

September 5, 2019

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

(404) 413-1100
(404) 413-1090 fax

MEMORANDUM TO: Wendy F. Hensel
Interim 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 Prime Healthcare Foundation - Southern Regional, LLC., dba Southern Regional Medical 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.

9/5/2019
Date


Kelli Nowviskie, Dean's Office Administrator

9/5/2019
Date


Anthony Roberts, College Administrative Office

We concur in the above recommendation:

9/9/2019
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

AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT (this “Agreement”) is made on August 1, 2019 by and between **The Board of Regents of the University System of Georgia by and on behalf of Georgia State University** with its principal administrative office located at 33 Gilmer Street SE, Atlanta, GA 30303 (hereinafter referred to as “the COLLEGE”) and **Prime Healthcare Foundation – Southern Regional, LLC., dba Southern Regional Medical Center** (hereinafter referred to as “the AGENCY”).

WITNESSETH

WHEREAS, the COLLEGE offers instruction in Nursing, Physical Therapy, Occupational Therapy, Health Informatics, Nutrition and Respiratory Therapy.

WHEREAS, the COLLEGE requires facilities where students can obtain the clinical and non-clinical learning experience required in the curriculum; and

WHEREAS, the AGENCY can provide opportunities for clinical instruction and experience in clinical a clinical setting;

NOW THEREFORE, in consideration of the foregoing and of the mutual promises set forth herein, the COLLEGE and the AGENCY agree as follows.

1. RESPONSIBILITIES OF THE AGENCY

1.1 The AGENCY will provide suitable clinical experience situations as prescribed by the COLLEGE curriculum and objectives to be provided by the COLLEGE under paragraph 2.4 below. It is understood that in no case shall students in learning situations replace regular staff.

1.2 The AGENCY will designate appropriate personnel to coordinate the students' clinical learning experience with the program. This will involve planning between responsible COLLEGE faculty and designated AGENCY personnel for the assignment of students to specific clinical cases and experiences, including selected conferences, clinics, courses and programs conducted under the aegis of the AGENCY. If required for a Student depending on the Program, a suitably experienced and qualified licensed professional employee of AGENCY will be appointed as a preceptor to the Student at the Facility (“**Preceptor**”). The AGENCY will identify potential Preceptors, who will be subject to the approval of the COLLEGE and any applicable governmental or accrediting body. The Preceptor will work closely with the COLLEGE, which will be responsible for coordinating Student placements.

1.3 The AGENCY will permit, on reasonable request, the inspection of

clinical and related facilities by agencies charged with responsibility for accreditation of the COLLEGE.

14 The AGENCY will recommend to the COLLEGE the withdrawal of a COLLEGE student if: (a) the achievement, progress, adjustment or health of the student does not warrant a continuation at the AGENCY, or (b) the behavior of the student fails to conform to the applicable regulations of the AGENCY. The AGENCY will assist COLLEGE, if necessary, in implementing this recommendation.

15 The AGENCY reserves the right, exercisable in its discretion after consultation with the COLLEGE in accord with paragraph 2.1 below, to exclude any student from its premises in the event that such person's conduct or state of health is deemed objectionable or detrimental, having in mind the proper administration of said AGENCY.

16 The AGENCY shall provide all equipment and supplies needed for clinical instruction at the AGENCY. The student's name/identification badge shall be provided by the COLLEGE.

17 It is understood and agreed that the AGENCY cannot furnish medical treatment for students. However, the AGENCY may arrange for necessary emergency first aid treatment for students in the program at no expense to the AGENCY. Student shall be financially responsible for any medical treatment provided by AGENCY.

18 The AGENCY will provide the COLLEGE with a copy of the written regulations which will govern the student's activities while at the AGENCY.

19 The AGENCY will make available an orientation to the AGENCY for COLLEGE instructors and will assist in orientation of students to the patient care units.

1.10 Ensure that student(s) exposed to tuberculosis at clinical facility will be managed according to the policy of the Facility. Facility agrees to notify the COLLEGE's Student Health Service of the occurrence of such exposure to COLLEGE student(s).

2. RESPONSIBILITIES OF THE COLLEGE

2.1 The COLLEGE will withdraw a student from the clinical program at the AGENCY if, after consultation in accord with paragraph 1.5, the COLLEGE determines such action to be warranted.

22 The COLLEGE will prohibit the publication by the students any material relative to their clinical learning experience that has not been approved for release for publication by both the AGENCY and the COLLEGE.

23 It shall be the responsibility of the Associate Dean of the Undergraduate or Graduate Program, after consultation with the AGENCY to plan the clinical educational

program for student clinical experiences.

24 The COLLEGE will provide the AGENCY with an annual announcement or description of the program, curriculum and objectives to be achieved at the AGENCY.

25 COLLEGE's students will abide by the policies of the AGENCY while using its facilities, which shall be provided to the students in advance of their rotations. COLLEGE's students will be expected to conduct themselves in a professional manner; their attire as well as their appearance will conform to the accepted standards of the AGENCY.

26 Each student shall provide evidence that his/her own health care is covered in the event of sickness or accident by appropriate insurance policy.

27 The COLLEGE will assign to the AGENCY only those students who have satisfactorily completed the prerequisite didactic portion of the curriculum.

28 COLLEGE's faculty shall be responsible for evaluations of its students.

29 The COLLEGE shall use a licensed company to perform the drug testing and criminal background verification. The AGENCY will not accept drug test and criminal background check results from any company other than the one designated by the AGENCY or approved by the AGENCY.

2.10 Health Status. COLLEGE shall assume responsibility for ascertaining that students' health status and physical condition are in conformance with AGENCY health requirements for Clinical Experience program. At a minimum, COLLEGE shall provide to AGENCY satisfactory evidence that each student is free from contagious disease and does not otherwise present a health hazard to AGENCY patients, employees, volunteers or guests prior to his or her participation in the Clinical Experience program. Such evidence shall include completion of a tuberculin skin test (within the last six months) or evidence that each student is free of symptoms of pulmonary disease if the skin test is positive, a chest x-ray following a positive TB test result, and physical examination and evidence of immunity from rubella, measles and chicken pox. COLLEGE and/or the student shall be responsible for arranging for the student's medical care and/or treatment, if necessary, including transportation in case of illness or injury while participating in the Clinical Experience program at AGENCY. In no event shall AGENCY be financially or otherwise responsible for said medical care and treatment.

2.11 OSHA Compliance. AGENCY and COLLEGE acknowledge that protection of participants in the Clinical Experience from exposure to bloodborne pathogens is the joint concern of AGENCY, COLLEGE, and the participant. AGENCY will make available to participants for use within AGENCY 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 Clinical Experience program. If the Clinical Experience program involves exposure to bloodborne pathogens, AGENCY shall provide participants with education regarding bloodborne pathogens appropriate to the participant's educational training at AGENCY, and, shall maintain documentation of such education. COLLEGE 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. AGENCY will use its best efforts to appropriately test the source patient and to obtain that patient's consent to disclosure of test results to COLLEGE and participant.

3. PLACEMENT COOPORATION

3.1 AGENCY shall cooperate in good faith with the COLLEGE to insure the properly and efficient placement of health professional students at the AGENCY.

3.2 Agency reserves the right to limit the number of students to receive training. AGENCY will prioritize requests from Institution for placement of health professional students by the order in which they are received and will make a good faith effort to meet the requested needs for the AGENCY based on the available AGENCY personnel and a COLLEGE faculty and in accordance with the requirements of applicable law.

4. INSURANCE

4.1 COLLEGE Liability Insurance. COLLEGE will inform participating students of AGENCY'S requirement that they must procure and maintain throughout the Clinical Experience professional liability insurance in amounts no less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate, and covering their activities at the AGENCY, and to provide evidence of such insurance to AGNECY prior to participation in the Clinical Experience. The COLLEGE is a self-insured entity of the State of Georgia covered by the Georgia Tort Claims Act and the State of Georgia Broad Form Insurance. COLLEGE 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.). COLLEGE agrees to furnish AGENCY with a Certificate of Insurance evidencing its compliance with all applicable insurance requirements prior the execution of this Agreement and annually during the term of this Agreement. In the event of insurance cancellation or modification COLLEGE agrees to provide no less than thirty (30) days' notice of any insurance cancellation, reduction, or other material change of the scope of any required insurance coverage.

4.3 AGENCY Liability Insurance. AGENCY shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, professional liability insurance or a program of self-insurance in amounts reasonably necessary to protect AGENCY and its employees, agents, or representatives against liability arising from any and all negligent acts or incidents occurring in the discharge of its or their responsibilities and obligations under this Agreement. Coverage under such professional liability

insurance shall be not less than one million dollars (\$1,000,000.00) for each occurrence and three million dollars (\$3,000,000.00) in annual aggregate.

44 Workers' Compensation. COLLEGE shall maintain Workers' Compensation and Disability Insurance covering all faculty and personnel employed by COLLEGE to perform services pursuant to this Agreement in accordance with all applicable workers' compensation laws. If COLLEGE's faculty or employees files a Workers' Compensation claim against AGENCY, COLLEGE shall immediately indemnify AGENCY and assume the responsibility of the Workers' Compensation claim.

Upon the execution of this Agreement, COLLEGE shall furnish AGENCY with certificates of Insurance evidencing compliance with these insurance requirements. Certificates shall further provide for thirty (30) days advance written notice to AGENCY of any cancellation of the above coverage.

5. NONDISCRIMINATION

The AGENCY and the COLLEGE agree that neither will discriminate against a beneficiary of services provided by the AGENCY in the performance of this Agreement against any individual on the basis of age, sex, race, color, religious belief, national origin or physical handicap. The AGENCY understands that the COLLEGE is a state agency and holds various rights, privileges and exemptions under federal and state constitutions and laws as an educational institution, including but not limited to 42 USC Secs 2000e-1; 2000e-2; Sec 6-15 of Federal Executive Order 11246 (as amended); 41 CFR Secs 60-1.5(5); 20 USC Sec 1681(a)(3); 34 CFR Sec 106.12(a)(b), 106.21, 106.32, 106.39, 106.40, 106.51 and 106.57; and the First Amendment to the United States Constitution. The COLLEGE does not waive any of these rights, privileges and exceptions by entering this Agreement.

6. TERMINATION

This Agreement shall be effective on a continuing basis unless otherwise stipulated in writing and signed in advance of the effective date by both parties. Either party may terminate this Agreement upon ninety (90) days written notice to the other party, except that if the COLLEGE terminates the Agreement based on lack of funding, the ninety (90) day notice requirement shall not apply. The notice required under this clause shall be sent by certified, registered, or overnight-delivery mail.

If the termination date occurs while a student of the COLLEGE has not completed his or her clinical learning experience at the AGENCY and is in good standing with the AGENCY, the student shall be permitted to complete the scheduled clinical learning experience, and the COLLEGE and the AGENCY shall cooperate to accomplish this goal.

7. NONASSIGNMENT AND SUBCONTRACTING

This Agreement shall not be assigned or transferred by the AGENCY without the written approval of the COLLEGE. This Agreement (and its attachments, if any) constitute the entire understanding between the parties with respect to the subject matter

hereof and supersedes any and all prior understandings and agreements, oral and written, relating hereto.

8. CONFIDENTIALITY

The COLLEGE will require students to maintain the confidentiality of patient information obtained during the clinical or instructional experience at the AGENCY. All information obtained from patients, their records or computerized data is to be held in confidence and no copies of patient records shall be made. It shall be required of students and supervising faculty that they not identify patients in papers, reports or case studies without first obtaining permission of the AGENCY and the patient, utilizing the patient confidentiality policies and procedures of the AGENCY.

HIPAA Requirements: The COLLEGE agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. 1320d ("HIPAA") and any current and future regulations promulgated there under including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 the "Federal Privacy Regulations," the federal security standards contained in 45 C.F.R Part 142 (the "Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F. R Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements." COLLEGE agrees not to use or further disclose any Protected Health Information (as defined in 42 U.S.C. Section 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement.

Students are trainees and shall be considered members of the Facility's workforce as that term is defined in the HIPAA regulations at 45 C.F.R. Section 160.103. The COLLEGE shall be responsible for curriculum planning, admission, administration, requirements for matriculation, faculty appointments and promotions and any other requirements of any academic accrediting AGENCY. Neither the COLLEGE nor its employees or agents shall be granted access to individually identifiable information unless the patient has first given consent to such access. COLLEGE shall reasonably assist the Facility in obtaining patient consent in appropriate circumstances.

FERPA Requirements: The Parties agree to protect the participants' educational records in accordance with the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g and any applicable policy of the Parties. To the extent permitted by law, the Parties may share information from participants' educational records with each other so that each can perform its respective responsibilities under this Agreement but shall not disclose or share education records with any third party.

9. NOTICES

Notices required under this Agreement shall be mailed to the parties at the following addresses.

If to AGENCY:
Prime Healthcare Foundation – Southern
Regional, LLC., dba Southern Regional
Medical Center

11 Upper Riverdale Rd, SW
Riverdale, GA 30274

If to College:
GEORGIA STATE UNIVERSITY –
PERIMETER COLLEGE

555 North Indian Creek Dr. CH-3117
Clarkston, GA 30021

With copy to:
GSU Office of Legal Affairs
P.O. Box 3987
Atlanta, GA 30302-3987
Attn: University Counsel

10. Amendment. This Agreement may be amended at any time by mutual agreement of the Parties, provided that before any amendment shall be operative or valid, it shall have been reduced to writing and signed by both Parties.

11. Assignment. Neither AGENCY nor COLLEGE shall assign their rights, duties, or obligations under this Agreement, either in whole or in part, without the prior written consent of the other.

12. Force Majeure. Neither Party shall be liable for nonperformance or defective or late performance of any of its obligations under this Agreement to the extent and for such periods of time as such nonperformance, defective performance, or late performance is due to reasons outside such Party's control, including acts of God, war (declared or undeclared), action of any governmental authority, riots, revolutions, fire, floods, explosions, sabotage, nuclear incidents, lightening, weather, earthquakes, storms, sinkholes, epidemics, or strikes (or similar nonperformance or defective performance or late performance of employees, suppliers, or subcontractors).

13. Headings. The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

14. Severability. If any provision of this Agreement is determined to be illegal or unenforceable, that provision shall be severed from this Agreement, and such severance shall have no effect upon the enforceability of the remainder of this Agreement.

15. Waiver. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a Party must be in writing to be effective, and shall apply solely to the specific instance expressly stated.

16. Entire Agreement. This Agreement is the entire understanding and Agreement of the Parties regarding its subject matter, and supersedes any prior oral or written Agreements, representations, or understandings between the Parties. No other understanding between the Parties shall be binding on them unless set forth in writing, signed, and attached to this Agreement.

17. Independent Contractor. This Agreement is by and between the AGENCY and the Institution and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the AGENCY and Institution. The Institution shall not be, or be construed to be, the employees, students or agents of the other party for any purpose whatsoever.

IN WITNESS WHEREOF, the authorized representative of the parties have executed this Agreement effective August 1, 2019 by and between COLLEGE and AGENCY.

AGENCY

COLLEGE

Prime Healthcare Foundation – Southern Regional, LLC., dba Southern Regional Medical Center

The Board of Regents of the University System of Georgia by and on behalf of Georgia State University

By: Charlotte W. Dupré

By: Wendy Hensel

Name: Charlotte W. Dupré

Name: Wendy Hensel

Title: President and CEO

Title: Provost

Date: 9/3/19

Date: 16 Sep 2019

9/3/2019
SLM

SLM
Sharon Lawson Mathis, MSP, PE, UAW
Regional Director of Education