

**AGREEMENT CONCERNING  
AFFILIATION FOR CLINICAL TRAINING BETWEEN  
EMORY UNIVERSITY SCHOOL OF MEDICINE AND  
GEORGIA STATE UNIVERSITY**

This agreement (“Agreement”) is made as of July 1, 2020 (“Effective Date”) between Emory University, by and through its School of Medicine, a Georgia non-profit institution with an office at 100 Woodruff Circle N.E., Atlanta, GA 30322, on behalf of its Department of Psychiatry and its Emory Autism Center (“Emory”) and The Board of Regents of the University System of Georgia by and on behalf of Georgia State University (“School”).

- A. **PURPOSE.** The purpose of this Agreement is to guide and direct the parties respecting their affiliation to provide clinical education experiences through Emory’s Autism Center, for students who are enrolled in Byrdine F. Lewis College of Nursing and Health Professions (“Students”).
- B. **TERM AND TERMINATION.** Unless sooner cancelled as provided below, the term of this Agreement will be five (5) years, commencing on the Effective Date and ending on June 30, 2025. This Agreement may be renewed by mutual written consent of the parties. It also may be cancelled at any time by either party upon not less than thirty (30) days written notice; provided that all Students currently enrolled or participating in the Program at the Emory at the time of such notice of termination shall be given the opportunity to continue such participation and the parties shall continue to perform under the terms hereof with regard to the Students, until the sooner of each Student’s individual completion of the Program or six (6) months from the date of the notice of termination.
- C. **GENERAL UNDERSTANDING**
- 1) **Clinical Program.** The clinical education experience (“Education Experience”) to be provided will be of such content, and cover such periods of time, as may be mutually agreed upon by School and Emory, from time to time. 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) **Student Participants.** The number of Students designated for participation in an Education Experience will be determined by mutual agreement of School and Emory 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 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) **Non-Discrimination.** To the extent applicable, both parties shall abide by the requirements of the United States Code of Federal Regulations - 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. In addition, the parties agree that, in fulfilling their respective obligations and duties under this Agreement, they shall not discriminate against any individual or group on the basis of race, religion, age, sex, national origin, citizenship, disability, sexual orientation, genetic information, or veterans/national guard/military reserve status.
- D. **SCHOOL’S RESPONSIBILITIES**
- 1) **School Faculty.** If faculty member of School will accompany Students during their training at Emory, such faculty shall not render patient care at Emory unless the faculty member is credentialed and approved to provide such patient care by Emory’s appropriate committees and/or governing body. School shall not assign any faculty member to Emory in connection with the operation of the training program who is not appropriately licensed and credentialed. The parties acknowledge that School’s faculty members and Students are not employees of Emory by reason of this Agreement. School shall ensure that its participating faculty

members have current worker's compensation insurance coverage. School is solely responsible for paying its participating faculty and for processing all applicable payroll deductions for them.

- 2) Student Selection; Responsibility of Academic Affairs. School 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. School will retain ultimate responsibility for academic affairs, the education and evaluation of Students, and the assurance of Student and faculty access to appropriate resources for medical student education. To the extent that the department heads of School are not also the clinical service chiefs of Emory, the department heads of School shall have ultimate authority to assure faculty and student access to appropriate academic resources for medical student education of Students. As a condition for participation, each student must execute the *Authorization to Release Student Records* and the *Student Agreement Concerning Clinical Training*. Sample copies of each of the foregoing are attached to this Agreement and incorporated by reference. School shall provide copies of each of these executed documents at any time upon the request of Emory.
- 3) Student Compliance. School shall inform Student and faculty that they shall be required to comply with Emory's rules, regulations and procedures, and shall use its best efforts to keep Students and faculty informed as to the same and any changes therein of which School is made aware. Specifically, School shall keep each 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 Emory.
  - 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 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 Education Experience that identifies Emory or its patients or staff, directly or indirectly, or uses the name of Emory, 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.
- 4) Vaccinations
  - a) School shall require each Student to maintain proof of a current TB test, the results of which will be made available to Emory upon request. School shall advise each Student and faculty member that any expenses resulting from illness or injury occurring during his/her experience at Emory may be the responsibility of that individual and shall inform all Students and faculty of the need to maintain health/accident insurance.
  - b) School shall require each Student to provide documentation of the fact that he or she has been appropriately vaccinated against influenza, measles, mumps and rubella (MMR); has satisfactorily proven

immunity to these diseases, according to current CDC guidelines; or is unable, for bona fide medical reasons, to receive such vaccinations.

- c) School shall require each Student to provide documentation of the fact that he or she 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 is unable, for bona fide medical reasons to receive such vaccination.
- 5) Student Accommodations. School and Emory acknowledge that it is the sole responsibility of each Student to arrange for the Student's living accommodations while participating in the clinical education program at Emory.
- 6) School Insurance. School will ensure that all its participating students procure and maintain throughout the program professional liability insurance on an occurrence basis in amounts \$1,000,000.00 per occurrence and \$3,000,000.00 annual aggregate, form, and by a carrier satisfactory to the Department, and covering their activities at the Department, and to provide evidence of such insurance to the Department prior to participation in any program. 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. University faculty members will be provided professional liability coverage pursuant to the terms and conditions of the Georgia Tort Claims Act (O.C.G.A. Section 50-21-20 et seq.). The University will provide Worker's Compensation Insurance coverage for its participating faculty members. Upon request, the University will provide a certificate of insurance to the Department verifying the above coverage. School shall make reasonable business efforts to provide written notice to Emory of any material changes in the above-referenced insurance coverage. Emory shall have a right to terminate this Agreement in the event of changes in School's insurance that are unacceptable.
- 7) The parties will cooperate with each other in the investigation and disposition of any claim arising out of the activities of this Agreement, provided that nothing will require either party to disclose any documents, records or communications which are protected under the peer review privilege, the attorney-client privilege or the attorney work-product privilege. The provisions of this section will survive the termination of this Agreement.

#### E. EMORY'S RESPONSIBILITIES

- 1) Emory Liaison. Emory will assign a staff representative as liaison between Emory and School.
- 2) Direction and Coordination. As appropriate, Emory shall appoint a qualified Emory employee who will be responsible for directing and coordinating the experiences of the Students at the Emory.
- 3) Use of Facilities. Emory will provide adequate clinical facilities for Students in accordance with the clinical objectives developed through cooperative planning by School faculty and Emory staff. Emory shall permit Students to use the facilities and resources of the Emory when available, such as libraries, lounges, conference rooms, and audio-visual and other teaching equipment, consistent with the policies and procedures of the Emory.
- 4) Evaluation. Emory staff will, upon request, assist School in the evaluation of the learning and performance of Students, provided the Student has signed a consent to the exchange of educational information in accordance with the Family Educational Rights and Privacy Act of 1974, as amended. Although School shall retain all required consents, Emory will have the right to rely on such consents and to obtain copies of such consents upon request. 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.

- 5) Student Information. Emory acknowledges that the information provided by School, or others on behalf of School, that directly relates to any Student, including academic information, professional information (e.g., licenses obtained, suspension, revocation); training and/or certifications; health information; and the results of any criminal background check and/or drug testing/treatment information, hereinafter (“Student information”) is protected by the Family Educational Rights and Privacy Act (FERPA). Emory agrees that it (1) will protect the confidentiality of Student information; (2) will not use Student information for any purpose other than to carry out the purposes of this Agreement; and (3) will not disclose Student information except to individuals within its organization who have a legitimate need to know Student information.
- 6) Orientation. As necessary for the purposes of the Education Experience, Emory will provide the orientation to the School faculty representative(s) and Students as to the Emory, philosophies, rules, regulations and policies of Emory.
- 7) Emergency Care. Emory will provide emergency health care to Students who become ill or injured while at Emory, including treatment immediately following exposure to bloodborne pathogens or other infectious or environmental hazards. The cost of treatment provided pursuant to this section will be the responsibility of the Student.
- 8) Licensure. Emory shall maintain health Emory licensure as required by applicable law and meet criteria for accreditation as established by the Joint Commission on Accreditation of Healthcare Organizations or other appropriate accrediting agency.
- 9) Protective Equipment. Emory will make available to Students and faculty (if present) for use within Emory 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 training in the program.
- 10) Removal. 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.

#### **F.M MUTUAL RESPONSIBILITIES; MISCELLANEOUS**

- 1) Education Experience. 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 representatives of Emory and School to resolve any problems or develop any improvements in the operation of the clinical training program(s).
- 2) HIPAA. Before Students begin a training program at Emory, School 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. For purposes of HIPAA, School and Emory acknowledge that School’s faculty and Students are part of Emory’s “work force”, as defined in the HIPAA Privacy Regulations at 45 C.F.R. 160.103, and as such, no Business Associate agreement is required between School and Emory.
- 3) Excluded Provider. Each party represents to the other that it (i) is not currently excluded, debarred, or otherwise ineligible to participate in the federal health care programs as defined in 42 U.S.C. §1320a-7b(f) (the “federal health care programs”); (ii) is not convicted of a criminal offense related to the provision of health care items or services and has not been excluded, debarred or otherwise declared ineligible to participate in the federal health care programs; and, (iii) is not under investigation or otherwise aware of any circumstances that may result in it being excluded from participation in the federal health care programs. This shall be an ongoing representation during the term of the Agreement. Either party shall immediately notify the other of any change in the status of the representation set forth in this section. Any breach of this section shall give the other party the right to terminate the Agreement immediately for cause.

- 4) No Third-Party Beneficiary. This relationship is intended solely for the mutual benefit of the parties, and there is no intention, express or otherwise, to create any rights or interests for any party or person other than School and Emory. Without limiting the generality of the foregoing, no rights are intended to be created for any Student, faculty member, or patient, or spouse, next of kin, employer or prospective employer of any Student, faculty member or patient.
- 5) Notices. Any notices or other communication required or allowed under this Agreement shall be in writing and will be deemed sufficiently given if personally delivered or sent by registered or certified mail, postage prepaid, addressed or delivered as follows:

**If to Emory:**

Emory University School of Medicine  
 Associate Dean, Faculty Affairs Administration  
 100 Woodruff Circle, N.E.  
 Atlanta, Georgia 30322

**If to School**

Kelli Nowviskie  
 Dean's Office Administrator  
 P.O. Box 3995  
 Atlanta, GA 30302-3995

**With a Copy to:**

Office of the General Counsel  
 Emory University  
 201 Dowman Drive  
 102 Administration Building  
 Atlanta Georgia 30322  
 Attn: Deputy General Counsel/Chief Health Counsel

**With a 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.

- 6) Amendments. This Agreement may be modified or amended only by mutual consent of the parties, provided any and all modifications or amendments shall be in writing and signed by authorized representatives of the parties.
- 7) Assignment. Neither party may assign this Agreement without the prior written approval of the other party. Any attempted assignment shall be void and of no effect if not in accordance with this provision.
- 8) No Waiver. No waiver of any term or provision of this Agreement shall be effective unless in writing and signed by the party to be charged. No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such breach.
- 9) Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, the legality, validity and enforceability of the remaining provisions shall not be affected thereby.
- 10) Entire Agreement. This Agreement and all exhibits and attachments hereto constitutes the entire agreement of the parties with respect to the subject matter hereof.
- 11) Non-exclusivity. This Agreement is non-exclusive and does not affect either party's ability to enter into a similar agreement with other parties.
- 12) Governing Law. This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of Georgia, without giving effect to its conflicts of laws provisions. Any action or proceeding brought by either party to enforce its rights under this Agreement shall be brought exclusively in any state or superior court of competent jurisdiction located in the County of Fulton, State of Georgia, USA or in federal court in the Northern District of Georgia.

- 13) No Joint Venture or Partnership. At all times during the term of this Agreement, the relationship between Emory and School with respect to the subject matter hereof will be that of two independent entities contracting with each other at arm's length, and no joint venture, partnership or other joint enterprise will be deemed to result from this Agreement. School and Emory are and at all times shall remain independent and autonomous with respect to their obligations under this Agreement.
- 14) Delay or Non-Performance. Neither party shall be liable for any failure, inability or delay to perform hereunder, if such failure, inability or delay is due to any cause beyond the reasonable control of the party so failing and due diligence is used in curing such cause and in resuming performance.
- 15) Successors and Assigns. Agreement shall be binding upon, and shall inure to the benefit of, the parties and their respective successors and permitted assigns.
- 16) Authority. Each party represents and warrants that it has the full power and authority to enter into this Agreement, to consummate the transactions contemplated to be consummated hereby, and to perform the obligations hereunder. This Agreement has been duly executed and delivered and constitutes each party's valid and binding obligation, enforceable in accordance with its terms.
- 17) Judicial Interpretation. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of both parties have participated in the preparation hereof.
- 18) Federal Labor Standards Act. Neither Institution nor its faculty or students shall be entitled to any compensation, benefits, wages, overtime pay, unemployment benefits or withholding of personal taxes from Emory in connection with the Education Experience. Institution shall require its students, employees and faculty to comply with all applicable provisions of the Federal Fair Labor Standards Act and its implementing regulations as updated (collectively the "FLSA"). Institution shall indemnify, defend, and hold harmless Emory its officers, agents, and employees from any and all liability, loss, claims, damages, fines, wages, overtime pay, benefits, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the FLSA, related to activities under the Agreement

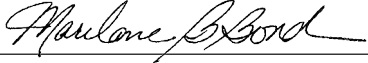
*Signatures on Following Page*

*Signature Page to Agreement Concerning Affiliation for Clinical Training*

IN WITNESS WHEREOF, the parties hereto, through their authorized representatives, have affixed their signatures below.

**Emory University through its School of Medicine**

By:



Marilane B. Bond, EdD, MBA  
Associate Dean for Medical Education

1/27/21

Date

**Georgia State University**

By:



Wendy Hensel  
Senior VP for Academic Affairs and Provost

**06 August 2020**

Date

**AUTHORIZATION TO RELEASE STUDENT RECORDS**

TO: Emory University and \_\_\_\_\_  
(Student's Home Institution)

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 University. I further authorize the release of any information relative to my medical history, physical and mental condition to Emory University 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 University 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 University, 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 University 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  
Name: \_\_\_\_\_  
(Please print)

\_\_\_\_\_  
Witness Signature  
Name: \_\_\_\_\_  
(Please print)



**STUDENT AGREEMENT CONCERNING  
CLINICAL TRAINING PROGRAM**

In consideration for being permitted to participate in a clinical training experience at Emory University (“Emory”), I hereby agree to the following:

1. To follow the administrative policies, standards and practices of Emory.
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 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 clinical 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.

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 clinical training. 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 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.”

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Signature      Name (print)      Date

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Witness Signature      Name (Print)      Date