

## COOPERATIVE EDUCATION AGREEMENT

This COOPERATIVE EDUCATION AGREEMENT (the “Agreement”) is made and entered into as of December 3, 2020, (“Effective Date”) by and between as applicable, Centura Health Corporation, a Colorado nonprofit corporation, Avista Adventist Hospital, Louisville, CO; Porter Adventist Hospital, Denver, CO; Littleton Adventist Hospital, Littleton, CO; Parker Adventist Hospital, Parker, CO; Castle Rock Adventist Hospital, Castle Rock, CO; Penrose Hospital, Colorado Springs, CO; St. Francis Medical Center, Colorado Springs, CO; St. Anthony Hospital, Lakewood, CO; St. Anthony North Hospital, Westminster, CO; St. Anthony Summit Medical Center, Frisco, CO; St. Mary-Corwin Medical Center, Pueblo, CO; St. Thomas More Hospital, Canon City, CO; Mercy Regional Medical Center, Durango, Colorado; Longmont United Hospital, Longmont, CO; Centura Health at Home and Hospice, Denver, CO; Centura Senior Living Communities, Denver, CO or other Centura affiliate, which are all managed and operated by Centura Health, (collectively known as “Facility”) and Board of Regents of the University System of Georgia by and on behalf of Georgia State University, located at 1248 Urban Life Building, 140 Decatur Street, Atlanta Georgia 30303 (“School”).

WHEREAS, Facility is duly licensed by the Colorado Department of Health to operate acute care hospitals and other healthcare facilities and is accredited by The Joint Commission (“Joint Commission”), and

WHEREAS School offers students educational programs and training opportunities for its students (“Participating Students”) and wishes to advance such training at Facility under the terms and conditions of this Agreement; and

WHEREAS, Facility has the necessary facilities, services and personnel to provide clinical educational experiences essential to the appropriate curriculum at School.

NOW, THEREFORE, in consideration of the agreements herein contained, it is hereby mutually agreed and covenanted between the undersigned parties as follows:

### **A. RESPONSIBILITIES OF FACILITY**

1. Facility will make available to Participating Students its facilities and staff as Facility determines reasonable and appropriate to provide opportunities for educational experience (the “Cooperative Education Program”).
2. Facility shall maintain full responsibility for patient care throughout the term of the Cooperative Education Program<sup>3</sup>. Facility shall maintain applicable general and professional liability coverage in such amount and under such terms as may be required by applicable law.
4. Facility will determine the number of Participating Students that may be accepted into the Cooperative Education Program for a given period of time, which number will depend upon the availability of space, the patient or client population, qualified staff and any other condition Facility deems pertinent. Facility will determine the clinical

experiences for such Participating Students in consultation with School, including a statement of criteria for participation, the term of the Cooperative Education Program, and the placement and scheduling of Participating Students.

5. Facility will appoint a representative to be School's contact and consultant regarding the Cooperative Education Program. The initial representative is Angela Shopp. The Facility shall subsequently name an operational representative and shall notify School of that individual's name and contact information. The representative will have the following duties:

- a. arrange for supervision of School's Participating Students by persons designated by Facility;
- b. cooperate with School to establish educational objectives and curricula related to the Cooperative Education Program;
- c. advise School of changes in personnel, operation or policies which materially relate to and can reasonably be anticipated to adversely affect the Participating Students' educational experience; and
- d. coordinate communication between Facility and School regarding Participating Students' educational objectives and performance.

6. Facility will provide to School and its Participating Students:

- a. a copy of, or other reasonable access to, Facility's current policies and procedures with which Participating Students must comply;
- b. student orientation;
- c. such access to Facility's libraries and equipment as Facility determines is appropriate;
- d. other information as Facility determines is needed for the clinical experience.

7. Facility will allow on-site visits of representatives of School upon prior notice during normal working hours. Facility will permit reasonable inspection by organizations and individuals responsible for accrediting the School and will cooperate in supplying non-privileged information reasonably required to assist School in maintaining accreditation.

8. Facility in its sole discretion may immediately suspend, and/or require School to withdraw, any student/instructor from the Cooperative Education Program. If reasonably possible, such suspension or withdrawal will be implemented cooperatively by the Facility and School, and any grievance against any student/instructor will be discussed among Facility, School, and student/instructor. School shall have the full responsibility

for the conduct of any student or faculty disciplinary proceedings and shall conduct the same in accordance with applicable statutes, rules, regulations and case law.

9. Facility will evaluate the performance of Participating Students on a regular basis using an evaluation form provided by the School or, at Facility's option, one that is regularly used by the Facility. While it is understood that the Facility will be responsible for evaluation of student performance during the Program, final responsibility and authority for a Student's written evaluation and grading shall remain the exclusive responsibility of the School.

10. Facility will provide emergency health care to a student in case of accident or sudden illness occurring at the Facility at the expense of the student pursuant to B.4.d. below.

11. Facility and School acknowledge the protection of Students in the Cooperative Education Program from exposure to bloodborne pathogens is the joint concern of Facility, University and the Student. Facility will make available to Students for use within the Facility all personal protective equipment including gloves, gowns, masks and other supplies necessary to comply with Centers for Disease Control guidelines, as appropriate to the Student's Cooperative Education Program. If the Cooperative Education Program involves exposure to bloodborne pathogens, Facility shall provide Students with education regarding bloodborne pathogens appropriate to the Student's educational training at Facility, and, shall maintain documentation of such education. University shall to the extent allowed by law or regulation, offer to participants at substantial risk of directly contacting bodily fluids, antibody and or antigen testing and vaccination in accordance with requirements of the Occupational Health and Safety Administration and Centers for Disease Control. Facility will use its best efforts to appropriately test the source patient and to obtain the patient's consent to disclosure of test results to the School and Student.

## **B. RESPONSIBILITIES OF SCHOOL**

1. School will place in the Cooperative Education Program only those Participating Students who have successfully completed appropriate prerequisite courses and clinical educational experience. School will inform Facility of the level of training a student has received and will provide current information regarding the student's clinical educational goals.

2. School will advise each student of Cooperative Educational Program's requirement that he or she maintain, throughout the term of the Program without interruption:

- a. applicable professional liability coverage in such amounts and under such terms as may be required by applicable law and by Facility. Participating Student will either name Facility as an additional insured party or provide

- a certificate of coverage on any applicable professional liability coverage policy maintained by School or Participating Student.
  - b. other liability coverage as may be applicable for the Participating Students.
  - c. Upon request, Student will provide to Facility proof of such coverage in the form of a certificate of coverage. Student will notify Facility thirty (30) days prior to any cancellation of or significant change in coverage.
  - d. Consistent with Colorado Revised Statutes § 8-40-302(7), School will also provide workers' compensation as may be applicable for the Participating Students, unless otherwise agreed to by the parties.
  - e. If School, by reason of its respective state laws, cannot provide workers compensation coverage, then School and Facility agree to make other arrangements consistent with Colorado state law and section B.2.d. shall not apply. For purposes of this Agreement, Facility shall provide workers' compensation coverage for Participating Students at no cost to the Participating Student or the School.
  - f. If School is a governmental entity, it shall be subject to such coverage provisions as may be required by state law, and the coverage requirements above shall be modified according to such laws.
3. School will designate a representative to work with Facility's representative regarding the coordination of the administrative and academic aspects of the Cooperative Education Program. The representative will provide copies of applicable curricula to Facility's representative, and accept Facility input on curricula. School may have a faculty representative on site at Facility during clinical experiences as determined necessary by Facility and School depending upon the particular clinical experience. The School's initial representative is Shana Finks.
4. School will inform each student that he or she is responsible for:
- a. respecting the confidentiality of patients of Facility and Facility's clinics and their records;
  - b. following Facility's rules, regulations, policies and procedures;
  - c. complying with Facility's Blood Borne Pathogen policies, procedures and protocols;
  - d. paying all applicable expenses, including without limitation meals, laundry of uniforms, medical expenses, transportation and books;

- e. providing Facility with records of student's immunizations and/or other medical tests; including but not limited to mumps, measles, rubella, TB test, hepatitis B, varicella, tetanus, and annual influenza vaccination or valid medical exemption/declination; provided that in the event a student presents a valid medical exemption/declination, such student shall comply with Facility's policies regarding intervention with patients and staff, which may include requiring that the Student wear a mask and take other infection control measures;
  - f. obtaining written permission from Facility and School before publishing any material relating to the clinical experience.
5. School will obtain, as Facility may request, any authorizations from Participating Students necessary for release of confidential records, including without limitation Participating Students' medical records, educational records and criminal records.
  6. School will require its faculty, employees and agents involved in the Cooperative Education Program to comply with all applicable policies, procedures, rules and regulations of Facility.
  7. School will ensure that students are familiar with and have a general understanding of the function and role of HIPAA, OSHA and Joint Commission.
  8. School will provide the training and/or certification to Participating Students for BLS American Heart Association for Healthcare Providers certification for clinical areas, as applicable, and shall provide Facility with documentation of such training or certification
  9. School will inform Student of the requirement that they undergo a criminal background check. Results of such criminal background check will go directly to representative of Facility prior to the student's arrival at Facility or at the beginning of each academic term for the students coming for training that term.

### **C. CONFIDENTIALITY**

All patient information, financial information, information concerning any matter relating to the business of the other party, records and data collected or obtained by Facility (or its employees) or exchanged among Facility and School will be treated in a confidential manner and in compliance with applicable state and federal law.

Neither party shall disclose the substance of this Agreement nor any information acquired from the other party during the course of this Agreement to any third party unless required by law or authorized, in writing, by the other party.

The parties acknowledge that many student educational records are protected by the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g, ("FERPA") and that a student's consent generally must be obtained before releasing personally identifiable information from such records to anyone other than School. Facility agrees to disclose

student education records only to School, to the student, or as otherwise authorized or required by law.

This section does not apply to information: (1) required by law to be disclosed or to be provided to government agencies and organizations; (2) required by Joint Commission or other accreditation organization(s); (3) disclosed in legal or government administrative proceedings, when ordered to do so by court of competent jurisdiction; (4) disclosed through no fault of the party with the obligation not to disclose; or (5) which is or becomes part of the public domain through no fault of either party hereto. Notwithstanding the above, should the information subject to disclosure be FERPA protected, Facility shall notify School of such request and provide enough advance notice to Student to allow Student to take appropriate legal action to prevent disclosure of information should Student choose to do so.

For the purposes of the HIPAA Privacy Regulations and the HIPAA Security Regulations (45 CFR 160 and 45 CFR 164 Subpart C) (hereafter "HIPAA") Student shall be considered a member of Facility's Workforce, as Workforce is defined under HIPAA. Accordingly, Student shall not be a Business Associate of Facility.

#### **D. GENERAL PROVISIONS**

**1. Term and termination.** The term of this Agreement will begin on December 3, 2020 and will continue for a period of three (3) years, and thereafter may be renewed for additional terms . Either party shall have the right to terminate this Agreement, with or without cause, following sixty (60) days' written notice by registered mail to the other party. However, subject to the provisions of Section A(8) above, Participating Students then currently enrolled and in good standing in the Cooperative Education Program may be allowed to continue until such Participating Students have completed their term.

**2. Supervision.** Facility and School agree that Participating Students/Instructors engaged at the Facility under this Agreement will be under the supervision and control of the Facility and will adhere to Facility's policies and procedures regarding health care delivery and the Participating Students'/Instructors' role in delivering same.

**3. Liability.** Facility shall be responsible for any and all claims, costs, and expenses, arising from and out of an alleged negligent act(s) or omission(s) of Facility, its agents or employees, in the performance of the obligations under this Agreement. School shall be responsible for any and all claims, costs, and expenses, arising from and out of an alleged negligent act(s) or omission(s) of School, its agents or employees, in the performance of its obligations under this Agreement. School and Facility acknowledge and agree that the Student(s) in the Program are not employees or agents of the Board of Regents of the University System of Georgia, University or the Facility by reason of such participation, and that they assume no responsibilities as to the student participants that may be imposed upon an employer under any law, regulation or ordinance.

4. **No Salary or Wages.** No cash payment of any kind shall be provided to or received by School, Participating Students, or Facility for participation in this Agreement.

5. **Status of Parties.** The parties agree that instructors, staff and Participating Students participating in the Cooperative Education Program are not the employees or agents of Facility or the School. Instructors, staff and Participating Students are not entitled to any benefits from Facility, including but not limited to workers' compensation, unemployment coverage, health benefits (except as herein above provided), coverage or any other benefits provided by Facility to its employees except as specifically required by law or as specifically agreed to in writing by Facility. In such case, such items shall be provided only to the extent and for the purposes so required.

6. **Severability.** If for any reason, any provision of this Agreement is held invalid, such invalidity will not affect any other provision of this Agreement not held so invalid, and each such other provision will, to the full extent consistent with law, continue in full force and effect.

7. **Intentionally Omitted.**

8. **Notice.** Any notice required to be sent to the parties under this Agreement will be sent certified mail, return receipt requested, and addressed as follows:

To School: Lewis College of Nursing and Health Professions  
Occupational Therapy  
Wanda Little, Clinical Coordinator  
1248 Urban Life Building, 140 Decatur Street  
Atlanta GA 30303  
Phone: (404)413-1181  
Fax: (404)413-1090

To Facility: Centura Health  
Human Resource Department  
Attn: Angela Shopp  
9100 E. Mineral Circle  
Centennial, CO 80112  
Phone: (303) 673-8225  
Fax: (303) 673-7399

9. **Nonexclusive Agreement.** This Agreement is not exclusive. Facility reserves the right to offer a cooperative education program to Participating Students of other educational institutions.

10. **Nondiscrimination.** Neither Facility nor School will discriminate against any person because of race, color, religion, sex, national origin or any other status protected by applicable law.

**11. Entire Agreement; Modification and Waiver.** This Agreement constitutes the entire Agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all of the parties. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

IN WITNESS WHEREOF, the parties hereunto executed this Agreement as of the day and year first above written.

**SCHOOL**

**FACILITY**

By: Wendy Hensel  
Wendy Hensel  
Provost & Senior VP for Acad. Affairs

By: Amy S. King  
Amy S. King  
Sr. Vice President, Chief People Officer

Date: 15 December 2020

Date: 12.3.20