

Memorandum of Understanding
Between Fulton County and Georgia State University
Concerning their Affiliation for Student Training

This is a Memorandum of Understanding ("MOU" or "Agreement") between Fulton County, Georgia, on behalf of the Fulton County Senior Services Department (hereinafter, "Fulton County") and The Board of Regents of the University System of Georgia by and on behalf of Georgia State University (hereinafter, "Educational Institution").

WHEREAS, Fulton County, through the Department of Senior Services ("DSS"), is committed to improving quality of life by providing services through the development and coordination of programs and supportive services that encourage independence and enhance overall well-being for seniors, their caregivers, and the community served; and

WHEREAS, Educational Institution has pledged to advance the aims of the profession through education for excellence in applied research, social work practice, gerontology or other disciplines in the field of aging, by providing students the opportunity to observe and interact with professionals engaged in day-to-day activities in an agency or organization working with older adults or helping to meet the needs of the aging population, by undertaking collaborative projects, helping students gain occupational skills through hands-on work experience, and encouraging students to apply field-specific knowledge to their work settings; and

WHEREAS, Fulton County and Educational Institution desire to enter into this MOU to guide and direct their affiliation and working relationship to provide high quality applied learning experiences for students in the Educational Institution, while at the same time enhancing the resources available to Fulton County for providing services to its clients.

NOW, THEREFORE, in consideration of the mutual benefits to both parties, it is hereby agreed as follows:

A. General Understanding:

1. Neither party intends for this MOU to alter in any way their respective rights or their legal obligations to one another, to the students and faculty assigned to Fulton County, or as to any third party. This MOU shall not create a partnership, joint venture, or association between the Educational Institution, any of its students, and Fulton County.
2. The courses of instruction to be provided in the applied learning experience (the "Applied Learning Experience" or "ALE") will be of such content, and cover such period of time as may from time to time be mutually agreed upon by the Educational Institution and Fulton County. The starting and ending date for the ALE shall be agreed upon at least one month before the ALE commences. The parties agree that this MOU shall cover the activities and programs set forth in Exhibit A, attached hereto and incorporated herein.

3. The Educational Institution shall provide adequate written information to Fulton County regarding the number of students needed prior to the beginning of each semester and shall submit written schedules including the name of applicable students. The number of students designated for participation in the program will be mutually determined by written agreement of the parties and may, at any time, be altered by mutual written agreement. All student participants must be mutually acceptable to both the Educational Institution and Fulton County's staff and either party may withdraw any student from a program based upon perceived lack of competency on the part of the student, the student's failure to comply with rules and policies of the Fulton County Department of Senior Services, Fulton County, or the Educational Institution, or for any other reason where either party reasonably believes that it is not in the best interest of the program for the student to continue.
4. Neither party to this MOU shall discriminate pursuant to Title VI of the Civil Rights Act of 1964 with respect to race, age, sex, color, creed, or national origin; Title IX of the Educational Amendments of 1972; and relevant provisions of the Americans with Disabilities Act. Specifically, there shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, disability or handicap in either the selection of students for participation in the program, or as to any aspect of the professional training, provided, however, that with respect to disability or handicap, the disability or handicap must not be such as would, even with reasonable accommodation, in and of itself preclude the student's effective participation in the program.
5. The applicable provisions of Executive Order 11246, Section 503 of the Rehabilitation Act of 1973 and the Vietnam Veteran's Readjustment Assistance Act and applicable regulations thereunder are hereby incorporated by reference.
6. If any provision of this Memorandum of Understanding is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect.
7. All students must complete the Fulton County Criminal Background Release and Consent Form, which shall be provided to the Educational Institution, such that Fulton County may conduct a criminal background check on the participating student. No student shall commence their placement with Fulton County until the criminal background check is complete. The participating student shall be responsible for the reasonable costs associated with conducting the criminal background check. Any findings from the criminal background check may be used by Fulton County to determine eligibility of the student for the placement. Any decisions as to the eligibility of the subject prospective student shall be made at the full discretion of the Director of Senior Services or a specifically delegated employee.

B. Educational Institution Responsibilities:

1. Provide assistance in the development of ALE that is in keeping with the Educational Institution's objectives for field instruction and compatible with the services offered by Fulton County.
2. Use its best efforts to see that students selected for participation in the ALE are prepared for effective participation in the training phase of their overall education. Educational Institution shall retain ultimate responsibility for the education of its students.
3. Assign a faculty representative as liaison between Fulton County and the Educational Institution. Anyone assigned to Fulton County in connection with the operation of the ALE shall be appropriately licensed or certified and shall keep evidence of the licensure or certification on file with Fulton County at all times.
4. Prior to the commencement of an ALE, the Educational Institution shall, upon request and with proper authorization, provide responsible Fulton County officials with such student records as will adequately disclose the prior education and related experiences of prospective student participants, including but not limited to, information about students' background, education, personal qualities, interest, maturity, and learning tasks.
5. The Educational Institution shall notify participating students that they must obtain professional liability insurance to cover any actions either negligent or willful against any person stemming from the acts or omissions of the participating students. The Educational Institution shall assist the participating student in organizing and securing a professional liability policy for the activities to be conducted by the participating student at Fulton County. This insurance must cover the participating student for events that may occur while performing duties in their field practice, including but not limited to acts of negligence by the participating student and injury to the participating student. The policy shall provide a minimum amount of not less than \$1,000,000 per occurrence and no more than an annual aggregate of \$3,000,000. Fulton County must be a named additional insured on the insurance policy. No student shall participate in any activities at Fulton County without proof of such insurance coverage. Evidence of satisfactory insurance coverage must be provided prior to the participating student's start date at Fulton County and must cover the entire anticipated period of student activity at Fulton County. If that period should be extended, the insurance coverage must be likewise extended. Participating students are required to sign the Statement of Responsibility set forth in Exhibit B attached hereto and incorporated herein. The Educational Institution agrees to facilitate the delivery of the executed Statement of Responsibility to Fulton County.
6. Make a minimum of one (1) visit each term a student is in placement to observe the student's activities at Fulton County and shall make additional visits as needed or upon request by the Fulton County.
7. Be on call in emergency situations involving students.

8. Encourage student compliance with Fulton County's rules, regulations and procedures, and use its best efforts to keep students informed as to the same and any changes therein. Specifically, the Educational Institution will keep each participating student apprised of his or her responsibility to:
 - (a) Follow the administrative policies, standards and practices of Fulton County when the student is placed at Fulton County.
 - (b) Provide the necessary and appropriate uniforms and supplies required when not provided by Fulton County.
 - (c) Report to Fulton County on time and to follow all established regulations during the specified placement hours.
 - (d) Conform to established standards and practices while training at Fulton County.
 - (e) Keep in confidence all medical and health information pertaining to Fulton County clients. The Educational Institution will instruct participating students that they must comply with the policies and procedures of Fulton County regarding client confidentiality, 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 protected health information, participating students are defined as members of Fulton County's workforce, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this Agreement. However, such students are not and shall not be considered to be employees of Fulton County.
9. Provide instructional development for Supervisors who request additional techniques or training in field teaching.
10. Have 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.
11. The Educational Institution shall not use any names, service marks, trademarks, trade names, logos, or other identifying names, domain names or identifying marks of Fulton County without, in each case, the prior written consent of Fulton County.

C. Fulton County Responsibilities:

1. Assist in the development of learning experiences for the student(s) in accordance with the professional and educational objectives of the Educational Institution.
2. Provide adequate physical space and clerical assistance for the students.

3. Allow appropriately licensed Educational Institution faculty liaison opportunities to evaluate student reports and records developed at Fulton County. The nature and scope of activities of Educational Institution faculty members that may involve in any way patient care at Fulton County shall be subject to the sole discretion of Fulton County and to such conditions as Fulton County 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 Fulton County rules, regulations, and policies.
4. Comply with equal opportunity statutes and regulations.
5. Retain responsibility for the care of its clients and maintain administrative and professional supervision of students insofar as their presence and program assignments or research affect the operation of Fulton County and its care, direct or indirect, of its clients. No provision of this MOU shall prevent any Fulton County client from requesting not to be a teaching client or participant of a research project or prevent any member of Fulton County's staff from designating any client as a non-teaching client.
6. Comply with FERPA (Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g) and will not access or make any disclosures of student educational records to third parties without prior notice to and consent from Educational Institution or as otherwise provided by law.

D. Mutual Responsibilities:

1. Personnel of Fulton County and the Educational Institution designated to supervise the student program shall meet at such times as shall be agreed upon by such personnel, which shall be no less than once per year, for the purpose of conducting an ongoing evaluation of the program and participants. The Educational Institution shall request all participants in the student program to evaluate their experience in the program and shall provide Fulton County with full information concerning such evaluation.
2. The parties will work together to maintain an environment of quality learning experiences and quality client care. At the instance of either party, a meeting or conference will be promptly held between Educational Institution and Fulton County representatives to resolve any problem which may arise or to develop any improvements in the operation of the program.
3. 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 interest for any party or person other than Fulton County and the Educational Institution. Without limiting the generality of the foregoing, no rights are intended to be created for any client of Fulton County, parent or guardian of any student, spouse, next of kin, employer or prospective employer of any student.
4. No student or Educational Institution faculty, while participating in the ALE, shall be deemed an employee of Fulton County. No student or faculty will be covered under the

Fulton County's Workers' Compensation, or health or professional liability insurance policies. The Educational Institution and Fulton County are independent contractors under the MOU. Neither party is an agent, employee or servant of the other.

5. Unless sooner cancelled as provided below, the term of this affiliation for training shall commence on May 23, 2022 and end on May 31, 2023. This working relationship may be renewed by mutual written consent of the parties. This MOU may be terminated at any time by either party, with or without cause, upon not less than ninety (90) days written notice in advance of the next ALE. Such notice shall be delivered by hand or certified mail-return receipt requested.
6. This MOU shall be governed by, construed and applied in accordance with the laws of the State of Georgia.
7. This MOU shall supersede any and all previously executed memoranda of understanding between the parties for the applied learning experience.
8. This MOU may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original without the production of any other counterpart. Any signature delivered via facsimile or other electronic means shall be deemed an original signature hereto.
9. Both the Educational Institution and Fulton County shall retain all records relating to this Agreement during the term of this Agreement and for a period of five (5) years after the completion of the subject student's placement. The records will be made available upon request to the other party upon reasonable notice.

Signature page follows

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals this the _____ day of _____ 20____.

FULTON COUNTY, GEORGIA

(Educational Institution)

Robert L. Pitts, Chairman
Board of Commissioners

Nicolle Parsons-Pollard
Senior Vice President for Academic
Affairs and Provost

ATTEST:

ATTEST:

Tonya Grier
Clerk to the Commission

Secretary/
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

Ladisa Onyiliogwu, Director
Department of Senior Services

EXHIBIT A

Approved Programs

1. Applied learning experiences for students in any field of study (undergraduate or graduate) at Georgia State University applicable to the field of aging (e.g. social work practice, gerontology, public health).
2. Research recruitment activities for the study entitled “Double Blind Randomized Control Trial on the Effect of Evidence-Based Suicide Intervention Training on the Home-Delivered and Congregate Nutrition Program through the Atlanta Regional Commission (“ARC”).
3. Research activities pursuant to an IRB-approved protocol with the written consent of the Director of the Fulton County Department of Senior Services.

EXHIBIT B

STATEMENT OF RESPONSIBILITY

For and in consideration of the benefit provided the undersigned in the form of experience in a clinical setting at Fulton County Senior Services Department ("Fulton County"), the undersigned and his/her heirs, successors and/or assigns do hereby covenant and agree to assume all risks and be solely responsible for any injury or loss sustained by the undersigned while participating in the Applied Learning Experience operated by Georgia State University at Fulton County.

Student Participant Name: _____

Signature: _____

Date: _____

Parent or Legal Guardian Name (if participant is under 18): _____

Signature: _____

Date: _____