested by Encore, Customer, School, or Student, the Parties shall participate in an interview with the Student prior to the start of the Student's Clinical Rotation.

- 5.2. Representatives. Each Party shall identify to the other Party a Program Representative on or before the execution of this Agreement. Encore's Program Representative is Encore's Clinical Fieldwork Coordinator whose contact information is contained on the attached and incorporated Face Sheet. Each Party will maintain a Program Representative and will promptly appoint a replacement Program Representative if necessary to comply with this Agreement. Each Party will ensure that its Program Representative is reasonably available to the other Party's Program Representative.
- 5.3. Meetings. At the request of either Party, a meeting or conference will promptly be held between the Parties' respective Program Representatives to resolve any issues in the operation of the Program or a particular Student's Clinical Rotation.
- 5.4. No Compensation. School shall inform Students that Students are "Trainees" in the Clinical Rotation and have no expectation of receiving compensation or future employment from Encore or School. Students shall not replace Encore staff and are not to render unsupervised patient care or services. Clinical Instructors may not receive compensation for being an instructor.
- 5.5. Learning Environment. Both Encore and School shall create and maintain an appropriate learning environment for the Students.
- 5.6. Travel. No expense of School or of a Student will be paid or reimbursed by Encore. At no time will a Student travel with an employee of Encore.
- 5.7. Participation Warranty. The Parties represent that neither they nor any of their personnel that they provide under this Agreement, either directly or indirectly or through subcontractors, have been suspended, excluded from participation in or penalized by Medicaid, Medicare, or any other state or federal reimbursement program. The representation set forth above is an ongoing representation for the duration of this Agreement. The Party shall immediately notify the other Party in writing of any change in status of the representation and warranty set forth in this section.

6. WITHDRAWAL OF PARTICIPATING STUDENTS

- 6.1. Withdrawal. Encore may immediately remove a Student from the Clinical Site when, at Encore's sole discretion, the Student's clinical performance is unsatisfactory or the Student's behavior is disruptive or detrimental to Encore's operations and/or Encore's patients. In such event, School will immediately remove the Student from the Clinical Rotation and Clinical Site. It is understood that only the School can dismiss the Student from the Program.

7. INDEPENDENT CONTRACTORS

- 7.1. Independent Contractors. The Parties acknowledge that they are independent contractors, and neither School nor any of its agents, representatives, Students, or

employees shall be considered agents, representatives, or employees of Encore. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the Parties. School shall be liable for its own debts, obligations, acts, and omissions, including the payment of all required withholding, Social Security, and other taxes or benefits. No Student shall look to the Facility for any wages, salary, insurance, or other employee benefits.

8. **NON-DISCRIMINATION**

8.1. **Non-Discrimination.** The Parties shall comply with the provisions of Title VII of the Civil Rights Act of 1964, Sections 503 and 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, and all requirements imposed pursuant thereto, to the end that no person shall on the grounds of race, color, sex, religion, national origin, disability or age, be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination in the provision of any care or services.

9. **INDEMNIFICATION**

9.1. **Indemnification.** Subject to applicable state law, neither Party to this Agreement shall be legally liable for the consequences, whether bodily injury or property damage, occasioned by an act, omission, or neglect chargeable to the other Party.

10. **CONFIDENTIALITY**

10.1. **Confidentiality.** School and Students shall keep strictly confidential, and hold in trust, all confidential information of Encore, the Customer, and its patients and shall not disclose or reveal any confidential information to any third party without the express prior written consent of Encore.

11. **NOTICE**

11.1. **Notices.** All notices hereunder by either Party to the other shall be in writing, (i) delivered personally, (ii) by certified or registered mail, return receipt requested, (iii) by overnight courier, or (iv) by email and shall be deemed to have been duly given when delivered personally, sent via email, or when deposited in the United States mail, postage prepaid, addressed as follows:

Encore:
Encore Rehabilitation Services, LLC.
33533 W. 12 Mile Road, Suite 290
Farmington Hills, MI 48331
Attn: Clinical Fieldwork Coordinator
Email: laura.sostre@encorerehabilitation.com

School:
Georgia State University
P.O. Box 3995
Atlanta GA 30302-3995
Attn: Kelli Nowviskie
Email: knowviskie@gsu.edu

or to such other person or place as either Party may designate by written notice to the other Party.

12. HIPAA

- 12.1. HIPAA. School and Encore shall comply with the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH Act"), the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC § 1320d through d-8 ("HIPAA") and any current and future regulations promulgated under either the HITECH Act or HIPAA. School and Students shall not use or disclose any Protected Health Information (as defined in 45 C.F.R. § 164.501) or Individually Identifiable Health Information (as defined in 42 USC § 1320d), other than as permitted by HIPAA requirements and the terms of this Agreement. School will and will cause Students to enter into any further agreements as necessary to facilitate compliance with HIPAA requirements.

13. MISCELLANEOUS

- 13.1. Binding Agreement. The terms, covenants, conditions, provisions, and agreements contained in this Agreement shall be binding upon, and inure to the benefit of, the Parties, and their permitted successors and permitted assigns.
- 13.2. Survival of Representations and Warranties. All representations and warranties made by each Party in this Agreement and all covenants and obligations of each Party which are to be performed after the termination of this Agreement shall survive the termination of this Agreement.
- 13.3. Entire Agreement. This Agreement, together with its attachments, contains the entire agreement between the Parties with respect to the subject matter of this Agreement and no prior oral or written representations or agreements between the Parties shall be of any force and effect. Any additions, amendments, or modifications to this Agreement shall be of no force and effect unless in writing and signed by both Parties. If any provision of this Agreement is held to be invalid or unenforceable, such invalid or unenforceable provision shall not affect the validity or enforceability of the remaining provisions.
- 13.4. Intentionally Omitted.
- 13.5. No Waiver. Any failure of a Party to enforce that Party's rights under any provision of this Agreement shall not be construed or act as a waiver of said Party's subsequent right to enforce any of the provisions contained herein.
- 13.6. Assignment. This Agreement shall not be assigned without the express written consent of the non-assigning Party.
- 13.7. Captions. Captions provided herein are for convenience only and are not to serve as a basis for interpretation or construction of this Agreement.
- 13.8. Counterparts. This Agreement may be executed by facsimile and in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

In Witness Whereof, the Parties have executed this Agreement the day of year first above mentioned.

Encore Rehabilitation Services, LLC

John Rubino

Authorized Signature

John Rubino

Printed Name

Vice President of Recruiting

Title

Georgia State University

Wendy Hensel

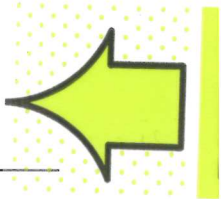
Authorized Signature

Wendy Hensel

Printed Name

Provost and SVP for
Academic Affairs

Title



**ENCORE REHABILITATION SERVICES, LLC (“Encore”)
STUDENT AFFILIATION AGREEMENT
FACE SHEET**

Commencement Date:	<u>01/22/2020</u>
Encore's Legal Name:	<u>Encore Rehabilitation Services, LLC</u>
Encore's Address:	<u>33533 W. 12 Mile Road, Suite 290</u>
City, State, Zip Code:	<u>Farmington Hills, MI 48331</u>
School's Legal Name:	<u>Georgia State University</u>
School's Address:	<u>P.O. Box 3995</u>
City, State, Zip Code:	<u>Atlanta GA 30302-3995</u>
Program of Study/Studies:	<u>Registered Occupational Therapy</u>
Term of Agreement:	<u>1 Year</u>
Expiration Date:	<u>Auto Renewal</u>

CLINICAL PROGRAM REPRESENTATIVES

Encore Rehabilitation Services, LLC:	School:
Laura Sostre, OTR, MPH Clinical Fieldwork Coordinator 33533 W. 12 Mile Road, Suite 290 Farmington Hills, MI 48331 724-925-8505 ext. 116 laura.sostre@encorerehabilitation.com	Dr. Shana Finks Academic Fieldwork Coordinator 140 Decatur Street Suite 1242 404-413-1262 sfinks@gsu.edu

RESPONSIBILITY FOR CERTAIN CHECKS AND TESTING:

Encore requires, from either School or Student, the following documentation prior to the beginning of the Student's Clinical Rotation:

1. A copy of the Student's valid driver's license or appropriate photo identification;
2. A state-appropriate criminal background check, including components required by Encore, processed within the prior twelve (12) months;
3. The Student must pass a check of The Office of the Inspector General's (OIG) List of Excluded Individuals/Entities (LEIE) to be eligible for the Clinical Rotation;
4. Appropriate fingerprinting (must be coded for the elderly unless known pediatric site) for the Student in a state with that requirement;
5. The results of current Step 2 TB test for the Student within the prior twelve (12) months and results must remain active though the timeframe of the clinical rotation; and
6. The Student must review, sign, and submit the following Encore forms: HIPAA Acknowledgement, Resident Bill of Rights, and Confidentiality Statement. These forms will be provided to the Student to review and sign.

The attached Face Sheet is incorporated into this Student Clinical Affiliation Agreement.

Signatures

For: Encore Rehabilitation Services, LLC
Name: John Rubino
Title: Vice President of Recruiting



Signed on 2020-02-13 02:05:26 GMT

Signature: 2105260205260526
SignatureID: 2105260205260526
Signature: 2105260205260526
IP Address: 71.59.11.117
Email: johnrubino@encorehealth.com