

## **Finance Committee Meeting**

## **AGENDA**

## August 7, 2012

# I. CALL TO ORDER

# II. MATTERS BEFORE COMMITTEE

- 1. <u>Discussion / Approval Out of State Travel</u>
- 2. <u>Discussion / Approval MOU UGA College of Pharmacy</u>

# III. ADJOURN



# **Finance Committee Meeting**

## **AGENDA**

# August 7, 2012

Item:
Discussion / Approval - Out of State Travel  Department:
Additional Information:
Financial Impact:
Budgeted Item:
Recommendation / Request:

Viewing Attachments Requires Adobe Acrobat. Click here to download.

Attachments / click to download

■ Travel Info

# QS/1 Governmental Solutions 2012 Financial Conference

Spartanburg, SC – May 23, 2012 – QS/1 Governmental Solutions has announced the dates and venue for the 2012 Financial Customer Conference.

The annual conference is geared toward governmental agencies using QS/1's financial software solutions. This year's conference will be held August 20 - 21 at Wild Dunes Resort on the Isle of Palms in South Carolina.

"This event is a great opportunity for our financial software customers to learn about future enhancements QS/1 is developing for them," said Jim Mitchell, QS/1 Governmental Solutions Sales Manager. "We not only spend time showing these agencies how to get the most out of the software, but they will have opportunities to network and share ideas with their peers."

The two-day conference begins Monday, August 20 with a schedule of seminars focusing on software enhancements for current and future releases. Customers also get an overview of legislative and policy updates that will impact their operations and software enhancements.



# **Finance Committee Meeting**

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Item:
Discussion / Approval - MOU UGA College of Pharmacy  Department:
Additional Information:
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Recommendation / Request:

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Attachments / click to download

■ UGA MOU

# MEMORANDUM OF UNDERSTANDING BETWEEN THE BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA BY AND ON BEHALF OF THE UNIVERSITY OF GEORGIA COLLEGE OF PHARMACY AND CITY OF MONROE

This is a Memorandum of Understanding on the part of <u>CITY OF MONROE</u> (hereinafter referred to respectively as the "Facility") and the Board of Regents of the University System of Georgia by and on behalf of the University of Georgia, College of Pharmacy, Athens, Georgia (hereinafter referred to respectively as the "Institution"). The Facility and Institution shall be hereinafter jointly referred to as the "parties."

### A. PURPOSE:

- 1. The purpose of this Memorandum of Understanding is to guide and direct the parties respecting their affiliation and working relationship, inclusive of anticipated future arrangements and agreements in furtherance thereof, to provide high quality applied learning experiences for the Institution's students.
- 2. Neither party intends for this Memorandum to alter in any way their respective legal rights or their legal obligations to one another, to the students and faculty assigned to the Facility, or to any third party. However, the understandings contained herein may be incorporated into and made a part of a subsequent agreement executed between the respective Institution and Facility in a form substantially similar to that which is attached hereto and hereby incorporated by reference as "Exhibit A" (hereinafter referred to as the "Agreement").

### **B.** GENERAL UNDERSTANDING:

- 1. The applied learning experience (hereinafter referred to as the "A.L.E.") will be of such content and cover such periods of time as may from time to time be mutually agreed upon by the Institution and the Facility. The starting and ending date for each A.L.E. shall be agreed upon at least one month before the A.L.E. commences. A.L.E. implementation at the Facility shall be subject to final approval by the Facility.
- 2. The number of students designated for participation in the A.L.E. will be mutually determined by agreement of the parties, and may at any time be altered by mutual agreement. All student participants must be acceptable to both parties. Either the Facility or the Institution may withdraw any student from an A.L.E. based upon a lack of competency on the part of the student, the student's failure to comply with the rules and policies of the Facility, or, for any other reason where either party reasonably believes that it is not in their best interest for the student to continue. Such party shall provide the other party and the student with immediate notice of the withdrawal and written reasons for the withdrawal.
- 3. There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, disability or veteran's status in either the selection of students for participation in the A.L.E., or as to any aspect of the A.L.E.; provided however, that with respect to disability, the disability must not be such as would, even with reasonable accommodation, in and of itself, preclude the student's effective participation in the A.L.E.

### C. FACILITY RESPONSIBILITIES:

1. The Facility will retain responsibility for the care of its clients and patients and will maintain supervision of students insofar as their presence and A.L.E. assignments affect the operation of the Facility and its care, direct and indirect, of its clients and patients. No provision of this Relationship shall prevent any Facility client or patient from requesting not to be a teaching

- client or patient or prevent any member of the Facility's staff from designating any client or patient as a non-teaching client or patient.
- 2. The Facility will provide adequate facilities for participating students in accordance with the A.L.E. program objectives and plan developed through cooperative planning by the Institution's departmental faculty and the Facility's staff. The Facility will use its best efforts to make conference space and classrooms available as may be necessary for teaching and planning activities in connection with the A.L.E. However, specific classroom, conference space and facility requirements may be set forth in the Agreement.
- 3. Facility staff shall upon request, assist the Institution in the evaluation of the learning and performance of participating students, provided the student has signed a consent to exchange of educational information in accordance with the Family Educational Rights and Privacy Act of 1974, as amended. However, the Facility hereby agrees to keep confidential any student records or information it may obtain, unless it has otherwise obtained prior written consent of the student. Although the Institution shall obtain all required consents, the Facility shall have the right to rely on such consents and to obtain copies of such consents upon request. The Facility will assign a staff representative as liaison between the Facility and the Institution. The Facility staff representative may be designated in the Agreement. Unless otherwise specified in the Agreement, any evaluation of students by the Facility shall relate only to general student participation in the A.L.E., and shall in no way be construed as a certification by the Facility as to the competence of any student or a representation by the Facility of any student's ability or competence in connection with the practical implementation of any knowledge gained through the A.L.E.
- 4. The Facility shall provide for the orientation of both Institution faculty and participating students as to the philosophies, rules, regulations and policies of the Facility.
- 5. Subject to the Facility's overall supervisory responsibility for patient care, appropriately licensed Institution faculty members may provide such patient services at the Facility as may be necessary for teaching purposes. The nature and scope of activities of Institution faculty members that may involve in any way patient care at the Facility shall be subject to the sole discretion of the Facility and to such conditions as the Facility may deem necessary in its sole discretion including, but not limited to, prior proof of professional liability coverage, appropriate licensure or certification, and compliance with all Facility rules, regulations, and policies. If faculty participation at the Facility other than as a Supervisor for the purpose of this A.L.E. is so authorized, it must not be a substitute for adequate staffing at the Facility.
- 6. All medical or health care (emergency or otherwise) that an Institution student or faculty member receives at the Facility will be at the expense of the individual involved.

### D. INSTITUTION RESPONSIBILITIES:

- 1. The Institution will use its best efforts to select students for participation in the A.L.E. who are prepared for effective participation in the training phase of their overall education. The Institution will retain ultimate responsibility for the education of its students.
- 2. Prior to commencement of the A.L.E., the Institution will, upon request and with proper authorization, provide responsible Facility officials with such student records as will adequately disclose the prior education and related experiences of prospective student participants.

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3. The Institution will use its best efforts to see that the A.L.E.s at the Facility are conducted in such a manner as to enhance the resources available to the Facility for the providing of care to

its clients and patients. Only those students who have satisfactorily completed the prerequisite courses of their curriculum will be selected for participation in an A.L.E., as specified in the curriculum course descriptions.

- 4. The Institution will not assign any faculty member to the Facility in connection with the operation of the A.L.E. who is not appropriately licensed or certified, and will make evidence of the licensure or certification of all its assigned faculty available to the Facility upon request. It is agreed that all Institution faculty are employees of the Institution, unless otherwise agreed upon in writing.
- 5. The Institution will inform all its participating students of the facility's requirement that they must procure and maintain throughout the A.L.E. professional liability insurance in the amounts, form, and by a carrier satisfactory to the Facility and the Institution, and covering the students' activities at the Facility, and will provide evidence of such insurance to the Facility prior to participation in any A.L.E. Institution faculty members will be provided professional liability coverage pursuant to the terms and conditions of the Georgia Tort Claims Act (O.C.G.A. Ú50-21-20 et seq.). The Institution will provide Worker's Compensation Insurance coverage for its participating faculty members. However, the Institution will not provide Worker's Compensation Insurance or other insurance coverage for its students. This paragraph will survive the termination of this MOU.
- 6. The Institution will encourage participating student and faculty compliance with the Facility's rules, regulations and procedures, and use its best efforts to keep students and faculty informed as to the same and any changes therein. Specifically, the Institution will keep each participating student and faculty member apprised of his or her responsibilities, including but not limited to the following:
  - a. To follow the administrative policies, standards and practices of the Facility when in the Facility.
  - b. To report to the Facility on time and follow all established regulations of the Facility.
  - c. To keep in confidence all medical, health, financial and social (including mental health) information pertaining to particular matters, clients or patients
  - d. To not publish any material related to the A.L.E. that identifies or uses the name of the Institution, the Board of Regents of the University System of Georgia, the Facility or its members, clients, students, faculty or staff, directly or indirectly, unless prior written permission is received from the Institution, the Board of Regents of the University System of Georgia, and the Facility. However, the Facility hereby grants to the Institution the right to publish Institution administrative materials such as catalogs, course syllabi, A.L.E. reports, etc. that identify or uses the name of the Facility or its members, staff, directly or indirectly.
  - e. To comply with all federal, state and local laws regarding the use, possession, manufacture or distribution of alcohol and controlled substances.
  - f. To follow Centers for Disease Control and Prevention (C.D.C. Universal Precautions for Bloodborne Pathogens, C.D.C. Guidelines for Tuberculosis Infection Control, and Occupational Safety and Health Administration (O.S.H.A.) Respiratory Protection Standard.

- g. To arrange for and be solely responsible for living accommodations while at the Facility.
- h. To conform to established standards and practices while training at the Facility.
- i. To provide the necessary and appropriate uniforms and supplies required where not provided by the Facility.
- j. To wear a nametag that clearly identifies him/her as a student or faculty member.
- k. To sign a written agreement obligating the student or faculty member to observe all rules and policies established by the Facility, to maintain the confidentiality of patient information, and to refrain from publishing any material related to the A.L.E. that identifies or uses of the name of the Board of Regents, the Institution, or the Facility, directly or indirectly, or uses the name of the Facility, without first obtaining written approval. Subject to the right to publish set forth in section d above.
- 7. The Institution will require all student participants at the time of enrollment in the A.L.E., if required and as necessary and appropriate during the period of participation, to undergo a health examination, as will be necessary to determine that they are free from any infectious or contagious diseases, and are able to perform their activities in the A.L.E. program in order to ensure that students do not pose a direct threat to the health or safety of others, which may include TB, PPD test or chest x-ray, hepatitis-B core antibody test, and Rubella, measles and mumps tests or documentation of immunization. At the option of the Facility, such health examinations may be performed by the Facility, at the sole expense of the student participants. Any medical or health care (emergency or otherwise) that may be received by an Institution student or faculty member at the Facility in the course of the A.L.E. shall be at the sole expense of the individual recipient of such care; provided that nothing herein shall require the Facility to provide any such care. Any student or faculty participant who does not meet the health criteria established by the Facility will not be assigned to the Facility or allowed to continue to participate in the A.L.E. at the Facility. The Facility has the right, at any time, to request health status reports on student and faculty participants, to the extent allowed by applicable law. Moreover, if the student and/or faculty member has an exposure to blood or body substances, if there is an injury to the student and/or faculty member or if there is an infectious disease outbreak, the Institution agrees, to the extent allowed by law, to send the student's and/or faculty member's health records within two (2) business days of the receipt of a written request by the Facility for such health records.
- 8. The Institution shall have the full responsibility for the conduct of any student or faculty disciplinary proceedings and shall conduct the same in accordance with all applicable statutes, rules, regulations and case law.
- 9. The Institution will assign faculty/staff representative(s) as liaison(s) between the Facility and the Institution. The Institution faculty/staff representative(s) will be designated in the Agreement.

### E. MUTUAL RESPONSIBILITIES:

1. The parties will work together to maintain an environment of quality learning experiences for the Institution's student(s), while at the same time enhancing the resources available to the Facility for the providing of care to its clients and patients. At the request of either party, a meeting or conference will be held between Institution and Facility representatives to resolve any problems or develop any improvements in the operation of the A.L.E.

- 2. This working relationship and affiliation shall be reviewed annually by the parities. This Memorandum of Understanding may be amended at any time by mutual written agreement of the parties. It may also be canceled at any time by either party upon not less than ninety (90) days written notice to the other party, but any students currently in an A.L.E. may complete the A.L.E.
- 3. The Institution and the Facility acknowledge and agree that neither party shall be responsible for any loss, injury or other damage to the person or property of any student or faculty member participating in the A.L.E. unless such loss, injury or damage results from the negligence or willful conduct of that party, its agents, officers or employees.
- 4. This relationship is intended solely for the mutual benefit of the parties hereto, and there is no intention, express or otherwise, to create any rights or interests for any party or person other than Facility and the Institution; without limiting the generality of the foregoing, no rights are intended to be created for any patient, student, parent or guardian of any student, spouse, next of kin, employer or prospective employer of any student.
- 5. Neither party is an agent, employee or servant of the other. The Regents, Institution, and the Facility acknowledge and agree that student participants in the A.L.E. are not employees of the Regents, Institution, or the Facility by reason of such participation, and that they assume no responsibilities as to the student participants that may be imposed upon an employer under any law, regulation or ordinance. Student participants shall in no way hold themselves out as employees of the Regents, Institution, or the Facility.
- 6. Facility and Institution acknowledge that protection of participants in the A.L.E. from exposure to bloodborne pathogens is the joint concern of Facility, Institution and the participant. Facility will make available to participants for use within the Facility 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 A.L.E. If the A.L.E. involves exposure to bloodborne pathogens, Facility shall provide participants with education regarding bloodborne pathogens appropriate to the participant's educational training at Facility, and, shall maintain documentation of such education. Institution shall, to the extent required 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. Facility will use its best efforts to appropriately test the source patient and to obtain that patient's consent to disclosure of test results to the Institution and participant.
- 7. This Memorandum of Understanding shall be governed by, construed and applied in accordance with the laws of the State of Georgia.
- 8. This Memorandum of Understanding shall supersede any and all previously executed Memoranda of Understanding between the parties for applied learning experiences.

### F. HIPAA COMPLIANCE:

Institution shall direct its participating students to comply with the policies and procedures of the Facility, including those governing the use and disclosure of individually identifiable health information under federal law, specifically 45 CFR parts 160 and 164. Solely for the purpose of defining the students' role in relation to the use and disclosure of Facility's protected health information, the students are defined as members of the Facility's workforce, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this Agreement. However, the students are not and shall not be considered to be employees of the Facility.

### AGREED TO BY:

The Board of Regents of the University System of Georgia by and on behalf of The University of Georgia College of Pharmacy Athens, Georgia 30602	CITY OF MONROE 215 N. Broad Street P.O. Box 1249 Monroe, Georgia 30655	
Michael F. Adams, Ph.D. President	(Name – Authorized Official)	
The University of Georgia	Title	
Date	Date	

# EXHIBIT A INSTITUTION AND FACILITY APPLIED LEARNING EXPERIENCE AGREEMENT

This is an agreement on the part of <u>CITY OF MONROE</u> (hereinafter referred to as the "Facility") and the Board of Regents of the University System of Georgia by and on behalf of **The University of Georgia**, **College of Pharmacy**, **Athens**, **Georgia** (hereinafter referred to as the "Institution").

WHEREAS, the Institution desires to obtain and the Facility desires to provide high quality applied learning experiences for the Institution's students, while at the same time enhancing the resources available to the Facility for the providing of care to its clients and patients, through the operation of an applied learning experience (hereinafter referred to as the "A.L.E.").

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1	l. This agre	eement appli	ies to the fo	ollowing	programs:
1		coment appn	ies to the re	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	programs.

Program

The University of Georgia College of Pharmacy – Doctor of Pharmacy Program

- 2. The Institution will use its best efforts to provide the Facility with information concerning the number of students, students' department/college, course of instruction, and dates of participation, thirty (30) days prior to the commencement of the A.L.E. When available, student names shall be provided prior to the students' participation at the Facility. The Institution shall provide the number of faculty participants and the faculty department/college at least fifteen (15) days prior to the commencement of the A.L.E. Although the Facility may decline the acceptance of student(s) or faculty, it will promptly notify the Institution of all students or faculty who are accepted into the A.L.E. Further, the Facility shall provide the Institution with written reasons for its non-acceptance of student(s) or faculty.
- 3. Upon receipt of the above information identified above in paragraph 1., the Facility shall designate the classroom or conference space, Facility personnel, and other facilities or equipment appropriate for the A.L.E. and agrees to inform the Institution of same. The Facility agrees to use its best efforts to provide additional facilities, equipment and personnel as reasonably requested by the Institution. The availability of additional facilities, equipment and personnel will be subject to availability, prior requests for those resources, and the Facility's obligations regarding operation of the Facility.
- 4. If preceptors are used as an integral part of the A.L.E., evaluation(s) by the Preceptor(s) will contribute to the evaluation of participating student practice competency. The Preceptors will have appropriate licenses and degrees. The following are specific Preceptor requirements.

Procentor

	8	<b>r</b>		
	Pharmacy	Appropriately licensed and in good standing with their Board		
5.	5. Institution students and faculty members have executed the following documents:			
	Check the applicable documents that have executed			
	AAuthorization for Relea	ase of Records and Information*		
	BApplied Learning Expe	erience Agreement		
	C. Agreement Concerning	Faculty Supervision of an Applied Learning Experience		

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While a sample copy of each document is attached hereto and hereby incorporated by reference, copies of each executed document are available upon request. \*All requests for student records must be addressed to the University of Georgia Office of Legal Affairs.

The following individuals will respectively serve as the faculty/staff representative(s) for the Institution and the contact person for the Facility: A. Institution Faculty/Staff Representative(s): Program: UGA College of Pharmacy – Pharm.D. Program Lori Duke, Pharm.D. Name(s): Address: **UGA** College of Pharmacy Athens, GA 30602-2351 Telephone Number: 706-542-5315 Fax Number: 706-542-6022 B. Facility Contact Person: Program: Name(s): Address: Telephone Number: Fax Number: In the event that an Institution or Facility contact person changes, the Institution or the Facility, as appropriate, hereby agrees to promptly notify the other party of such change. 7. It is understood and agreed that all terms and conditions forming a part of the Memorandum of Understanding by and between CITY OF MONROE and the Board of Regents of the University System of Georgia, by and on behalf of The University of Georgia College of Pharmacy dated October 1, 2012, are hereby incorporated by reference and shall remain in full force and effect during the term of this Agreement. 8. Unless sooner canceled as provided herein, the term of this agreement shall be for a period of three (3) years, commencing on October 1, 2012, and ending on September 30, 2015. This agreement may be renewed or amended at any time by mutual written consent of the parties. It may also be canceled at any time by either party upon not less than ninety (90) days written notice, but any students currently in an A.L.E. may complete the A.L.E. Name of Institution Name of Facility The Board of Regents of the University CITY OF MONROE System of Georgia by and on behalf of The 215 N. Broad Street University of Georgia College of Pharmacy P.O. Box 1249 Athens, Georgia 30602 Monroe, Georgia 30655 Michael F. Adams, Ph.D. (Signature - Authorized Official) President The University of Georgia Printed Name and Title

Date

8 Item # 2

Date

### AUTHORIZATION FOR RELEASE OF RECORDS AND INFORMATION

(hereinafter referred	to as the "Institution		gia or any of its member Institutions where I participate in or request to participate he "Facility").
RE:		(Print Name o	of Student)
permission and authinstitutions to release necessary by the Instable Facility where I par limited to the Facili information relative me and determining my permission to an of this release and determined the second secon	orize the Board of R e my educational rec- stitution, including by ticipate in or request ty (hereinafter referre to my health to the l my ability to perfor de authorize the Facilisclosure is to allow	egents of the Univer- cords and information to not limited to acade to participate in an a ed to as the "Facility Facility for the purporn m my assignments in lity to release the abo	perience and with respect thereto, I grant my risty System of Georgia or any of its member in its possession, as deemed appropriate and demic record and health information to any applied learning experience, including but not "). I further authorize the release of any oses of verifying the information provided by in the applied learning experience. I also grant ove information to the Institution. The purpose Institution to exchange information about my ming experience.
above stated person	(s)/entities, except to	the extent of any ac	ny time by providing written notice to the tion(s) that has already been taken in tial Records and Information."
experience. I further prior written author that this authorization and the F	r request that you do ity from me to do so, on shall continue in f acility, except to the	o not disclose any inf unless disclosure is force until revoked by	t my participation in the applied learning formation to any other person or entity without authorized or required by law. I understand y me by providing written notice to the (s) that has already been taken in accordance ion".
to not have a witnes hereby waive and fo my signature below	s to my signature be orfeit any right I mig	low. However, if the have to contest thi facsimile of this "Au	those specifically released above, I may elect ere is no witness to my signature below, I is release on the basis that there is no witness to athorization for Release of Records and
hereby certify that I I am legally compet or my parent and/or	am eighteen (18) ye ent to execute this "A guardian, have read ation"; and that I hav	ars of age or older, o Authorization for Re- carefully and unders	d understand them as they apply to me. I or my parent or guardian has signed below; that lease of Records and Information"; and that I, stand the above "Authorization for Release of urily signed this "Authorization for Release of
This the	day of	, 200	
ticipant Signature		_	Witness Signature
ticipant Name (Pleas	e Print)	_	Witness Name (Please Print)
ent / Guardian Signat	cure (if applicable)	_	Witness Signature
ent / Guardian Name	(Print if applicable)	<u> </u>	Witness Name (Please Print)

#### STUDENT APPLIED LEARNING EXPERIENCE AGREEMENT

In consideration for participating in an applied learning experience (hereinafter referred to as the "A.L.E.") at any Facility where I may participate in such an A.L.E. (hereinafter referred to as the "Facility"), I hereby agree to the following:

- 1. To follow the administrative policies, standards and practices of the Facility when in the Facility.
- 2. To report to the Facility on time and to follow all established regulations of the Facility.
- 3. To keep in confidence all medical, health, financial and social information (including mental health) pertaining to particular clients or patients.
- 4. To not publish any material related to my A.L.E. that identifies or uses the name of the Institution, the Board of Regents of the University System of Georgia, the Facility or its members, clients, students, faculty or staff, directly or indirectly, unless I have received written permission from the Institution, the Board of Regents of the University System of Georgia, and the Facility. However, the Facility hereby grants to the Institution the right to publish Institution administrative materials such as catalogs, course syllabi, A.L.E. reports, etc. that identify or uses the name of the Facility or its members, staff, directly or indirectly.
- To comply with all federal, state and local laws regarding the use, possession, manufacture or distribution of alcohol and controlled substances.
- 6. To follow Center for Disease Control and Prevention (C.D.C.) Universal Precautions for Bloodborne Pathogens, C.D.C. Guidelines for Tuberculosis Infection Control, and Occupational Safety and Health Administration (O.S.H.A.) Respiratory Protection Standard.
- 7. To arrange for and be solely responsible for my living accommodations while at the Facility.
- 8. To provide the necessary and appropriate uniforms and supplies required where not provided by the Facility.
- 9. To wear a name tag that clearly identifies me as a student.

Further, I understand and agree, unless otherwise agreed to in writing, that I will not receive any monetary compensation from the Board of Regents of the University System of Georgia, the Institution or the Facility for any services I provide to the Facility or its clients, students, faculty or staff as a part of my A.L.E.

Unless otherwise agreed upon in writing, I also understand and agree that I shall not be deemed to be employed by or an agent or a servant of the Institution, the Regents or the Facility; that the Institution, Regents and Facility assumes no responsibilities as to me as may be imposed upon an employer under any law, regulation or ordinance; that I am not entitled to any benefits available to employees; and, therefore, I agree not to in any way to hold myself out as an employee of the Institution, the Regents or the Facility.

I understand and agree that I may be immediately withdrawn from the A.L.E. based upon a lack of competency on my part, my failure to comply with the rules and policies of the Institution or Facility, if I pose a direct threat to the health or safety of others or, for any other reason the Institution or the Facility reasonably believes that it is not in the best interest of the Institution, the Facility or the Facility's patients or clients for me to continue. Such party shall provide the other party and the student with immediate notice of the withdrawal and written reasons for the withdrawal.

I understand and agree to show proof of professional liability insurance in amounts satisfactory to the Facility and the Institution, and covering my activities at the Facility, and to provide evidence of such insurance upon request of the Facility.

I further understand that all medical or health care (emergency or otherwise) that I receive at the Facility will be my sole responsibility and expense.

I have read, or have had read to me, the above statements, and understand them as they apply to me. I hereby certify that I am eighteen (18) years of age or older, or my parent or guardian has signed below; that I am legally competent to execute this Applied Leaning Agreement; and that I, or my parent and/or guardian, have read carefully and understand the above Applied Leaning Experience Agreement; and that I have freely and voluntarily signed this "Applied Learning Experience Agreement".

This theday of, 200	0
Participant Signature	Witness Signature
Participant Name (Please Print)	Witness Name (Please Print)
Parent / Guardian Signature (if applicable)	Witness Signature
Parent / Guardian Name (Print if applicable)	Witness Name (Please Print)

### FACULTY SUPERVISION APPLIED LEARNING EXPERIENCE AGREEMENT

In consideration for participating as an Applied Learning Experience (A.L.E.) educator of students participating in any Facility where I may participate as an A.L.E. educator (hereinafter referred to as the "Facility"), I hereby agree to the following:

- 1. To follow the administrative policies, standards and practices of the Facility when in the Facility.
- 2. To report to the Facility on time and to follow all established regulation of the Facility.
- 3. To keep in confidence all medical, health, financial and social information (including mental health) pertaining to particular clients or patients.
- 4. To not publish any material related to my participation as a supervisor in an applied learning experience that identifies or uses the name of the Institution, the Board of Regents of the University System of Georgia, the Facility or its members, clients, students, faculty or staff, directly or indirectly, unless I have received written permission from the Institution, the Board of Regents of the University System of Georgia, and the Facility. However, the Facility hereby grants to the Institution the right to publish Institution administrative materials such as catalogs, course syllabi, A.L.E. reports, etc. that identify or uses the name of the Facility or its members, staff, directly or indirectly.
- 5. To comply with all federal, state and local laws regarding the use, possession, manufacture or distribution of alcohol and controlled substances.
- 6. To follow Center for Disease Control and Prevention (C.D.C.) Universal Precautions for Bloodborne Pathogens, C.D.C. Guidelines for Tuberculosis Infection Control, and Occupational Safety and Health Administration (O.S.H.A.) Respiratory Protection Standard.
- 7. To arrange for and be solely responsible for my living accommodations while at the Facility.
- 8. To conform to the established standards and practices while training at the Facility.
- 9. To wear a name tag that clearly identifies me as a faculty member.

Further, I understand and agree that, unless otherwise agreed to in writing, I will not receive any monetary compensation from the Facility for any services I provide to the Facility or its clients or patients, as a part of my supervisory responsibilities at the Facility. Unless, otherwise agreed upon in writing, I also understand and agree that I shall not be deemed to be employed by or an agent or a servant of the Facility; that the Facility assumes no responsibilities as to me as may be imposed upon an employer under any law, regulation or ordinance; that I am not entitled to any benefits available to Facility employees; and, therefore, I agree not to in any way to hold myself out as an employee of the Facility.

I understand and agree that I may be removed from the Facility based upon a lack of competency on my part, my failure to comply with the rules and policies of the Institution or Facility, if I pose a direct threat to the health or safety or others or, for any other reason the Institution or the Facility reasonably believes that it is not in the best interest of the Institution, the Facility or the Facility's patients or clients for me to continue.

I understand and agree to show proof of professional liability coverage in amounts satisfactory to the Facility and the Institution pursuant to the terms and conditions of the Georgia Tort Claims Act (O.C.G.A. Û50-21-20 et seq.)., and covering my activities at the Facility; and to provide evidence of such coverage upon request of the Facility.

I further understand that all medical or health care (emergency or otherwise) that I receive at the Facility will be my sole responsibility and expense.

I further understand and agree that, subject to the Facility's overall supervisory responsibility for patient care, appropriately licensed Institution faculty members may provide such patient services at the Facility as may be necessary for teaching purposes; that the nature and scope of activities of Institution faculty members that may involve in any way patient care at the Facility shall be subject to the sole discretion of the Facility and to such conditions as the Facility may deem necessary in its sole discretion including, but not limited to, prior proof of professional liability coverage, appropriate licensure or certification, and compliance with all Facility rules, regulations, and policies. I further understand and agree that if faculty participation at the Facility other than as a Supervisor for the purpose of this applied learning experience is so authorized, it must not be a substitute for adequate staffing at the Facility.

I have read, or have had read to me, the above statements, and understand them as they apply to me. I hereby certify that I am eighteen (18) years of age or older, am legally competent, and that I have freely and voluntarily signed this "Agreement Concerning Faculty Supervision of Applied Learning Experience".

This the \_\_\_\_\_\_day of \_\_\_\_\_\_.

Witness Signature

Witness Name (Please Print)

Participant Signature

Participant Name (Please Print)