

**AFFILIATION AGREEMENT  
BETWEEN**

**THE BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA  
BY AND ON BEHALF OF GEORGIA STATE UNIVERSITY  
AND  
SHEPHERD CENTER, INC**

This Agreement is made and entered into as of January 1, 2017 by and between 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 Visiting Scholars hereinafter called "Scholar", enrolled in programs of Nursing, Nutrition, Physical Therapy, Respiratory Therapy, Occupational Therapy, 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 Research 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 Scholars who have earned a satisfactory record and have met the minimum requirements established for enrollment at the University.
- 1.2 To assign Scholars to the Facility with the Scholars' knowledge and consent.
- 1.3 To provide the Facility with copies of 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 Scholars 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 Scholars 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 Scholar whose performance may be unsatisfactory to the Facility.
- 1.8 To notify Scholars that they must maintain Medical Professional & General Liability Insurance coverage with coverage limits of \$1,000,000 per incident, \$3,000,000 aggregate, and they must provide evidence of such coverage to the Facility. University 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.). University will provide Worker's Compensation Insurance coverage for its participating faculty members. However, it will not provide Worker's Compensation Insurance or other insurance coverage for its students. This paragraph will survive the termination of this Agreement.
- 1.9 The UNIVERSITY agrees to inform Scholar that Scholar must provide to Facility proof of personal health insurance coverage (valid for coverage in the United States) prior to placement.

II. THE FACILITY AGREES

- 2.1 To provide field experience at the facilities to Scholars designated in accordance with paragraphs 1.1 and 1.2.
- 2.2 To retain responsibility for the supervision of the University's Scholars while they are onsite at the Facility.
- 2.3 University Scholars 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 Scholars.

III. THE UNIVERSITY AND THE FACILITY JOINTLY AGREE

- 3.1 That no Scholar 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 Scholar 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 Scholars to be assigned to the Facility shall be a joint decision based on staff and space available in named facilities and eligible Scholars enrolled in the program.
- 3.3 That this document does not limit the Facility to accept only Scholars 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 Scholars.
- 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 Scholars.
- 3.6 Scholars 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 and the State of Georgia.

IV. TERM OF AGREEMENT

This Agreement shall become effective as of January 1, 2017, and shall continue for three (3) years. This Agreement may be terminated by either party upon ninety (90) days prior written notice; provided, however, that Scholars then receiving instruction in any program shall be given an opportunity to complete the full program during that instructional period.

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V. NOTICE

Any notice under this Agreement shall be directed to:

**SHEPHERD CENTER, INC:**

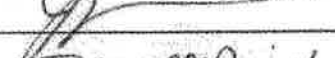
Name:  
Title:  
Address: 2020 Peachtree Road NW  
City/State/Zip: Atlanta, GA 30309  
Phone:  
Email:

**UNIVERSITY NAME:** Georgia State University


Attn: University Counsel  
Office of Legal Affairs  
Georgia State University  
P.O. Box 3987  
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:   
PRINT NAME: John McDaniel  
TITLE: Director of Finance  
DATE: 1/20/17

**UNIVERSITY**

SIGNATURE:   
PRINT NAME: Risa Palm  
TITLE: Senior Vice President for Academic Affairs and Provost  
DATE: 2-17-17