

**HABERSHAM COUNTY BOARD OF COMMISSIONERS**  
**EXECUTIVE SUMMARY**

**SUBJECT:** Affiliation Agreement with South University

**DATE:** 10/17/2022

☒ **RECOMMENDATION**

☐ **POLICY DISCUSSION**

**BUDGET INFORMATION:**

☐ **STATUS REPORT**

**ANNUAL-**

☐ **OTHER**

**CAPITAL-**

**COMMISSION ACTION REQUESTED ON:** October 17, 2022

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**PURPOSE:**

To obtain permission for Habersham County to enter into an “Affiliation Agreement” with South University, whereby allowing Brandi Jackson to complete her Master’s degree in Public Health Practicum, by working with the HCES Community Paramedicine unit.

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**BACKGROUND / HISTORY:**

- a. Habersham’s Community Paramedicine unit has been in service since 2016, serving, primarily Habersham County citizens with chronic and/or complex medical conditions.
  - b. Initially, the Community Paramedicine program operated under a grant from the Georgia State Office of Rural Health and now with the Department of Public Health – Coverdell Stroke Program.
  - c. Habersham County Emergency Services values the opportunity to participate in the education of emergency providers, normally EMT, AEMT and Paramedic, however in this instance a Master’s degree.
  - d. The HCES CP team has a robust program and record of helping the patients and community.
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**FACTS AND ISSUES:**

- a. Ms. Jackson will be working with the HCES CP team for approx. 120 hours to gather information for her research project.
  - b. The project will confirm the need and benefit of the Community Paramedicine program as an integral part of future healthcare system.
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**OPTIONS:**

- 1) Approve recommendation
  - 2) Deny recommendation
  - 3) Commission defined alternative
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**RECOMMENDED SAMPLE MOTION:**

Make a motion to approve the Affiliation Agreement with South University allowing Brandi Jackson to complete her Master’s Practicum with the HCES Community Paramedicine team.

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**DEPARTMENT:**

Prepared by:

Jeffrey D. Adams

Director: \_\_\_\_\_

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**ADMINISTRATIVE  
COMMENTS:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ **DATE:** \_\_\_\_\_

County Manager

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## Affiliation Agreement Cover Sheet

Student Name: BRANDI JACKSON Todays Date: 09/30/2022

Student ID #: 0803822681 Course Start Date

Student's Program of Study: MPH

Additional Notes:

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## AFFILIATION AGREEMENT INSTRUCTIONS

Please review the instructions below. Any deviation in the instructions will delay the affiliation agreement approval process.

- ONLY a legal representative of the facility, such as an owner or manager can sign the affiliation agreement. If the agreement is signed by unauthorized personnel such as the preceptor or general staff, the document will be returned and the process will be delayed.
- ONLY the clinical facility may forward the affiliation agreement. Please note - the agreement will be returned to students who fax or email the document to the University.

The affiliation agreement may be faxed to 480-999-8796

OR

Emailed directly (preferred method)

[AffiliationAgreements@southuniversity.edu](mailto:AffiliationAgreements@southuniversity.edu)

When emailing the document please make a notation in the subject line: Affiliation Agreement

- DO NOT forward any other documents to the University. The Practicum Proposal, Preceptor's Agreement, and CV should be provided to the student to upload into the Practicum Preparation Course drop box.
- Any questions concerning the affiliation agreement or process can be directed to Deborah M. Samay, Paralegal, at [dsamay@southuniversity.edu](mailto:dsamay@southuniversity.edu)

## Affiliation Agreement

This Affiliation Agreement is entered into between **South University Savannah, LLC d/b/a South University – Savannah (Parent Company)** (hereinafter referred to as “School”) located at 709 Mall Boulevard, Savannah, GA 31406-4805, and Habersham County (hereinafter referred to as “Facility”), located at 130 Jacob's Way Suite 301 Clarkesville, GA 30523 and is effective on the date of signing (“Effective Date”) for a one year term and will automatically renew for subsequent one year terms unless either party provides a notice of non-renewal to the other party thirty (30) days prior to the end of any term. The terms of this Agreement will include the above named facility and those Facility sites listed at the end of this Agreement.

### Recitals

**WHEREAS**, School offers programs of study in Anesthesiologist Assistant, Physician Assistant, Physical Therapist Assistant, Occupational Therapist Assistant, Medical Assistant, Public Health and Nursing and desires that its students complete a clinical training experience (i.e., a practicum, internship, fieldwork, preceptorship, etc.) (hereinafter referred to as “Clinical Training Experience”) to obtain experience at Facility in furtherance of the School’s program(s). Facility has agreed to make its location(s) available to School and its students for this purpose. Note, this Agreement is only applicable to Anesthesiologist Assistants in states in which Anesthesiologist Assistants are permitted to practice.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

#### A. School and Facility Responsibilities

1. School has full responsibility for the academic content of the Internship and the credit granted for its satisfactory completion, and School and Facility will agree in advance of the start date of the Internship on the specific studies and research that will occur.
2. The students shall be directly supervised by an employee of Facility who is approved in advance by the School and meets Facility’s requirements for such position. The students’ supervisor shall not be an employee of School or a currently enrolled student of School.
3. The parties will mutually agree to the number of students that can participate in the Internship prior to the start date.

Reviewed 7.1.19

4. School will advise its students and each faculty member (if on site) to comply with all of Facility's policies and procedures, including but not limited to the requirement to keep all patient related medical information confidential and to comply with the Facility's policy regarding the Health Insurance Portability and Accountability Act (HIPAA).
5. School will advise its students and each faculty member (if on site) to comply with any of Facility's requirements regarding criminal background checks/drug screening. Facility shall provide students a copy of its policy regarding background checks/drug screening and shall instruct students to comply with said policy; any costs for the background check/drug screening is at the students' expense. Facility shall apply the same criteria to students and faculty members as they do to Facility employees under their current hiring practices. School will advise students and faculty members that as a result of a criminal background check/drug screening Facility may reject any student or faculty member and bar them from the Facility in accordance with Facility policies.
6. School will advise its students and each faculty member (if on site) to comply with any requirements of Facility regarding immunizations. Any immunizations required which faculty member or student does not yet have must be obtained prior to beginning the Internship and the cost for the immunization shall be paid for by student or students' own medical coverage.
7. Facility will provide an appropriate orientation to the students and faculty member (if on site) and advise them of all applicable rules and regulations including orientation to the risk of exposure to blood borne viral diseases such as HBV/HIV and to other communicable diseases; to chemical and other environmental hazards in compliance with federal hazard communications regulations; to fire safety procedures at the Facility; and to provide basic training on the confidentiality and privacy requirements of the federal HIPAA law.
8. Facility shall provide a safe physical facility and environment in addition to adequate instruction, supervision, guidance and evaluation of students. The Facility shall complete and promptly return any evaluations requested by School. Both parties agree to cooperate with each other and share information in the event that any investigation is conducted with respect to a student's experience or performance at Facility. Students may be asked to sign a form granting School and Facility permission to share information relevant to his or her experience or performance.
9. Facility may terminate a student or faculty member (if on site) from participating in an Internship if Facility determines in its sole opinion and discretion that the student's conduct or work with clients, patients or personnel is not in accordance with acceptable standards of performance.

10. Upon request of School, Facility shall provide classroom space for the use of students and faculty member (if on site) subject to availability and provide them the privilege of using libraries, lounges, cafeterias, rest rooms, etc. on the same basis as Facility employees.
11. School will advise its students and faculty (if on site) that it is the responsibility of the student and faculty for the cost of his or her own health insurance and medical costs as Facility is not providing any such insurance for them.
12. Facility shall make available to students and faculty member (if on site) any necessary emergency care for injuries or illnesses arising out of their program participation. Applicable insurance policies may be billed for the provision of these services.
13. School will advise its students that Facility does not consider them to be employees. If Facility is paying any students, the individual student is responsible to make all required withholdings for state and federal income tax purposes. At all times, neither students nor faculty members (if on site) are considered employees of Facility. If any compensation is paid by Facility to students, it shall be agreed to in writing by student and Facility before the start of the Internship.
14. The School is responsible at all times for the negligent and willful acts and omissions of its employees and agents, including its faculty. In addition, the Facility is responsible at all times for the negligent and willful acts and omissions of its employees and agents.
15. Facility shall indemnify, hold harmless and defend School, its officers, directors, employees, parent companies and agents from and against any and all losses, liabilities, claims, damages, causes of action, costs and expenses, including reasonable attorneys' fees and litigation costs arising from Facility's breach of any covenants or obligations set forth in this Agreement. This obligation shall survive the termination of this Agreement.
16. School shall indemnify, hold harmless and defend Facility, its officers, directors, employees and agents from and against any and all losses, liabilities, claims, damages, causes of action, costs and expenses, including reasonable attorneys' fees and litigation costs arising from School's breach of any covenants or obligations set forth in this Agreement. This obligation shall survive the termination of this Agreement.
17. The ultimate responsibility for the care of patients and the direction of Facility's operation is with Facility.
18. School shall provide and maintain comprehensive general liability insurance in the amount of \$1,000,000 per occurrence \$3,000,000 aggregate. In addition, School shall maintain professional liability insurance that covers the School, all students, and instructors at the School. The blanket professional liability insurance policy will be in the amount of not less than \$1,000,000 per

claim/\$3,000,000 aggregate. The School shall provide a certificate of insurance at the request of Facility.

19. Facility shall provide and maintain comprehensive professional and general liability insurance (which covers Facility and Facility's employees) of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate as well as excess liability insurance of not less than \$1,000,000. A certificate of insurance evidencing such insurance coverage shall be provided to School. To the extent permitted by Facility's insurance policy, the general liability insurance shall name as additional insured, South University Savannah, LLC d/b/a South University - Savannah its schools, directors, subsidiaries, officers, employees, assigns, agents and board members.
20. In the event a preceptor is utilized at the Facility, the preceptor shall comply with all applicable state board requirements and other responsibilities agreed to by the parties.
21. School and Facility agree that both students and faculty members will not transport patients or Facility employees in connection with the Clinical Training Experience.
22. In the event that Student will be riding in a vehicle with an employee of Facility, Facility shall provide and maintain automobile, or umbrella, insurance of not less than \$5,000,000. A certificate of insurance evidencing such insurance coverage shall be provided to School.

#### B. General Provisions

1. This agreement may be terminated by either party with or without cause by providing thirty (30) days written notice to the other party. In the event of termination during an Internship, Facility will allow students to complete their Internship.
2. The parties to this Agreement are independent contractors. Neither School nor any of its faculty, students or employees shall hold themselves out as employees, agents or partners of Facility. In addition, neither Facility, nor any of its faculty, students or employees shall hold themselves out as employees, agents or partners of School.
3. There shall be no monetary consideration paid by either party to the other, it being acknowledged that the Internship provided hereunder is mutually beneficial.
4. Each party agrees in the performance of this Agreement not to discriminate on the basis of race, ethnicity, national origin, gender, age, religion, disability, sexual orientation, or any other basis prohibited by law in the jurisdiction in which the Agreement is to be performed.

5. Notices. Any and all notices required shall be deemed delivered when received by registered, certified or express mail to:

**If to School:**

Experiential Learning Team  
1250 Penn Avenue  
Pittsburgh, PA 15222  
Fax: 480-999-8796  
affiliationagreements@southuniversity.edu

**If to Facility:**

Habersham County, Georgia  
130 Jacobs Way, Suite 103  
Clarkesville, GA 30523  
706-839-0200  
avaughn@habershamga.com

6. Individuals executing this Agreement on behalf of organizations represent and warrant that they have been authorized to do so.

7. This Agreement contains the entire agreement between the parties and supersedes all prior agreements and understandings, oral or written, with respect to the subject matter hereof.

8. This Agreement may be executed in multiple counterparts by the parties hereto. All counterparts so executed shall constitute one agreement binding upon all parties, notwithstanding that all parties are not signatories to the original or the same counterpart. Each counterpart shall be deemed an original to this Agreement, all of which shall constitute one agreement to be valid as of the date of this Agreement. Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures. This Agreement, any other document necessary for the consummation of the transaction contemplated by this Agreement may be accepted, executed or agreed to through the use of an electronic signature in accordance with the Electronic Signatures in Global and National Commerce Act ("E-Sign Act"), Title 15, United States Code, Sections 7001 et seq., the Uniform Electronic Transaction Act ("UETA") and any applicable state law. Any document accepted, executed or agreed to in conformity with such laws will be binding on each party as if it were physically executed.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed as of the Effective Date set forth above. For and on behalf of:

Reviewed 7.1.19

**FACILITY:** HABERSHAM COUNTY, GEORGIA

Signature: \_\_\_\_\_

Print Name and Title: Bruce Palmer, Chairman  
Board of Commissioners of Habersham County, Georgia

Date of Signing: \_\_\_\_\_

**SOUTH UNIVERSITY SAVANNAH, LLC d/b/a SOUTH UNIVERSITY - SAVANNAH:**

Signature: \_\_\_\_\_

Print Name and Title: Matthew A. Gavlik, Campus President

Date of Signing: \_\_\_\_\_

**Additional Sites Covered by Affiliation Agreement**

Reviewed 7.1.19

**Name:**        **Jim Wood – Community  
Paramedicine**

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**Address:**    **175 EOC Dr.**

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**Mount Airy, GA 30563**

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**Attn:**

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**Email:**        **jwood@habershams.com**

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**Phone**         **706-949-1662**

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**Hope Adams – Community  
Paramedicine**

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**175 EOC Dr.**

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**Mount Airy, GA 30563**

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**hadams@habershams.com**

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**706-949-1662**

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