

**AFFILIATED CLINICAL EDUCATION &
APPLIED LEARNING EXPERIENCE AGREEMENT
(UNDERGRADUATE AND GRADUTE PROGRAMS)
AMONG
THE BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA
AND
KAISER FOUNDATION HEALTH PLAN OF GEORGIA, INC.
AND
THE SOUTHEAST PERMANENTE MEDICAL GROUP, INC.**

THIS AFFILIATED CLINICAL EDUCATION (“CE”) & APPLIED LEARNING EXPERIENCE AGREEMENT (“ALE”) (“Agreement”) is made and entered into as of August 1, 2019, by and among The Board of Regents of the University System of Georgia (“BOR”) and on behalf of its participating institutions shown on Attachment A (“Schools”), and Kaiser Foundation Health Plan of Georgia, Inc. (“Health Plan”), a Georgia nonprofit corporation, and The Southeast Permanente Medical Group, Inc. (“Medical Group”), a Georgia for profit professional corporation. Health Plan and Medical Group are sometimes collectively or individually referred to herein as “Kaiser Permanente”.

RECITALS

WHEREAS, Schools require, as part of their planned educational program, that the Students engage in either first-hand clinical experience or first-hand occupational experience while under the supervision of a preceptor or a physician in collaboration with faculty members employed by School; and

WHEREAS, Kaiser Permanente operates administrative and medical office facilities (“Facility” or “Facilities”) which are suitable for furnishing such experiences; and

WHEREAS, the parties recognize the mutual benefit they will derive from the use of Kaiser Permanente’s Facilities by the Students for their clinical/occupational experience; and

NOW THEREFORE, for and in consideration of the representations made above and of the mutual promises contained in this Agreement, the parties agree as follows:

1. General Information

- 1.1 This Agreement is a complete statement of the parties’ rights and obligations during the term of this Agreement. Any modifications or amendments shall be in writing and must be approved by all parties.

- 1.2 The CE and/or ALE program(s) covered by this Agreement shall be described in a formalized MOU as referenced in Section 2.5 below.
- 1.3 This Agreement is not exclusive. Either party may enter into agreements for similar purposes with other educational or training institutions.
- 1.4 This Agreement may be executed in signed counterparts. A facsimile copy of a signature shall have the same effect as the original.

2. Mutual Rights and Obligations

- 2.1 The parties agree that all Students receiving CE/ALE pursuant to this Agreement will be selected without account of race, color, sex, gender identity, religion, national origin, age, physical or mental disability, veteran's status, sexual orientation, or other status protected by applicable federal, state or local laws.
- 2.2 School and Kaiser Permanente acknowledge that certain information about School's Students is contained in records maintained by School and/or Kaiser Permanente and that this information is confidential by reason of School policy and the Family and Educational Rights and Privacy Act (FERPA) of 1974 (20 U.S.C. 1232g). Both parties agree to protect these records in accordance with FERPA and School policy. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities.
- 2.3 The parties shall agree upon the period of time for each Student's CE/ALE before the beginning of the Student's CE/ALE program.
- 2.4 Before the CE/ALE program begins, the parties shall agree upon in writing the maximum number of Students to receive CE/ALE at one time, taking into consideration Kaiser Permanente's available staff and space and School's academic calendar.
- 2.5 The designees of School and Kaiser Permanente agree to formalize by a Memorandum of Understanding ("MOU") the operational details of the CE/ALE program, including, but not limited to, the program(s) covered under the MOU, the names of the individuals of the School and of Kaiser Permanente who will

coordinate the planning and operation of the CE/ALE program, and a schedule of times the Students will be in Kaiser Permanente's Facilities.

An example of the form of the MOU that may be entered into by School and Kaiser Permanente to establish such details is set forth as Attachment B to this Agreement and is incorporated herein.

- 2.6 The parties may evaluate the CE/ALE program periodically at mutually agreeable times to discuss strengths and difficulties and to plan for continuous improvement of the CE/ALE program through changes that the parties mutually deem desirable and that are within the terms of this Agreement.

3. Affirmative Action, Nondiscrimination and Immigration Laws

- 3.1 School recognizes that as a government contractor Kaiser Permanente is subject to various federal laws, executive orders and regulations regarding equal opportunity and affirmative action which also may be applicable to subcontractors. School, therefore, agrees that any and all applicable equal opportunity and affirmative action clauses shall be incorporated herein as required by state laws, federal laws, executive orders and regulations including, but not limited to include the following:
- 3.2 The nondiscrimination and affirmative action clauses contained in: Executive Order 11246, as amended, and the implementing rules and regulations prescribed by the Secretary of Labor in Title 41, part 60 of the Code of Federal Regulations (CFR), relative to equal opportunity for all persons without regard to race, color, religion, sex or national origin (Federal Acquisition Regulation (FAR) at 48 CFR 52.222-26); the Rehabilitation Act of 1973, as amended, relative to the employment of qualified disabled individuals without discrimination based upon their physical or mental disabilities (FAR at 48 CFR 52.219-36); the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended relative to the employment of disabled veterans and veterans of the Vietnam Era (FAR at 48 CFR 52.222-35);
- 3.3 The utilization of small, small disadvantaged, and women-owned small businesses clauses contained in the Small Business Act, as amended, relative to the utilization of small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals, and small business concerns owned and controlled by women, in the performance of contracts awarded by federal agencies (FAR at 48 CFR 52.219-9).

- 3.4 School hereby represents to Kaiser Permanente that School shall comply during the term of this Agreement with the provisions of the Immigration Reform and Control Act of 1986 and any regulations promulgated thereunder.
- 3.5 School and Program Participants will provide services to patients without discrimination on account of race, color, sex, gender identity, religion, national origin, age, physical or mental disability, veteran's status, sexual orientation or other status protected by applicable federal, state or local laws.

In addition, Executive Order 11246 regarding nondiscrimination in employment decisions and Executive Order 13496 (codified at 29 CFR Part 471, Appendix A to Subpart A) concerning the obligations of federal contractors and subcontractors to provide notification to employees about their rights under Federal Labor Laws shall be incorporated herein by reference.

School also shall comply with applicable provisions of the Fair Employment and Housing Act (Government Code, Section 12900, et seq.) and the applicable regulations promulgated thereunder (CCR, Title 2, Section 7285 et seq.).

If School is not otherwise subject to compliance with the laws and executive orders specified in this Section, the inclusion of this Section shall not be deemed to impose such requirements upon School.

- 3.6 Omnibus Reconciliation Act - Section 952 of the Omnibus Reconciliation Act of 1980 (PL 96-499) providing for access by the Secretary of Health and Human Services (HHS) and the Comptroller General to the books and records of School to the extent it provides services are incorporated in the Agreement.
- 3.7 Kaiser Permanente may, at its sole discretion, suspend or terminate this Agreement if School fails to comply with any provision of this Section of the Agreement.

4. Rights and Obligations of School

- 4.1 School shall provide Kaiser Permanente with current information about its educational program, including but not limited to curriculum, educational goals, and applicable course requirements.
- 4.2 School shall send Kaiser Permanente in writing the name, address, and telephone number of each Student no later than two (2) weeks prior to the beginning of the Student's CE/ALE program. At the same time, School shall

send to Kaiser Permanente a copy of Kaiser Permanente's confidentiality agreement executed by the Student. Before sending the information to Kaiser Permanente, School shall secure permission to release such information from each Student. Such information is for the exclusive use of Kaiser Permanente, its affiliates, and physicians associated with Kaiser Permanente and shall not be disclosed to others except as required or permitted by law or with the Student's written permission.

- 4.3 School will notify Students that no later than two (2) weeks prior to the beginning of the Student's CE/ALE program, Student is responsible for furnishing Kaiser Permanente with a report of the Student's health status, which shall include the following information:

For Students in CE programs:

- a. Certification that the Student has had a tuberculin test with a negative result. If the result of the skin test was positive, the Student must provide a physician's report that indicates that the disease is no longer active;
- b. Certification that the Student has had all necessary immunizations, including but not limited to tetanus, diphtheria, mumps, and rubella;
- c. Certification that Student has had such other immunizations and/or health screening as required by applicable law or reasonably requested by Kaiser Permanente in accordance with Kaiser Permanente's applicable policies and procedures;
- d. Certification that the Student has completed the bloodborne pathogen safety training required under current regulations of the U.S. Occupational Safety and Health Administration; and
- e. Valid cardiopulmonary resuscitation ("CPR") certificate.

For Students in ALE programs:

- a. Certification that the Student has had a tuberculin test with a negative result. If the result of the skin test was positive, the Student must provide a physician's report that indicates that the disease is no longer active;
- b. Certification that the Student has had all necessary immunizations, including but not limited to tetanus, diphtheria, mumps, and rubella; and
- c. Certification that Student has had such other immunizations and/or health screening as required by applicable law or reasonably requested by Kaiser Permanente in accordance with Kaiser Permanente's applicable policies and procedures.

- 4.4 School shall designate a faculty member to coordinate with a designee of Kaiser Permanente the planning and operation of the CE/ALE program. Such information shall be reflected in an MOU as referenced in Section 2.5 above.
- 4.5 School shall ensure that Students adhere to its established health policies and that each Student's physical condition will not prevent the Student from fulfilling the objectives of the CE/ALE program. For each Student, School will provide information about the Student's education and level of experience, materials for evaluating each Student, and any other information Kaiser Permanente requests.
- 4.6 School shall be responsible for all classroom instruction, supervision, evaluation, and discipline of Students in the CE/ALE program. School will provide instruction to the Students through certified clinical instructors employed by School who shall be responsible for all classroom instruction of the Students.
- 4.7 School shall maintain all personal and academic records of the Students.
- 4.8 School shall notify Kaiser Permanente immediately if it is necessary to withdraw a Student from the CE/ALE program.
- 4.9 School shall notify the Students that they are responsible for:
- a. Conducting themselves in accordance with the policies, procedures, rules, and regulations of Kaiser Permanente and Kaiser Permanente's Medical Facilities, including but not limited to the requirement that Students wear appropriate and professional attire and maintain a clean and presentable appearance;
 - b. Following the instructions of Kaiser Permanente supervisory personnel and physicians associated with Kaiser Permanente, except that no Student will be required to participate in any procedure which is contrary to the Student's religion;
 - c. Providing the necessary and appropriate attire as designated by Kaiser Permanente when not provided by School;
 - d. Completing on a timely basis all medical records and other documents deemed necessary by School and Kaiser Permanente;
 - e. Arranging for their own transportation to and from Kaiser Permanente's Medical Facilities; and
 - f. At Kaiser Permanente's request, attending and completing an orientation program at Kaiser Permanente, with the understanding that the Students are not employees of Kaiser Permanente. Such programs may include

training for compliance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as provided by Kaiser Permanente. School shall require all Students to read any HIPAA training materials provided by Kaiser Permanente, and to sign the form provided by Kaiser Permanente documenting that each Student received and read the HIPAA materials.

- 4.10 School shall also notify the School's Students, employees, or agents that they are responsible for maintaining the confidentiality of any and all proprietary information and all patient and other information received in the course of the CE/ALE program. No Student or School employee or agent shall have the right to review, any medical record or patient or performance improvement information, including quality assurance, utilization management, risk management, peer review, or credentialing information or data, except where necessary in the regular course of the CE/ALE program or, if applicable, in the provision of clinical services as provided therein to. Except where necessary and in the regular course of the CE/ALE program and performance of duties thereunder, or as otherwise authorized or required by law, the discussion, transmission, or narration in any form of patient or performance improvement information, medical or otherwise, is forbidden. Failure of any Student or School employee or agent to adhere to this provision of this Agreement may result in Kaiser Permanente requiring the withdrawal of the individual from the CE/ALE program, as well as criminal and civil liability under the applicable federal and state laws and regulations.
- 4.11 School will ensure that Students are instructed to conduct themselves in a professional manner and abide by Kaiser Permanente's code of ethics.
- 4.12 In the event that Kaiser Permanente furnishes any materials to School, including but not limited to copies of Kaiser Permanente's policies and procedures, rules and regulations, and confidentiality agreement, School shall return all materials to Kaiser Permanente immediately upon termination of this Agreement, or upon the written request of Kaiser Permanente.
- 4.13 Kaiser Permanente's name and the names of its Medical Facilities may be used in publications or written materials by School's faculty and students only with the express written consent of Kaiser Permanente.
- 4.14 School shall not bill Kaiser Permanente or any entity thereof, Kaiser Permanente enrollees or patients, or any other private or public third-party payer for services rendered by Students while participating in the CE/ALE program at Kaiser Permanente.

5. Rights and Obligations of Kaiser Permanente

- 5.1 Kaiser Permanente shall designate an individual to coordinate with School's designee the planning and operation of the CE/ALE program. Kaiser Permanente shall provide time for its designee to plan jointly with School's faculty the clinical assignments for Students. Such information shall be reflected in an MOU as referenced in Section 2.5 above.
- 5.2 Subject to Section 4.12 above, Kaiser Permanente shall make available for School's reference current copies of its policies and procedures, rules, and regulations relevant to the Students' participation in the CE/ALE program. Kaiser Permanente shall also furnish School with a current copy of its confidentiality agreement.
- 5.3 All of Kaiser Permanente's rights in its trademarks and other intellectual property, including but not limited to its policies, procedures, rules, regulations, processes, and protocols, are reserved, and may not be used without express written permission, which must be obtained in advance.
- 5.4 Kaiser Permanente shall accept from School the mutually agreed upon number of Students to participate in the CE/ALE program and, as agreed by the parties, shall permit School's faculty and Students access to Kaiser Permanente's designated Medical Facilities, provided that the presence of the faculty and Students shall not interfere with the regular activities of Kaiser Permanente at its Medical Facilities.
- 5.5 Kaiser Permanente shall devote reasonable efforts to provide Students with caseloads which are appropriate to each Student's level of education, experience, and proficiency, and are of size and variety sufficient to provide Students with a worthwhile CE/ALE.
- 5.6 Where deemed appropriate by Kaiser Permanente, and in Kaiser Permanente's sole discretion, Kaiser Permanente shall allow School faculty and Students to observe and participate in Kaiser Permanente's conferences or discussions that have as a goal facilitating better patient care.
- 5.7 When possible, Kaiser Permanente shall provide space for School faculty and Students to store books and other materials on a day-to-day basis.

- 5.8 Kaiser Permanente shall provide to Students, with their consent, emergency treatment for injuries and/or illnesses incurring at Kaiser Permanente with the understanding that any illness or injury requiring medical attention becomes the financial responsibility of the individual Students.
- 5.9 When requested by School's designee, Kaiser Permanente shall furnish, if available, to Students a meeting space for course related activities such as post-conference discussions.
- 5.10 Kaiser Permanente shall make no reduction in its staff based on the presence of Students or School's faculty or based on their participation in the CE/ALE program.
- 5.11 To assure safety and the continuity of care to patients:
- a. Kaiser Permanente shall retain full and sole authority and responsibility for each patient's care; and
 - b. Kaiser Permanente personnel shall intervene in any manner necessary to protect Kaiser Permanente patients as the circumstances at the time dictate.
- 5.12 Kaiser Permanente reserves the right to immediately exclude and/or require the withdrawal from the CE/ALE program any Student Kaiser Permanente determines, in its sole discretion, is not performing satisfactorily, or who fails or refuses to follow applicable federal and state laws, the applicable code of ethics, or Kaiser Permanente's policies, procedures, rules, and regulations, including but not limited to standards of appropriate behavior, dress, and hygiene. Kaiser Permanente also reserves the right to immediately exclude and/or require the withdrawal of any Student from the CE/ALE program if Kaiser Permanente determines, in its sole discretion, that the Student's performance is a detriment to patient well-being. Kaiser Permanente shall report immediately the exclusion or request for withdrawal of any Student to School's designee.
- 5.13 Kaiser Permanente shall procure, at its own expense, all licenses, permits, insurances and governmental approval, if any, necessary to carry out its activities and obligations under this Agreement.

6. Status of School and Kaiser Permanente

- 6.1 It is expressly understood and agreed that this Agreement is not intended and will not be construed to create the relationship of agent, servant, employee,

partnership, joint venture or association between School, Kaiser Permanente, and Students, but is rather an agreement by and between independent contractors, these being School and Kaiser Permanente.

- 6.2 The parties agree that each is responsible for the actions and failures to act on the part of each party's own employees and agents, and that each party is liable for claims, losses, damages (including special, indirect, incidental, or consequential), costs, judgments, or obligations, including attorneys' fees, resulting from or in any way connected with its own employees' and agents' performance or failure to perform services or obligations under or related to this Agreement. If the School is an agency of State government, liability of the School may be limited in accordance with State law. The School will in no event seek to hold Kaiser Permanente responsible for any matters set forth in this paragraph to the extent that they relate to the performance or failure to perform services or obligations by School employees or agents. This disclaimer applies without limitation to all claims under or related to this Agreement, regardless of the form of action, whether criminal or civil, including but not limited to actions in contract, tort (including negligence), strict liability, or otherwise; and regardless of whether such damages are foreseeable.

7. Status of Students

- 7.1 It is expressly agreed and understood by School and Kaiser Permanente that Students participating in the CE/ALE program are in attendance for educational purposes, and such Students and other employees or agents of School involved in the CE/ALE program are not considered employees of Kaiser Permanente for any purpose, including, but not limited to, compensation for services, employee welfare and pension benefits, or worker's compensation insurance or any other benefit or payment from Kaiser Permanente.
- 7.2 It is further agreed and understood that the Students participating in the CE/ALE program are not employees of the Institution for any purpose as they relate to any actions performed by Students pursuant to this Agreement, including but not limited to compensation for services, employee welfare and pension benefits, fringe benefits, worker's compensation, or disability insurance.

8. Insurance

- 8.1 The School shall advise its Students that each Student must at such Student's expense procure and maintain in full force and effect during the period of such

Student's clinical/occupational experience at a Facility professional liability insurance covering the Student for claims and judgments arising out of their activities pursuant to this Agreement. The limits of coverage shall not be less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate. Professional liability coverage of Institution's faculty members will be provided pursuant to the terms of the Georgia Tort Claims Act (O.C.G.A. 50-21-20 *et seq.*). The School shall also agree to procure and maintain in full force and effect workers' compensation insurance covering the participating Faculty members pursuant to this Agreement and any unemployment or disability insurance or coverage required by law.

- 8.2 The Student shall provide Kaiser Permanente with certificates of the insurance required by this Agreement at the time the Student commences his or her clinical/occupational experience at the Facility.
- 8.3 The Student shall notify Kaiser Permanente immediately of any cancellation or notice of cancellation of insurance required for the Student by this Agreement.
- 8.4 At all times during the term of this Agreement, Kaiser Permanente shall carry and maintain at its own expense comprehensive general liability insurance against any liability arising out of the acts or omissions of Kaiser Permanente, its officers, employees, agents and invitees to afford protection with limits for each occurrence of not less than One Million Dollars (\$1,000,000.00) with respect to personal injury, death or property damage.

9. Compensation and Clinical Education/Applied Learning Experience Program Costs

- 9.1 Kaiser Permanente will receive no monetary compensation from BOR or from BOR's participating Schools.
- 9.2 Neither the BOR nor any School will receive any monetary compensation or reimbursement from Kaiser Permanente.
- 9.3 There shall be no other invoicing or liability between the parties to this Agreement for direct or indirect Training Program costs. Unless expressly provided herein, the parties do not assume or become liable for any of the existing or future obligations, liabilities, or debt of the other.

10. Term and Termination

- 10.1 This Agreement shall become effective August 1, 2019 and will extend one year, ending July 31, 2020. The Agreement may be renewed for two additional

one-year terms by mutual written agreement of the parties hereto. At each anniversary of the effective date, prior to the commencement of each CE/ALE program, and at such other times as reasonably requested by Kaiser Permanente, School shall provide to Kaiser Permanente evidence of its compliance with the insurance requirements set forth in Section 8 above, and its obligations under Section 4 above. Either party may terminate this Agreement, with or without cause, upon sixty (60) days advance written notice of its intention to terminate.

- 10.2 Any "without cause" termination of this Agreement or termination of the CE/ALE program at one or more of the Medical Facilities shall not take effect with respect to Students participating in the affected CE/ALE program on the date of such notice of termination or deletion until such time as Students complete their scheduled CE/ALE program in accordance with such CE/ALE program's original terms. However, this provision shall not apply to any Student excluded or withdrawn from the CE/ALE program under Section 5.12 above.
- 10.3 Notwithstanding Section 10.1 above, Kaiser Permanente shall have the right, but not the obligation, to terminate this Agreement immediately in the event of the occurrence of any of the following events: (a) School fails to cure within fifteen (15) calendar days a breach of any term hereof which Kaiser Permanente has given School an opportunity to cure by written notice of said breach; (b) either party suffers an appointment of a receiver, custodian, examiner or a trustee for any of its property or assets; (c) a determination is made by any governmental entity that an independent contractor relationship does not exist between the parties; or (d) the Medical Facility or the CE/ALE program is closed for any reason.
- 10.4 Upon any termination of this Agreement, all rights and obligations of the parties shall cease except those rights and obligations that have accrued or expressly survive such termination or expiration.
- 10.5 This Agreement does not renew automatically upon expiration of the term designated above, but will be replaced by a new agreement if the parties so desire.

11. Dispute Resolution

- 11.1 The parties agree to meet and confer in good faith to resolve any problems or disputes that may arise under this Agreement.

12. General Provisions

- 12.1 This Agreement shall be governed and construed in accordance with the laws of the State of Georgia and shall be made in the State of Georgia. Any action in connection with this Agreement shall be brought only in the courts of the State of Georgia or in a federal district court sitting in the State of Georgia.
- 12.2 This Agreement contains the entire agreement between the parties and there are no promises, agreements, conditions, undertakings, warranties or representations, oral or written, expressed or implied between them other than as herein set forth. This Agreement is intended by the parties to be an integration of all prior or contemporaneous promises, agreements, conditions, and undertakings between them.
- 12.3 If any term or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law governing this Agreement, the validity of the remaining portions shall not be affected thereby. The language in all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either School or Kaiser Permanente. Section headings in this Agreement are for convenience only and are not to be construed as a part of this Agreement or in any way limiting or amplifying the provisions hereof. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identifications of the person or persons, firm or firms, corporation or corporations may require.
- 12.4 The Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto. This Agreement shall not create any rights, including without limitation, third party beneficiary rights, in any Student or other person or entity not a party to this Agreement.
- 12.5 Neither party shall assign its rights or obligations pursuant to this Agreement without the express written consent of the other party.
- 12.6 To the extent that this Agreement requires the parties to give notices in writing, those notices shall be sent by first class mail, postage prepaid, addressed as follows:

Program: Kaiser Foundation Health Plan of Georgia, Inc.
Name: Jonna Kirkwood
Vice President & Chief Operating Officer

Address: 3495 Piedmont Rd NE, Building 9
Atlanta, Georgia 30305-1736
Telephone: (404) 364-3721 office / (404) 759-4519 cell
Fax: (404) 365-4136

Program: Board of Regents of the University System of Georgia
Name: Steffanie Morrison
Senior Legal Counsel
Address: 270 Washington Street, S.W.
Atlanta, Georgia 30334
Telephone: 404-962-3260
Fax: 404-962-3264

In the event that the BOR, a School, or Kaiser Permanente contact person changes, the BOR, School or Kaiser Permanente, as appropriate, hereby agrees to promptly notify the other party of such change.

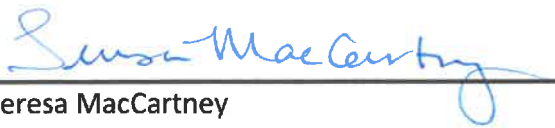
- 12.7 Each individual executing this Agreement on behalf of each of the respective parties hereto represents that he/she is duly authorized to execute and deliver this Agreement on behalf of such party, and that this Agreement is binding upon the party for which he/she is executing, in accordance with its terms.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have caused this Agreement to be properly executed by their duly authorized officers, effective as of the day and year first above written.

Board of Regents of the University System
of Georgia

Kaiser Foundation Health Plan of Georgia, Inc.



Teresa MacCartney
Executive Vice Chancellor



Jonna Kirkwood
Vice President & Chief Operating Officer

8/13/19


Date

8/2/19

Date



The Southeast Permanente Medical Group, Inc.



Angela Ippolito
Vice President of Administrative Services

8/17/19

Date

ATTACHMENT A

University System of Georgia Institutions
Abraham Baldwin Agricultural College
Albany State University
Armstrong Atlantic State University
Atlanta Metropolitan State College
Bainbridge State College
Clayton State University
College of Coastal College
Columbus State University
Dalton State College
Darton State College
East Georgia State College
Fort Valley State University
Georgia College & State University
Georgia Gwinnett College
Georgia Highlands College
Georgia Institute of Technology
Georgia Perimeter College
Georgia Regents University
Georgia Southern University
Georgia Southwestern State University
Georgia State University
Gordon State College
Kennesaw State University
Middle Georgia State College
Savannah State University
South Georgia State College
Southern Polytechnic State University
University of Georgia
University of North Georgia
University of West Georgia
Valdosta State University

ATTACHMENT B

**MEMORANDUM OF UNDERSTANDING AMONG
[CLICK HERE AND TYPE CORPORATE NAME OF SCHOOL]
AND
KAISER FOUNDATION HEALTH PLAN OF GEORGIA, INC.
AND
THE SOUTHEAST PERMANENTE MEDICAL GROUP, INC.**

This Memorandum of Understanding ("Agreement") is entered into effective [Click here and type effective date] on the part of Kaiser Foundation Health Plan of Georgia, Inc. ("Health Plan") and The Southeast Permanente Medical Group, Inc. ("Medical Group") (hereinafter collectively or individually referred to as "Kaiser Permanente") and [Click here and type corporate name of school] ("School").

WHEREAS, the School desires to obtain and Kaiser Permanente desires to provide high quality clinical/occupational experiences ("CE/ALE") for the School's students; and

WHEREAS, the parties recognize the mutual benefit they will derive from the use of Kaiser Permanente's Facilities by the Students for their clinical/occupational experiences; and

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

1) GENERAL INFORMATION.

a) This Agreement applies to the following CE/ALE programs:

- [Click here and type name of CE/ALE Program(s) covered by this Agreement.]

The following are specific requirements imposed by Kaiser Permanente for this particular CE/ALE program:

- [Click here and type requirements. If none, type N/A]

b) The following individuals will respectively serve as the faculty/staff representative(s) for the School and the contact person for Kaiser Permanente and Facility to the extent that this Agreement requires the parties to give notices in writing:

i) School Faculty/Staff Representative(s):

Program: [Click here and type school name]
[Click here and type name of Program]
Name: [Click here and type Contact's name]
[Click here and type Contact's title]
Address: [Click here and type street address]
[Click here and type City and State]
Telephone: [Click here and type telephone number]
Fax: [Click here and type fax number]

ii) Kaiser Permanente Representatives:

Program: Kaiser Foundation Health Plan of Georgia, Inc.
Name: [Click here and type Contact's name]
[Click here and type Contact's title]
Address: [Click here and type street address]
[Click here and type City and State]
Telephone: [Click here and type telephone number]
Fax: [Click here and type fax number]

Program: The Southeast Permanente Medical Group, Inc.
Name: [Click here and type Contact's name]
[Click here and type Contact's title]
Address: [Click here and type street address]
[Click here and type City and State]
Telephone: [Click here and type telephone number]
Fax: [Click here and type fax number]

In the event that School or Kaiser Permanente contact person changes, the appropriate party hereby agrees to promptly notify the other party of such change.

- c) The following individuals will coordinate the planning and operation of the CE/ALE for Kaiser Permanente and the School:

[Click here and type school name] Representative

Name: [Click here and type designee's name]
[Click here and type designee's title]
Address: [Click here and type address]
[Click here and type City and State]
Email: [Click here and type email address]
Telephone: [Click here and type telephone number]
Fax: [Click here and type fax number]

Kaiser Permanente Facility Representative

Name: [Click here and type designee's name]
[Click here and type designee's title]
Address: [Click here and type address]
[Click here and type City and State]
Email: [Click here and type email address]
Telephone: [Click here and type telephone number]
Fax: [Click here and type fax number]

- d) The CE/ALE will be of such content and cover such periods of time as may from time to time be mutually agreed upon by the School and the Facility Representative. The starting and ending date for each CE/ALE shall be agreed upon at least one month before the CE/ALE commences. CE/ALE implementation at the Facility shall be subject to final approval by the Facility Representative.
- e) The number of students designated for participation in the CE/ALE will be [Click here and type number of participants]. The number of students may at any time be altered by mutual agreement.
- f) All student participants must be acceptable to the parties. Either Kaiser Permanente or the School may withdraw any student from a CE/ALE at the Facility 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 Kaiser Permanente, or for any other reason where any party 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.

2) SCHOOL AGREES:

- a) School will use its best efforts to provide Kaiser Permanente information concerning the number of students, students' department/college, course of instruction, and dates of participation, two-weeks prior to the commencement of the CE/ALE. When available, student and faculty names, addresses and

telephone numbers shall be provided prior to participation at a Facility. The School shall provide the number of faculty participants and the faculty department/college at least two-weeks prior to the commencement of the CE/ALE.

- b) School will verify that all students participating in the CE/ALE have executed or provided the following document(s):
 - i) Authorization for Release of Records and Information (An example of the release is set forth as Exhibit 1).

An example authorization form is set forth as Exhibit 1 to this Agreement and is incorporated herein.

- c) The School will not knowingly assign any faculty member to the Facility in connection with the operation of the CE/ALE who is not appropriately licensed or certified and will make evidence of the licensure or certification of all assigned faculty available to the Facility Representative upon request.

3) KAISER PERMANENTE AGREES:

- a) Upon receipt of the information identified above in Section "2", paragraph "a":
 - i) Kaiser Permanente may decline the acceptance of student(s) or faculty at its sole discretion and will promptly notify the School of all students or faculty who are accepted in the CE/ALE. Further, Kaiser Permanente shall provide the School with written reasons for the non-acceptance of student(s) or faculty.
 - ii) Kaiser Permanente shall, if possible, designate the classroom or conference space, Facility personnel, and other facilities or equipment appropriate for the CE/ALE and agrees to inform the School of same. Kaiser Permanente agrees to use its best efforts to provide additional facilities, equipment and personnel as reasonably requested by the School, so long as such use does not interfere with the regular activities of the Facility. The availability of additional facilities, equipment and personnel will be subject to availability, prior requests for those resources, and Kaiser Permanente's obligations regarding operation of the Facility.
- b) If Medical Group preceptors are used as an integral part of the CE/ALE evaluation(s), the preceptor(s) will contribute to the evaluation of participating student practice competency. The preceptor will have appropriate licenses and degrees. The following, if any, are specific preceptor requirements:

Program: Preceptor

Pharmacy: Appropriately licensed and in good standing with their Board

- c) When requested Kaiser Permanente staff designated to work with students shall assist the School 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. An example of an Authorization acceptable to all parties is set forth as Exhibit 1 to this Agreement and is incorporated herein. Unless otherwise specified in the Agreement, any evaluation of students by Kaiser Permanente staff shall relate only to general student participation in the CE/ALE, and shall in no way be construed as a certification by Kaiser Permanente staff as to the competence of any student or a representation by Kaiser Permanente staff of any student's ability or competence in connection with the practical implementation of any knowledge gained through the CE/ALE. Kaiser Permanente hereby agrees to keep confidential any student records or information they may obtain, unless they have otherwise obtained prior written consent of the student. Although the School shall obtain all required consents, Kaiser Permanente shall have the right to rely on such consents and to obtain copies of such consents upon request.

4) TERM, TERMINATION, RENEWAL AND AMENDMENT.

- a) This Agreement shall become effective [Click [here](#) and [type effective date](#)] and will extend until the end of the current academic year. After that, if this Agreement is renewed, it shall extend from the beginning to the end of the School's academic year, or as agreed by the parties. Either party may terminate this Agreement, with or without cause, upon sixty (60) days written notice.
- b) This Agreement does not renew automatically. The parties may extend this Agreement by letter signed by all parties.

5) INCORPORATION OF AFFILIATED CLINICAL EDUCATION & APPLIED LEARNING EXPERIENCE AGREEMENT.

- a) It is understood and agreed that all terms and conditions forming a part of the Affiliated Clinical Education & Applied Learning Experience Agreement by and between Health Plan and Medical Group and BOR entered into effective [Click [here](#) and [type effective date](#)] are hereby incorporated by reference and shall remain in full force and effect during the term of this Agreement.

6) MISCELLANEOUS.

- a) **Execution.** This Agreement may be executed in counterparts, and all such counterparts together shall constitute the entire agreement of the parties hereto.
- b) **Severability.** The provisions of this Agreement are specifically made severable. If any clause, provisions, right and/or remedy provided herein is unenforceable or inoperative, the remainder of this Agreement shall be enforced as if such clauses, provision, right and/or remedy were not contained herein.
- c) **Authority.** The undersigned individuals represent that they are fully authorized to execute this Agreement on behalf of the named parties.

SIGNATURE PAGE FOLLOWS

AGREED TO BY:

[Click here and type corporate name of school]

Kaiser Foundation Health Plan of Georgia, Inc.

[Click here and type name of signing party]
[Click here and type official's title]

[Click here and type name of signing party]
[Click here and type official's title]

Date

Date

[Click here and type corporate name of school]

The Southeast Permanente Medical Group, Inc.

[Click here and type name of signing party]
[Click here and type official's title]

[Click here and type name of signing party]
[Click here and type official's title]

Date

Date

The Southeast Permanente Medical Group, Inc.

[Click here and type name of signing party]
[Click here and type official's title]

Date

EXHIBIT 1
AUTHORIZATION FOR RELEASE OF
CONFIDENTIAL RECORDS AND INFORMATION

TO: [Click here [and type corporate name of school](#)] or any of its member institutions (hereinafter referred to collectively as "School"), and Health Plan/Medical Group facility where I participate in or request to participate in a clinical or applied learning experience (hereinafter referred to as the "Facility").

RE: _____ (Print Name of Student)

As a condition of my participation in a clinical or applied learning experience and with respect thereto, I grant my permission and authorize School to release my educational records and information in its possession, as deemed appropriate and necessary by the School, including but not limited to academic record and health information to any Facility where I participate in or request to participate in a clinical or applied learning experience. I further authorize the release of any information relative to my health to the Facility for purposes of verifying the information provided by me and determining my ability to perform my assignments in the clinical or applied learning experience. I also grant my permission to and authorize the Facility to release the above information to the School. The purpose of this release and disclosure is to allow the Facility and the School to exchange information about my medical history and about my performance in a clinical or applied learning experience.

I further understand that I may revoke this authorization at any time by providing written notice to the above stated person(s)/entities, except to the extent of any action(s) that has already been taken in accordance with this "Authorization for Release of Confidential Records and Information."

I further agree that this authorization will be valid throughout my participation in the clinical or applied learning experience. 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 School and the Facility, except to the extent of any action(s) that has already been taken in accordance with this "Authorization for Release of Confidential 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 Confidential Records and Information* may be accepted in lieu of the original.

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 *Authorization for Release of Records and Information*; and that I, or my parent and/or guardian, have read carefully and understand this *Authorization for Release of Confidential Records and Information*; and that I have freely and voluntarily signed this *Authorization for Release of Confidential Records and Information*.

This the _____ day of _____, 2019.

Participant Signature

Witness Signature

Name (Please Print)

Name (Please Print)

Parent/Guardian Signature (if applicable)

Witness Signature

Name (Please Print)

Name (Please Print)