

Please complete all sections of this form.

Division/Section: Human Genetics

Date: 8/27/20

Requestor: Ken Loud

Phone#: 404-778-8553

E-Mail: kloud@emory.edu

SECTION I – CLASSIFICATION *(One Contract Class Per Form)*

Vendor/Contracting Party:

Board of Regents of the University System of Georgia by and on behalf of Georgia State University

Term of Contract: 3 years

Date Begins: 10/01/2020

Classification: **Service Contract/Repairs**

- 68300 Furniture & Equipment
- 68310 X-ray Equipment
- 68320 D.P. Hardware
- 68330 D.P. Software

Purchased Service

- 73400 Consulting
- 73610 Transcription

_____ Other: _____

Rent/Lease

- 64110 Space
- 66100 Medical Equipment
- 66500 Office Equipment
- 66600 D.P. Hardware

License Agreements

- 61460 Software

Other

Clinical Training Agreement

- Physician Employment Agreement
- Practice Acquisition Contract

SECTION II – PURPOSE OF CONTRACT

Purpose of Contract: Genetic metabolic nutrition training for GSU dietitian interns

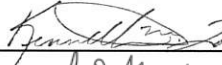
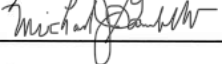


SECTION III – CONTRACT STATUS

Is this contract a renewal? YES NO

Is this contract utilizing a pre-approved contract template? YES NO

SECTION IV – APPROVAL

Signature and Date Required

<input type="checkbox"/> Section Administrator/Division Manager	 8/27/20
<input type="checkbox"/> Section Head/Division Head/ESA VP	 31 Aug 2020
<input type="checkbox"/> IS Review <i>(if contract involves IS support or involvement in any manner)</i>	
<input type="checkbox"/> Office of General Counsel <i>(if not using a pre-approved contract template)</i>	
<input type="checkbox"/> Office of Risk & Insurance Services	 9/8/2020
<input type="checkbox"/> Other:	
<input type="checkbox"/> Chief Operating Officer	 9/8/20
<input type="checkbox"/> Clinic Director	

August 17, 2020

Byrdine F. Lewis College of Nursing and Health Professions
Georgia State University

(404) 413-1100
(404) 413-1090 fax

MEMORANDUM TO: Wendy F. Hensel
Senior Vice President for Academic Affairs and Provost

We recommend for your approval and execution the attached (check one):

Affiliation Agreement/Amendment

With Emory Metabolic Nutrition Program
for the Byrdine F. Lewis College of Nursing & Health Professions

COMMENTS: The attached agreement meets all of the standards prescribed by the Board of Regents for affiliation agreements used to cover the training of students by their respective institutions. The attached agreement is considered contractually sound and adequate. The undersigned are in full agreement, and affirm and accept the specificity of each and every clause of the agreement. Upon the completion of your execution, please return all copies of the agreement to the Lewis College of Nursing and Health Professions Dean's Office for appropriate action to complete and distribute the copies.

8/17/2020
Date

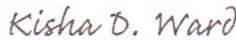

Kelli Nowviskie, Dean's Office Administrator

8/17/2020
Date


Anthony Roberts, College Administrative Office

We concur in the above recommendation:

August 20, 2020
Date


Legal Affairs

Department contact:
Kelli Nowviskie
Byrdine F. Lewis College of Nursing & Health Professions
Georgia State University
P.O. Box 3995
Atlanta GA 30302-3995

Telephone: 404.413.1084
Email: knowviskie@gsu.edu

**AFFILIATION AGREEMENT
FOR CLINICAL TRAINING OF GEORGIA STATE STUDENTS
AT THE EMORY CLINIC**

This Affiliation Agreement (“Agreement”) is between **The Emory Clinic, Inc. on behalf of its Department of Human Genetics/Emory Metabolic Nutrition Program** (hereinafter referred as “Emory”) and the **Board of Regents of the University System of Georgia by and on behalf of Georgia State University**, hereinafter referred to as the “Institution.”

A. PURPOSE:

- 1) The purpose of this Affiliation Agreement is to guide and direct the parties respecting their affiliation to provide high quality clinical learning experiences for students in the Institution’s Department of Nutrition education program.
- 2) Neither party intends for this Affiliation Agreement to alter in any way their respective legal rights, or their legal obligations to the students and faculty assigned to Emory, or to any third party.

B. GENERAL UNDERSTANDING:

- 1) The clinical education experiences to be provided 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 Emory. The starting and ending date for each program will be agreed upon before the program begins but will be subject to the final approval of Emory.
- 2) The number of students designated for participation in a clinical education experience 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, 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 the rules and policies of Emory or the Institution, or for any other reason that causes either party to reasonably believe that it is not in the best interest of the program for the student to continue.
- 3) Unless sooner cancelled as provided below, the term of this Agreement will commence on **October 1, 2020** and will end on **September 30, 2023**. Thereafter, this Agreement may be renewed by mutual written consent of the parties. It may also be cancelled at any time by either party upon not less than ninety (90) days written notice. Students enrolled in clinical programs at Emory at the time of termination shall be allowed to complete their current clinical education experience, and the parties agree that the terms of this Agreement will remain in effect with respect to such students until completion of their education experience.

C. EMORY RESPONSIBILITIES:

- 1) Emory will assign a staff representative as liaison between Emory and the Institution (the “Emory Liaison”).
- 2) Emory will retain responsibility for the care of patients and will maintain administrative and professional supervision of students insofar as their presence and program assignments affect the operation of Emory and its care, direct and indirect, of patients.

- 3) Emory will provide adequate clinical facilities for participating students in accordance with the clinical objectives developed through cooperative planning by the Institution's faculty and Emory's staff.
- 4) Emory shall make available to students, as appropriate for the students' participation in the clinical education experience, all personal protective equipment, including gloves, gowns, masks, and other supplies necessary to comply with the Centers for Disease Control Universal Precautions for Blood-borne Pathogens.
- 5) Emory will use reasonable efforts to make conference space and classrooms available as may be necessary for teaching and planning activities in connection with clinical education experiences.
- 6) Emory staff will, upon request, assist the Institution in the evaluation of the learning and performance of participating students. Any evaluation of students by Emory will relate only to the general student participation in the clinical education program and will in no way be construed as a certification by Emory as to the competence of any student or a representation by Emory of any student's ability or competence in connection with the practical implementation of any knowledge gained through the program.
- 7) Emory will provide the orientation of the Institution's faculty representative(s), if applicable, and participating students as to the facilities, philosophies, rules, regulations and policies of Emory.
 - a. Institution's faculty will be required to complete all orientation activities.
 - b. Institution's faculty will be responsible to ensure that each student completes all orientation activities.
- 8) All medical or health care (emergency or otherwise) that a student or faculty member receives at Emory will be at the expense of the individual involved. However, nothing in this Agreement will be deemed to require Emory to provide any such care.
- 9) Emory expressly reserves the right to immediately suspend and remove from any of its facilities any of Institution's faculty or students who fail to obey Emory's policies, rules, regulations and procedures or whenever, in the judgment of Emory, such removal shall serve the best interests of Emory and its patients.

D. INSTITUTION RESPONSIBILITIES:

- 1) Institution shall provide an administrative framework and shall appoint its qualified employees (such employees of Institution may sometimes be referred to herein as "faculty", "faculty member(s)", "on-site faculty", "staff", and/or "staff member(s)" adequate in number, qualifications and competence to develop and carry forward its courses in the Programs. Institution shall also be responsible for planning and implementing the clinical learning experience by selection, counseling and evaluation of its faculty, personnel and students. The name and contact information for said representative(s) will be provided to Emory or Emory's designee(s) prior to the start of every clinical learning experience.
- 2) Institution shall provide a supervisory staff member whose responsibility shall be to: (a) coordinate the clinical experience of all clinical learning experiences; (b) verify student's completion of Emory-approved orientation requirements; (c) facilitate the adequate exchange of information between Institution faculty and Emory staff; (d) communicate changes in Emory policies and programs to Institution and to all students; (e)

communicate educational standards and requirements applicable to the learning experience; (f) communicate and acknowledge in writing any student incidents that may arise at Emory including, but not limited to, unprofessional behavior and license-related issues; and (g) if applicable, assure that any Institution faculty who provide in-person supervision of students at Emory complete all insurance, vaccination and orientation requirements .

- 3) When Institution faculty will not provide on-site or in-person supervision, the Institution shall arrange, in cooperation with Emory, for the Emory Liaison to communicate with Institution's faculty as mutually agreed upon by the parties while such students are participating in the clinical education program at Emory.
- 4) Although the Institution may assign faculty to Emory to supervise or evaluate participating students, no faculty member of the Institution will render patient care at Emory unless specifically authorized in advance by Emory. If faculty participation in patient care is so authorized, it may be rendered only as necessary for teaching purposes and is subject to any conditions imposed by Emory in its discretion. The Institution shall not assign any faculty member to Emory in connection with the operation of the clinical training program who is not appropriately licensed and credentialed and will make available evidence of the licensure of all assigned faculty to Emory at any time. The parties acknowledge that all of the Institution's faculty are employees of the Institution, unless otherwise agreed upon in writing.
- 5) The educational programs and maintenance of the standards of instruction required for accreditation shall be the sole responsibility of the Institution. The Institution shall maintain accreditation through its accrediting organization throughout the term of the Agreement.
- 6) The Institution shall ensure that each student selected for clinical training at Emory will have received a high school diploma or GED and is currently enrolled in good standing at Institution. Institution shall use its best efforts to select students for participation in the clinical training program who are prepared for effective participation in the clinical training phase of their education. Only students who have satisfactorily completed the prerequisite didactic portion of their curriculum will be selected for participation in the program. Institution shall provide course objectives/ competencies to the department hosting the rotation prior to the commencement of said rotation. The Institution will retain ultimate responsibility for the education of its students.
- 7) Prior to the commencement of a clinical training program, the Institution shall provide responsible Emory officials with such student records as is necessary to adequately disclose the prior education and related experiences of prospective student participants, provided such information is exchanged in compliance with the Family Educational Rights and Privacy Act of 1974, as amended ("FERPA").
- 8) The Institution shall ensure and provide documentation that all students and on-site faculty shall meet and comply with all applicable health assessment standards as established by any applicable governmental authority and Emory policy for each clinical program area ("Health Standards") prior to commencement of a clinical training program and at no cost to Emory. Emory shall have the right to terminate the Agreement or remove or terminate any student or on-site faculty for failure to comply with the Health Standards or if the student's or faculty's health status is detrimental to or threatens the health and/or safety of Emory patients or staff as determined by Emory. Health Standards are further described in "Exhibit A", attached hereto and incorporated herein by reference. Emory may revise the Health Standards by providing written notice to the

Institution. Proof of compliance with Health Standards shall be provided to Emory by Institution and uploaded to Emory's preferred student tracking system and maintained per Emory document retention policy. The Institution shall advise each student and faculty member that any expenses resulting from illness or injury occurring during his/her experience at Emory are the responsibility of that individual and shall require all participating students to obtain health/accident insurance. The Institution shall provide accident/health insurance coverage for faculty members or require faculty members to obtain such insurance. Evidence of health/accident insurance coverage must be provided to Emory before the students and faculty members arrive at Emory.

- 9) The Institution shall require any student or faculty, to notify Emory if within thirty (30) days prior to starting the clinical learning experience, they have: i) traveled to another county; or ii) had any contact or exposure to an individual who is ill and has traveled in another country.
- 10) The Institution shall not allow any student or faculty to participate in a clinical learning experience if the individual: i) has been exposed to chicken pox, measles, mumps or influenza within thirty (30) days of a clinical learning experience; ii) has had fever, pink eye, vomiting, diarrhea, cough, congestion/runny nose/cold, skin sores or rash within 72 hours of participating in a clinical learning experience; and iii) had any chronic cough (more than three (3) weeks, night sweats, unexplained fevers, loss of appetite, sudden weight loss, blood tinged secretions from the nose or mouth or bloody cough.
- 11) Institution shall require each participating student obtain a Criminal Background Check for review by designated Emory staff member prior to acceptance for the student clinical experience. In addition, the Institution shall require each participating student obtain a 12 panel Drug Screen for review by designated Emory staff member prior to acceptance for the student clinical experience. The Institution shall direct the student to www.advantagestudents.com to fulfill the above requirements, the results of which must be posted for review on www.advantagestudents.com four weeks prior to the start date of the clinical experience.
- 12) The Institution shall require student and faculty compliance with Emory'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 shall 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 Emory when in an Emory facility including, but not limited to, as applicable, the *Ethical and Religious Directives for Catholic Health Care Services* promulgated by the National Conference of Catholic Bishops (as revised from time to time) and the Standards of the Joint Commission on Accreditation of Healthcare Organization ("JCAHO") and other accreditation agencies.
 - b) To provide the necessary and appropriate uniforms and supplies required where not provided by Emory.
 - c) To report to Emory on time and to follow all rules and regulations of Emory.
 - d) To comply with federal and state laws, including but not limited to the Health Insurance Portability and Accountability Act of 1996 and the federal regulations issued thereunder (collectively "HIPAA"), regarding the confidentiality of all medical, health, financial and social information (including mental health) pertaining to particular clients or patients.
 - e) To wear a name tag that clearly identifies him/her as a student or faculty member.

- f) To refrain from publishing any material related to the clinical education experience that identifies Emory University, The Emory Clinic, Emory University Hospital, Emory University Hospital Midtown, Emory University Orthopedic and Spine Hospital, Emory Saint Joseph's Hospital, Emory John's Creek Hospital, Emory Specialty Associates, DeKalb Regional Health System, Inc. or Wesley Woods Center or their patients or staff, directly or indirectly, or use the name of Emory University, The Emory Clinic, Emory University Hospital, Emory University Hospital Midtown, Emory University Orthopedic and Spine Hospital, Emory Saint Joseph's Hospital, Emory John's Creek Hospital Emory Specialty Associates, DeKalb Regional Health System, Inc. or Wesley Woods Center, without first obtaining written approval from Emory.
 - g) To comply with all federal, state and local laws regarding the use, possession, manufacture or distribution of alcohol and controlled substances.
 - h) 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 Standards.
- 13) The Institution shall obtain from each student participating in the program written consent under FERPA, sufficient to permit a full and free exchange of information between the Institution and Emory for the purpose of evaluating a student's qualifications and performance during clinical training. The Institution shall retain all required consents, Emory will have the right to rely on such consents and to obtain copies of such consents upon request. If the student declines to sign such a consent, the student will be unable to enter the clinical training program.
- 14) It is the sole responsibility of the Institution and its student to arrange for the student's living accommodations while at Emory.
- 15) As a condition for participation, each student must execute the Authorization to Release Student Records and the Student Agreement Concerning Clinical Training and, if applicable, each faculty member must execute the Agreement Concerning Faculty Supervision of Clinical Training. Sample copies of each of the foregoing are attached to this Agreement and incorporated by reference. The Institution shall provide copies of each of these executed documents at any time upon the request of Emory.
- 16) 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.
- 17) The Institution shall ensure that its faculty have current worker's compensation insurance coverage. The Institution is solely responsible for paying its participating faculty and for processing all applicable payroll deductions for them
- 18) Institution shall ensure that participating students secure and maintain at all times during the term of the Agreement, at their sole expense, appropriate general and professional liability insurance coverage in amounts of at least \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate with insurance carriers or self-insurance programs satisfactory to Emory. Institution faculty members will be provided general and professional liability coverage pursuant to the terms and conditions of the Georgia Tort Claims Act (O.C.G.A. § 50-21-20 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. Should any of the insurance policies be written on a claims-made basis, insurance requirements shall survive the expiration of this Agreement and extended coverage shall be afforded for at least two (2) years after the expiration of this Agreement. This paragraph will survive the termination of this Agreement

E. **MUTUAL RESPONSIBILITIES; MISCELLANEOUS:**

- 1) To the extent provided by law, each party will be responsible for its own acts or omissions, as well as those of its respective agents and employees for any and all third-party claims, liabilities, injuries, suits and demands and expenses which result from or arise out of the negligence of such party, or its employees. The parties intend to cooperate in the defense of any such claim; however, each party shall have the right to take any and all actions necessary to protect its interest. This provision is not a waiver of sovereign immunity or of any other legal defense and shall survive the termination of this agreement.
- 2) There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, veteran's/national guard/reserve status or disability in either the selection of students for participation in the program, or as to any aspect of the clinical training; 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 program.
- 3) The parties shall work together to maintain an environment of quality clinical learning experiences and quality patient care. At the request of either party, a meeting or conference will be held between Institution and Emory representatives to resolve any problems or develop any improvements in the operation of the clinical training program(s).
- 4) Before students begin the training program at Emory, the Institution shall provide the students with basic training regarding confidentiality of protected health information under the HIPAA, and Emory shall provide students with specific training in Emory's HIPAA policies upon student's arrival at Emory.
- 5) Independent Contractors; No other Beneficiaries; Employment Disclaimer. At all times during the term of this Agreement, the relationship between Institution and its faculty or students and Emory shall be that of independent contractors, and this Agreement shall not be considered to form any type of partnership, agency, employment relationship or joint venture between them or between the parties. Each party shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits for its employees. No student shall look to Emory for any salaries, insurance or other benefits. No student or other third person is entitled to, and shall not, receive any rights under this Agreement. Neither party shall have the right or authority nor hold itself out to have the right or authority to bind the other party and neither shall either party be responsible for the acts or omissions of the other except as provided specifically to the contrary herein.
 - (a) Each Party acknowledges that participating Students will not be considered employees or agents of Emory for any purpose. Participating students will not be entitled to receive any compensation or any benefits of employment from Emory, including health care or workers' compensation benefits, vacation, sick time, or other direct or indirect benefit of employment.

- (b) If any student is at any time also an employee of Emory, then Emory acknowledges and shall advise such student that when present at Emory for student rotations under this Agreement, students are not employees of Emory, and shall not act in their capacity as employees of Emory, and students shall have no entitlement against Emory for Social Security benefits, Workers' Compensation benefits, salaries, retirement, or any other employment benefits of any kind in connection with student rotations performed under this Agreement.

(i) Institution shall ensure that the students' clinical education experiences under the Agreement remain separate and distinct from and do not overlap with the Student's employee duties. Institution shall and shall ensure that the students track dates and times of clinical learning experiences as separate from the student's employment duties. The Institution acknowledges and shall advise students that when present at Emory for a clinical education experience under this Agreement, the students are not Emory employees, shall not act in their capacity as Emory employees, and shall have no entitlement against Emory for Social Security benefits, Workers' Compensation benefits, liability insurance, salaries, retirement, or any other employment benefits of any kind in connection with student clinical education experiences performed under this Agreement.

- 6) Institution shall require its students, and employees to comply with all applicable provisions of the Federal Fair Labor Standards Act and its implementing regulations as updated (collectively the "FLSA").
- 7) Any notices or other communication required or allowed under this Agreement shall be in writing and will be deemed sufficiently given if personally delivered, transmitted by electronic means, or sent by overnight, registered or certified mail, postage prepaid, addressed or delivered as follows:

If to Emory:
The Emory Clinic, Inc.
1365 Clifton Road, N.E.
Atlanta, Georgia 30322
Attn: Clinic Director

If to Institution:
Kelli Nowviskie
Dean's Office Administrator
Byrdine F. Lewis College of
Nursing & Health Professions
Georgia State University
P.O. 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

Any party may change its notice address by giving notice to the other party in conformance herewith. Any notice shall be deemed to have been given, if mailed, as of the date mailed, and, if personally delivered, as of the date delivered.

- 8) This Agreement and the attached exhibits constitute the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior negotiations, understandings and agreements of the parties, whether oral or written, which relate to the subject matter of

this Agreement. Neither party will be bound of any conditions, definitions, warranties, understandings or representations with respect to the subject matter hereof other than as expressly provided herein.

- 9) This Agreement may be executed in multiple counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. A telecopy, facsimile, scanned copy (for example, in pdf or jpeg format) or other similar reproduction of a signature of this Agreement shall have the same effect as an original for all purposes.

(Signatures to follow on the next page)

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement as indicated below.

The Emory Clinic, Inc.

By: Maureen S. Haldeman

Name: Maureen Haldeman

Title: Chief Operating Officer, PGP

Date: 9/9/20

INSTITUTION: Board of Regents of the
University System of Georgia by and on behalf of
Georgia State University

By: Wendy F. Hensel

Name: Wendy F. Hensel

Title: Senior Vice President for Academic Affairs
and Provost

Date: Aug 20, 2020

EXHIBIT A

Health Standards

The Health Standards include without limitation:

- 1) Proof of two (2) current TB skin or T-spot tests. One (1) administered within the past twelve (12) months and a 2nd administered within twelve (12) weeks of the clinical learning experience, the results of which will be made available to Emory. (Note: If the student has a history of a past positive TST or T-spot they must provide such documents and a chest x-ray result and complete a symptom survey prior to the clinical rotation).
- 2) The Institution shall ensure that each participating student and faculty member has been appropriately vaccinated against seasonal influenza, measles, mumps and rubella (MMR); has satisfactorily proven immunity to these diseases, according to current CDC guidelines; or executes the appropriate vaccination declination stating that they are unable, for bona fide medical reasons, to receive such vaccinations.
- 3) Students who plan to participate in a clinical rotation at Emory in the Spring, Summer or Fall semesters must provide evidence of the prior calendar year's seasonal influenza vaccine prior to engaging in the clinical rotation. As of each year's Fall semester students enrolled in clinical rotations must take the new seasonal influenza vaccine as soon as it becomes available but by no later than October 31st of the current calendar year in order to continue in clinical rotation.

Emory has the right, at any time, to request health status reports on student and faculty participants, to the extent allowed by applicable law.
- 4) The Institution shall ensure that each participating student and participating faculty member has received the complete hepatitis B vaccination series, has begun the hepatitis B vaccine series and will complete the full series before the end of clinical training; has satisfactorily proven immunity to hepatitis B through antibody testing, or execute the appropriate Hepatitis B Vaccine declination stating that the student is unable, for bona fide medical reasons to receive such vaccination.
- 5) The Institution shall ensure that each participating student and faculty member has evidence of receiving either: i) two (2) live Varicella-Chicken Pox ("VZV") vaccines (either second dose if one (1) VZV vaccine is documented or 2 VZVs at least 30 days apart if no VZV documentation is available); or ii) VZV serologies with titer documentation.
- 6) Such other specific test or Health Standard as Emory may request from time to time.

AUTHORIZATION TO RELEASE STUDENT RECORDS

TO: **Emory Healthcare, Inc.** on behalf of Emory University Hospital (including Emory University Orthopedic and Spine Hospital) Emory University Hospital Midtown; Wesley Woods Center, Saint Joseph's Hospital of Atlanta, Inc., Emory John's Creek Hospital, The Emory Clinic, DeKalb Regional Health System, Inc. and Emory Specialty Associates in Atlanta, Georgia (individually or collectively "Emory")

RE: _____
(Print Name of Student)

As a condition of my participation in an educational training program and with respect thereto, I hereby waive my privacy rights, including but not limited to, any rights pursuant to the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g(b)(2)(B), and grant my permission and authorize _____ (hereinafter referred to as the "Institution") to release any and all of my educational records and information in its possession, including but not limited to, academic record and health information to Emory. I further authorize the release of any information relative to my medical history, physical and mental condition to Emory for purposes of verifying the information provided by me and determining my ability to perform my assignments in the educational training program. I also grant my permission to and authorize Emory to release the above information to the Institution. The purpose of this release and disclosure is to allow Emory and the Institution to exchange information about my medical history and about my performance in an educational training program.

I further agree that this authorization will be valid throughout my educational training program. I further request that you do not disclose any information to any other person or entity without prior written authority from me to do so, unless disclosure is authorized or required by law. I understand that this authorization shall continue in force until revoked by me by providing written notice to the Institution and Emory, except to the extent of any action(s) that has already been taken in accordance with this "Authorization for Release of Records and Information."

In order to protect my privacy rights and interests, other than those specifically released above, I may elect to not have a witness to my signature below. However, if there is no witness to my signature below, I hereby waive and forfeit any right I might have to contest this release on the basis that there is no witness to my signature below. Further, a copy or facsimile of this "Authorization for Release of Records and Information" may be accepted in lieu of the original.

By signing this "Authorization for Release of Records and Information," I hereby indemnify and hold harmless the Institution, its members, agents, servants and employees, and Emory and its members, agents, servants and employees (each of the foregoing being hereinafter referred to individually as the "Indemnified Party") against all claims, demands, causes of action, actions, judgments or other liability including attorney's fees (other than liability solely the fault of the Indemnified Party) arising out of or in connection with this "Authorization for Release of Records and Information."

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, suffer under no legal disabilities, and that I have freely and voluntarily signed this "Authorization for Release of Records and Information" as of this the ____ day of _____, 20__.

Signature

Witness Signature

Name: _____
(Please print)

Name: _____
(Please print)

**STUDENT AGREEMENT CONCERNING
EDUCATIONAL TRAINING PROGRAM**

In consideration for being permitted to participate in a clinical training experience at **Emory Healthcare, Inc.** on behalf of Emory University Hospital (including Emory University Orthopedic and Spine Hospital) Emory University Hospital Midtown; Wesley Woods Center, Saint Joseph's Hospital of Atlanta, Inc., Emory John's Creek Hospital, The Emory Clinic, DeKalb Regional Health System, Inc. and Emory Specialty Associates in Atlanta, Georgia (individually or collectively referred to herein as Emory"), I hereby agree to the following:

1. To follow the administrative policies, standards and practices of Emory when in an Emory facility.
2. To report to Emory on time and to follow all established rules and regulations of Emory.
3. To comply with federal and state laws, including but not limited to the Health Insurance Portability and Accountability Act of 1996 and its accompanying federal regulations, and the rules and regulations of Emory regarding the confidentiality of 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 educational training program that identifies or uses the name of Emory or its members, clients, students, faculty or staff, directly or indirectly, unless I have received written permission from Emory.
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 Blood Borne 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 Emory.
8. To provide the necessary and appropriate uniforms and supplies required where not provided by Emory.
9. To wear a nametag that clearly identifies me as a student.
10. To indemnify, defend and hold Emory harmless from all losses, claims or damages caused by or arising from my negligence or gross negligence in connection with the Education Program.

I understand and agree that Emory shall not be responsible for any loss, injury or other damage to myself or my property arising during my participation in the educational training program.

Further, I understand and agree that I will not receive any monetary compensation from Emory for any services I provide to Emory or its clients, patients or staff as a part of my educational training program.

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

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

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

I further understand that all medical or health care (emergency or otherwise) that I receive at Emory 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, suffer under no legal disabilities, and that I have freely and voluntarily signed this "Educational Training Program Agreement."

This the ____ day of _____, 202__.

Signature

Witness Signature

Name: _____
(Please print)

Name: _____
(Please print)

**AGREEMENT CONCERNING FACULTY SUPERVISION
OF EDUCATIONAL TRAINING PROGRAM**

In consideration for participating as a supervisor of students participating in an educational training program at **Emory Healthcare, Inc.** on behalf of Emory University Hospital (including Emory University Orthopedic and Spine Hospital), Emory University Hospital Midtown, Wesley Woods Center, Sair Joseph's Hospital of Atlanta, Inc., Emory John's Creek Hospital, The Emory Clinic, DeKalb Regional Health System, Inc. and Emory Specialty Associates in Atlanta, Georgia (hereinafter referred as "Emory"), I hereby agree to the following:

1. To follow the administrative policies, standards and practices of Emory while in an Emory facility
2. To report to Emory on time and to follow all established rules and regulations of Emory.
3. To comply with federal and state laws, including but not limited to the Health Insurance Portability and Accountability Act of 1996 and its accompanying federal regulations, and the rules and regulations of Emory regarding the confidentiality of 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 educational training program that identifies or uses the name of Emory or its members, clients, patients, or staff, directly or indirectly, unless I have received written permission from Emory.
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 Blood Borne 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 Emory.
8. To conform to the established standards and practices while training at Emory.
9. To wear a nametag that clearly identifies me as a student or faculty member.

I understand and agree that Emory shall not be responsible for any loss, injury or other damage to myself or my property arising during my participation in the educational training program.

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

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

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

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

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

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, suffer under no legal disabilities, and that I have freely and voluntarily signed this "Agreement Concerning Faculty Supervision of Educational Training Program."

This the ____ day of _____, 202__.

Signature

Witness Signature

Name: _____
(Please print)

Name: _____
(Please print)






EmoryMetabolicNutrition forProvost

Final Audit Report

2020-08-20

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