

June 12, 2019

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

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

MEMORANDUM TO: Dr. Risa Palm, Senior Vice President for Academic Affairs and Provost
Caroline Lombard, Associate General Counsel

We recommend for your approval and execution the attached (check one):

- Affiliation Agreement/Amendment**
- Affiliation Agreement Renewal Letter

With Shepherd Center, Inc.
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 the Office of Legal Affairs for appropriate action to complete and distribute the copies.

6/12/2019
Date

Kelli Nowvskie
Kelli Nowvskie, Dean's Office Administrator

6/12/2019
Date

Anthony Roberts
Anthony Roberts, College Administrative Office

We concur in the above recommendation:

6/13/2019
Date

Risa 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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*Reprinted
and Request.
Original misplaced*

**AFFILIATION AGREEMENT
BETWEEN
GEORGIA STATE UNIVERSITY
AND
SHEPHERD CENTER, INC**

This Agreement is made and entered into as of January 1, 2020 by and between **Board of Regents of the University System of Georgia by and on behalf of Georgia State University**, hereinafter called "University" and **Shepherd Center, Inc**, hereinafter called "Facility", acting by/through their duly qualified and authorized Administrators.

WITNESSETH:

WHEREAS, the parties wish and intend by this agreement to set forth the terms and conditions of engaging in a program for the field education at the Facility of students enrolled in: Nursing, Nutrition, Physical Therapy, Respiratory Therapy, Occupational Therapy, Health Informatics, Cardiopulmonary care Sciences. Social Work Counseling and Psychological Services, speech and Audiology, Kinesiology-and Health, Educational Psychology and Special Education, and Public Health.

WHEREAS, the Facility has facilities for furnishing Supervised Practice Experience, and

NOW, THEREFORE, in consideration of the covenants, conditions and stipulations hereinafter expressed and in consideration of the mutual benefits to be derived therefrom, the parties hereto agree as follows:

I. THE UNIVERSITY AGREES

- 1.1 To recommend for placement in field experience only those students who have earned a satisfactory record and have met the minimum requirements established by the University in the aforementioned program.
- 1.2 To assign students to the Facility with the students' knowledge and consent.
- 1.3 To provide the Facility with copies of current course outlines, course objectives, curriculum philosophy and a list of faculty and their qualifications.
- 1.4 To extend to authorized representatives of the Facility an open invitation to visit the related curricula of the University and consult with faculty and students in the program.
- 1.5 That representatives of the University will be available to the Facility for assistance and consultation as the need arises.
- 1.6 Students of the University will abide by existing rules and regulations of the Facility, as they pertain to their activities while in the Facility.
- 1.7 The Facility, in consultation with the appropriate University representative, shall have the right to request that the University, through that representative, terminate or request withdrawal of any student whose performance may be unsatisfactory to the Facility.
- 1.8 To maintain Student Medical Professional & General Liability coverage for students or direct the student to have such coverage with limits of \$1,000,000 per incident, \$3,000,000 aggregate, and Medical Professional & General Liability for faculty with coverage limits of \$1,000,000 per incident, \$3,000,000 aggregate. Certificates indicating effective coverage will be furnished to the Facility upon request.
- 1.9 The UNIVERSITY agrees to inform Student that Student must provide proof of personal health insurance to facility prior to placement. In the event of an accident or illness while at the Center, the Center will arrange for emergency care but shall not be responsible for the costs involved, follow-up care of hospitalization.
- 1.10 The UNIVERSITY agrees to inform Student that Student will be required to meet the Facility's Human Resource requirements related to background check, drug screen and health screen (Attachment A). The student will be required to provide the health screen information.

II. THE FACILITY AGREES

- 2.1 To provide field experience at the facilities to students designated in accordance with paragraphs 1.1 and 1.2.
- 2.2 To retain responsibility for the supervision of the University's students while they are onsite at the Facility.
- 2.3 University students will be expected to attend only those services at the Facility which are identified as planned educational experiences.
- 2.4 To provide a safe learning atmosphere for the University students.

III. THE UNIVERSITY AND THE FACILITY JOINTLY AGREE

- 3.1 That no student will be discriminated against on the basis of race, color, age, sex, national origin, religion, height, weight, marital status, sexual orientation, gender identity or expression, or disability that is unrelated to the ability of the student to fully participate in and benefit from the Program, with or without reasonable accommodations, in any aspect of the program.
- 3.2 That the determination of the number of students to be assigned to the Facility shall be a joint decision based on staff and space available in named facilities and eligible students enrolled in the program.
- 3.3 That this document does not limit the Facility to accept only students from the University into the Supervised Practice Experience program.
- 3.4 That there will be meetings of representatives of both the University and the Facility as often as such meetings are beneficial to the coordination and improvement of the program, and at the convenience of both parties. This may take place by telephone for distance students.
- 3.5 That there will be ongoing, open communication between the University and the Facility to ensure understanding of the expectations and roles of both institutions in providing field experience for students.
- 3.6 Students shall not be deemed to be employees of the Facility for purposes of compensation, fringe benefits, workers compensation or any other purpose.
- 3.7 This Agreement shall be governed and construed in accordance with the laws of the United States of America, of the State of Georgia.

IV. TERM OF AGREEMENT

This Agreement shall become effective as of **January 1, 2020** and shall continue thereafter until terminated by either party upon **December 31, 2023** written notice of termination; provided, however, that students then receiving instruction in any program shall be given an opportunity to complete the full program during that instructional period.

Affiliation Agreement
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V. NOTICE

Any notice under this Agreement shall be directed to:

SHEPHERD CENTER, INC:

Name:
Title:
Address: 2020 Peachtree Road NW
City/State/Zip: Atlanta, GA. 30309
Phone:
Email:

UNIVERSITY NAME: Georgia State University

Name: University Counsel
Office of Legal Affairs, Georgia State University
Address: PO Box 3997
City/State/Zip: Atlanta, GA 30302-3987
Phone: 404-413-0500

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.



FACILITY

SIGNATURE:

John McDaniel

PRINT NAME:

John McDaniel

TITLE:

director of finance

DATE:

10/24/2019

UNIVERSITY

SIGNATURE:

Risa Palm

PRINT NAME:

Dr. Risa Palm

TITLE:

Senior Vice President for Academic Affairs and Provost

DATE:

June 13, 2019

ATTACHMENT A

Background Check Requirements:

Minimum Search Requirements	Minimum Standard
National Criminal and Sex Offender Search	Anyone working at Shepherd Center has access to patient rooms and therefore anyone listed on the Sex Offender Registry should not be placed at Shepherd Center
7 year county criminal search – all counties of residence for last 7 years	Candidates should be withdrawn if they have convictions that bear a relationship to the type of work sought. Examples of convictions that create a business liability include dishonest acts , felony violence, or 3 or more convictions of any kind in the last 7 years. These are minimum expectations and it is expected vendors will apply appropriate standards according to the law and the kind of position the candidate will be placed.
OIG/GSA + OFAC- A combined search of the Office of Inspector General and the General Service Administration is searched for any individuals or entity that has committed any type of fraud against Medicare, Medicaid or any other Federally funded health care program. Plus a search of the Office of Foreign Assets Control.	Anyone listed on any of these lists should not be placed at Shepherd Center
SSN + Alias check + Address History	Vendors should demonstrate attention to ensure the identity of candidates placed at Shepherd Center are checked to ensure data matches what is presented

Drug Screen Requirements:

Negative test results from 9 panel drug screen with the following Cut-off levels

Drug	Screen Cutoff	Confirm Cutoff	Drug	Screen Cutoff	Confirm Cutoff
Amphetamine	250	250	Barbiturates	200	100
Benzodiazepines	200	100	Chromate as Adulterant	650	50
Cocaine	100	50	Nitrite	200	200
Opiate	100	100	Propoxyphene	300	200
Specific Gravity	1.004		Marijuana	20	5

Health Screen Requirements:

- Documentation of current flu shot for any candidate placed during a period of elevated levels of the flu as reported by the CDC
- Documentation of TB results in the last 90 days
- Documentation of immunity to Measles, Mumps, and Rubella if born after 1957
- Documentation of immunity to Chicken Pox
- Notification of Hepatitis B vaccination options

Acceptable forms of documentation include:

Flu Shot: Authorization form that includes lot number and date of vaccination

TB Results: Documentation from health care provider or county health department demonstrating 2 step skin test, or blood draw or, chest x-ray if previously tested positive for TB

Immunity to MMR and Chicken Pox: Official vaccination records with 2 MMR shots separated by 30 days or more recorded or titer results

Shepherd Center Human Resources/Employee Health may provide any of these services based upon the fee schedule attached. It generally takes 7 business days to ensure all screens are clear if performed by Shepherd Center Human Resources/Employee Health.



Shepherd Center

Shepherd Center Pre-placement Charges

Standard Services:

Background Screen: \$75.00

Drug Screen: \$35.00

Immunization and TB check includes Titters, Flu Shot and TB Screen without HepB \$115.00

Immunization and TB check includes Titters, Flu Shot, and TB screen with HepB \$220.00

Additional Services:

Influenza Vaccine: \$50.00

MMR (Measles, mumps, rubella): *\$25.00 each administered 30 days apart if 2 are required*

Varicella Zoster (chicken pox): \$25.00

HepB series of 3 shots: *\$105.00 one-time charge for 3 shots administered over 90 days*