

## SCHOOL AFFILIATION AGREEMENT

This School Affiliation Agreement (the "Agreement") is made this 18<sup>th</sup> day of December, 2018 ("Effective Date") by and between The Board of Regents of the University System of Georgia by and on behalf of Georgia State University ("School") and Memorial Hermann Health System d/b/a Memorial Hermann - Texas Medical Center and Children's Memorial Hermann Hospital ("Hospital").

### WITNESSETH:

WHEREAS, it is agreed by the parties to be of mutual interest and advantage that the students and faculty of School be given the opportunity to utilize Hospital as a setting for educational purposes:

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and premises hereinafter contained, the parties agree as follows:

1. Field of Study; Faculty. Hospital will permit students of School to study the health care fields specified in Exhibit A under the direct supervision and responsibility of the faculty member(s) of School or under the supervision of Hospital staff, if so agreed between the parties. School's faculty will coordinate with the hospital liaison designated by Hospital with respect to the activities of the students and dates of clinical experience at Hospital.
2. Policies and Patient Care. Hospital retains the right to refuse acceptance and to request the removal of any student or faculty member from the Hospital for failure to follow Hospital rules, regulations or policies, or for the safety and well-being of patients, and School shall promptly comply with such request. Hospital shall remain at all times responsible for the content and quality of hospital care provided to Hospital's patients, it being the intent of the parties that this Agreement is for academic purposes only and not for the receipt of services from School's students or faculty.
3. Students. The number and distribution of students between the divisions of Hospital and their activities will be mutually agreed upon between School and Hospital at the beginning of each semester or other academic period or segment.
4. Term. The period of assignment of students to Hospital shall be during regular School academic sessions, except in the instance of special arrangements, such as workshop participants. This Agreement shall be in effect from the Effective Date for a period of three (3) years thereafter ("Term"). Either party may terminate this Agreement for any reason by giving the other party sixty (60) days written notice provided, however, students currently assigned to Hospital shall be allowed to complete their clinical rotation.
5. Non-Discrimination. School and Hospital will not discriminate against any applicant for enrollment or clinical rotation because of race, color, creed, national origin or handicap.
6. Hospital Liaison. Hospital shall appoint a qualified hospital liaison (with appropriate credentials as identified by program accreditation guidelines) to coordinate with School's faculty and assist, as requested, with evaluation of student performance during and at the completion of the student's assignment. The representatives of School and Hospital shall meet as often as necessary to implement the terms of this Agreement and make such suggestions and changes as are needed.
7. Insurance. Unless otherwise agreed by the parties, in writing, School will notify participating students that they must procure and maintain throughout the term of this Agreement, professional liability

insurance in minimum amounts of One Million Dollars (\$1,000,000.00) per occurrence or per claim and Two Million Dollars (\$2,000,000.00) in the aggregate which shall cover all their activities at Hospital. Prior to the student beginning their program at Hospital, student shall provide Hospital with a Certificate of Insurance evidencing such coverage. School is a self-insured state entity. School faculty members are insured pursuant to the terms of the Georgia Tort Claims Act and the Georgia Broad Form Insurance. School shall provide Hospital with a Certificate of Insurance prior to student placements.

8. Regulatory Compliance. School represents to Hospital that, prior to assignment to Hospital, a student will have (1) had the following immunizations: Hepatitis B, MMR, Varicella, Tdap (tetanus, diphtheria/acellular pertussis), and the appropriate seasonal immunization for influenza; (2) proof of negative TB infection; (3) negative hepatitis C status; (4) will have passed a criminal background check; and (5) is not a person listed as excluded in the Federal, Texas or School's state specific exclusion databases with respect to government-sponsored health benefit programs, and is not listed as an excluded party by the Federal System of Award Management.

9. Independent Contractors. It is mutually understood and agreed that all faculty, students and other personnel of School are independent contractors with respect to Hospital. No faculty member, student or other person furnished, employed, or selected by School shall for any reason be deemed to be an employee, agent, ostensible or apparent agent, or servant or borrowed servant of Hospital. However, for HIPAA purposes only, students shall be considered part of Hospital's enterprise workforce.

10. Fees and Expenses; Facilities; Student Injury and Illness.

(a) Hospital will not charge School any fees for clinical experience opportunities afforded students.

(b) Students will be responsible for their own meals, laundry, transportation, and parking.

(c) Hospital will provide School's students and faculty with the space for conference and classroom areas for student teaching, as available at Hospital.

(d) Hospital will provide lounge and locker space for students and faculty, as available at Hospital.

(e) Hospital will allow students and faculty members of School to utilize Hospital's eating facilities at their own expense.

(f) Hospital strongly recommends that all students carry a policy of personal health insurance that will protect the student in the event the student is injured or acquires an illness during the student's rotation at Hospital. In an emergency situation Hospital will provide emergency care to a student; however, the student is responsible for paying the costs associated with providing such emergency care.

11. Compensation. The salaries and benefits expenses of any faculty instructors, supervisors, or other employees or agents of School will be paid by School. School agrees that members of its faculty can, without compensation by Hospital, serve on committees of Hospital when reasonably requested by Hospital.

12. Confidentiality. School agrees that all information pertaining to Hospital and all patients and physicians is confidential, and students and faculty members and other School representatives receiving information regarding such matters shall utilize such solely for treatment and education purposes and shall keep such information confidential in all circumstances, respecting the rights of the patients and Hospital and physicians. School shall require its students and faculty members to execute the written statement, attached hereto as Exhibit B, requiring such information be kept confidential.

13. FERPA. For purposes of this Agreement and pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA) (20 U.S.C §1232g; 34 CFR Part 99), School hereby designates Hospital as a school official with a legitimate educational interest in the educational records of the students who participate in the program to the extent that access to the records are required by Hospital to carry out the purposes of this Agreement. Hospital agrees to maintain the confidentiality of the educational records in accordance with the provisions of FERPA.

14. Notice. Service of all notices under this Agreement shall be sufficient if mailed to the party involved at its respective address set forth in the preamble, by certified mail, return receipt requested. Notice shall be effective when deposited in the United States mail, postage prepaid, addressed to the appropriate party as follows:

HOSPITAL:

Memorial Hermann-Texas Medical Center  
6411 Fannin St, Jones 490  
Houston, TX 77030  
Attention: A.Chowdhury, PTA, CCCE

SCHOOL:

Kelli Nowviskie  
Dean's Office Administrator  
Byrdine F. Lewis College of Nursing & Health Professions  
Georgia State University  
PO Box 3995  
Atlanta, GA 30302-3995

With copy to:

Office of Legal Affairs  
Georgia State University  
P.O. Box 3987  
Atlanta, GA 30302-3987  
Attn: University Counsel

15. Superseding Agreement. This Agreement supersedes and replaces in all respects all previous agreements between the Parties addressing the same subject matter of affiliation.

[Signatures are on the following page]

EXECUTED by the authorized representatives of the parties:

SCHOOL:

By: Risa Palm  
Name: Risa Palm  
Title: SVP of Academic Affairs + Provost  
Date: 15 Feb., 2019

HOSPITAL:

By: Karen K. Myers  
Name: Karen K. Myers  
Title: VP & CNO  
Date: 1/23/2019

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: Des Fuchs  
Name: Des Fuchs  
Title: Director of Rehab  
Date: 1/28/19

Approved as to Legal Form Only  
On behalf of MHHS:

By: Kristin Tiller  
Kristin Tiller, JD  
Assistant General Counsel

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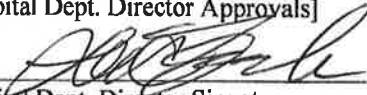
**EXHIBIT A**

The following Programs of School may assign Students for clinical and educational experience at Hospital under the terms of the Affiliation Agreement.

[List Program(s) Below]

[Hospital Dept. Director Approvals]

1. Physical Therapy

  
Hospital Dept. Director Signature

2. \_\_\_\_\_

\_\_\_\_\_  
Hospital Dept. Director Signature

3. \_\_\_\_\_

\_\_\_\_\_  
Hospital Dept. Director Signature

4. \_\_\_\_\_

\_\_\_\_\_  
Hospital Dept. Director Signature

5. \_\_\_\_\_

\_\_\_\_\_  
Hospital Dept. Director Signature

6. \_\_\_\_\_

\_\_\_\_\_  
Hospital Dept. Director Signature

**EXHIBIT B**

**Memorial Hermann Health System  
Student/Intern/Resident/Fellow Confidentiality Agreement**

**IMPORTANT:** Please read all sections. If you have any questions, please ask before signing.

**1. Confidentiality of Patient Information.** I understand and acknowledge that: (i) services provided to patients are private and confidential; (ii) to enable such services to be performed, patients provide personal information with the expectation that it will be kept confidential and used only by authorized persons as necessary; (iii) all personally identifiable information provided by patients or regarding medical services provided to patients, in whatever form such information may exist, including oral, written, printed, photographic and electronic formats (collectively, the "Confidential Information") is strictly confidential and is protected by federal and state laws and regulations that prohibit its unauthorized use or disclosure; and (iv) in the course of my association with Memorial Hermann Health System, I may be given access to certain Confidential Information.

**2. Disclosure, Use and Access.** I agree that, except as authorized in connection with my assigned duties, I will not at any time use, access or disclose any Confidential Information to any person (including but not limited to co-workers, friends and family members). I understand that this obligation remains in full force during the entire term of my rotation and continues in effect after such association terminates.

**3. Confidential Policy.** I agree that I will comply with confidentiality policies that apply to me as a result of my association.

**4. Return of Confidential Information.** Upon the termination of my association for any reason, or at any other time upon request, I agree to promptly return to Memorial Hermann Health System all copies of Confidential Information then in my possession or control (including all printed and electronic copies).

**5. Periodic Certification.** I understand that I am required to certify each year that I have complied in all respects with this Agreement.

**6. Remedies.** I understand and acknowledge that: (i) the restrictions and obligations I have accepted under this Agreement are reasonable and necessary in order to protect the interests of patients and Memorial Hermann Health System. I therefore understand that Memorial Hermann Health System may prevent me from violating this Agreement by any legal means available, in addition to corrective measures, which may result in accordance with applicable policies and collective bargaining agreements.

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_