

**CLINICAL AFFILIATION AGREEMENT**  
**(Nursing, Therapy, Pharmacy or Other Clinical Care Rotation)**

This Clinical Affiliation Agreement (this "Agreement") is made effective as of February 5, 2020 (the "Effective Date") by and between **Board of Regents of the University System of Georgia, by and on behalf of Georgia State University** ("School") and **Encompass Health Rehabilitation Hospital of Gadsden, LLC**, doing business as Encompass Health Rehabilitation Hospital of Gadsden, a Delaware limited liability company ("Encompass Health").

**WHEREAS**, Encompass Health owns and/or operates an inpatient rehabilitation hospital located at 801 Goodyear Avenue, Gadsden, Alabama 35903 ("Hospital");

**WHEREAS**, School offers its students an undergraduate degree, or graduate degree, or certification program in the field of nursing, therapy, pharmacy or other clinical care and treatment fields;

**WHEREAS**, as part of such degree or certification program, School desires for its students to have the ability to participate in clinical rotations in patient-care settings at the Hospital; and

**WHEREAS**, both parties agree that it is to their mutual advantage for selected students of School (the "Students") to receive clinical education experiences at the Hospital.

**WITNESSETH:**

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Encompass Health and School hereby agree as follows:

**1. Affiliation Procedure.** Each clinical education program at Hospital is referred to as the "Program." The Chief Executive Officer of the Hospital will designate a representative to act as a liaison between School and Hospital regarding the Hospital's duties under this Agreement. School shall communicate directly with Hospital to arrange the details of the Program for each Student. This Agreement includes degree programs/disciplines at School and will allow Students to participate in clinical rotations in any of the following areas: nursing, therapy, pharmacy or other clinical care and treatment fields. Notwithstanding the foregoing, Hospital is not obligated to accept any Student. The parties understand and agree that the Programs are not exclusive and the School may place Students in hospitals owned and operated by other entities, and Hospital may accept students from other educational institutions.

**2. Mutual Responsibilities.**

(a) The schedule, content, objectives and goals of all Programs will be arranged in cooperation between the President of the School or his/her designee and the Chief Executive Officer of the Hospital or his/her designee. The parties shall mutually agree on the number of Students and the length of time each Student shall spend participating in a Program at the Hospital.

(b) The School and the Hospital acknowledge and agree that Hospital rules and regulations apply to Students. The rules and regulations of the Hospital, including, but not limited to, Hospital's Drug and Alcohol Policy, shall be provided to the School by the Hospital. Notwithstanding the foregoing, no Student, agent, or employee of the School shall be considered an employee of Encompass Health Corporation or the Hospital at any time during the term of this Agreement and, therefore, no workers' compensation coverage will be provided to any Student, agent or employee of the School by Encompass Health Corporation or Hospital.

(c) The School and the Hospital retain the privilege to exchange and review materials relevant to the Student's clinical education, and will comply with the Family Educational Rights and Privacy Act (FERPA) and applicable state law.

### **3. School Responsibilities.**

(a) The School shall ensure that the Students are assigned appropriately by evaluating Student competence and knowledge prior to the clinical experience. Only those Students who have satisfactorily completed the prerequisite portion of their curriculum will be selected for participation in a Program at the Hospital. Prior to each Student's clinical experience, if rotating in a patient care role, the School shall provide the Hospital written verification that such Student is competent to perform basic emergency procedures, such as Cardio-Pulmonary Resuscitation. The School will retain ultimate responsibility for the education of its Students.

(b) Faculty provided by the School, if any, shall be duly licensed, certified or otherwise qualified to participate in the Program. The School will provide proof of licensure, certification or other qualifications to Hospital upon request.

(c) The School shall select Students without regard to race, creed, sex, national origin, age, disability or other prohibited basis. Prior to the Students' clinical experience, the School shall provide written verification to the Hospital that each student participating in a Program has been screened and/or immunized against communicable diseases, such as tuberculosis, etc., as recommended by the Centers for Disease Control.

(d) The School shall require each Student to provide proof of medical insurance. The School shall (or School shall require each Student to) obtain and maintain professional and general liability insurance for each student of at least \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate and provide proof of such coverage to the Hospital prior to each Student coming onto the Hospital's premises. If School participates in a state sponsored patient compensation fund, primary professional liability limits required by this Agreement shall be in accordance with said statute, and School shall provide Hospital with evidence of its primary limit, along with proof of participation in said patient compensation fund. If School provides said insurance, it may be provided through a program of qualified self-insurance. The School and Encompass Health agree that such insurance policies maintained by the School or Student: (i) shall be primary and that any insurance maintained by Encompass Health or its parent company shall be non-contributing; (ii) must cover any claims made against the School, Hospital or Encompass Health relating to this Agreement, unless loss or claim is due to Hospital's sole negligence; and (iii) shall be in full force and effect for a period of three (3) years after termination or expiration of the Student's clinical rotation at the Hospital unless such coverage is occurrence-based

coverage. The School agrees that such insurance maintained by the School or Student may not be cancelled or materially changed without at least a thirty (30) day written notice to the Hospital.

(e) The School agrees that and shall inform Students that it is the Students' responsibility for arranging their: (i) transportation needed to fulfill their responsibilities at the Hospital; (ii) room and board during their participation in the Program; and (iii) arrival and departure dates with the Hospital.

(f) The School shall advise the Student that he/she will be required to sign a Statement of Confidentiality in the form attached hereto as Exhibit A.

(g) The School shall advise the Student that he/she will be required to sign an Acknowledgement Form regarding Hospital's Drug and Alcohol Policy in the form attached hereto as Exhibit B.

(h) The School shall advise the Student that he/she will be required to sign a Release Statement Certification regarding certain investigative background checks in the form attached hereto as Exhibit C.

(i) The School shall advise the Student that he/she will be required to sign a Health Insurance Portability and Accountability Act (HIPAA) Student Training Documentation form regarding the confidentiality and privacy of patient protected health information in the form attached hereto as Exhibit D.

#### **4. Hospital Responsibilities.**

(a) The Hospital shall provide all reasonable information requested by the School on a Student's work performance, and notify the School as soon as practical in advance of a clinical assignment or of any change in the Hospital's ability to take Students. The Hospital, in cooperation with the School, shall inform each Student of all relevant schedules, rules, and regulations of the Hospital, including Hospital's Drug and Alcohol Policy, and professional standards of practice. The Hospital shall provide each Student with a work schedule similar to that of a clinician. The Hospital shall complete and return all Student evaluations according to any reasonable schedule provided by the School.

(b) Hospital shall carry appropriate professional liability insurance on its employees, but not any Students or faculty provided by the School, in the amounts of at least \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate and provide written evidence to the School upon reasonable request.

(c) The Hospital may provide to the Students, to the extent possible, first aid for injuries, including, but not limited to, needle sticks. However, the Hospital assumes no responsibility, financial or otherwise, beyond the initial first aid, and treatment and the payment for such treatment shall be the responsibility of the individual Student.

(d) The Hospital shall provide clinical instruction to the Students and supervise the Students' clinical experience.

(e) The Hospital is responsible for assuring that the healthcare and rehabilitation services received by its patients are performed in a competent, efficient and satisfactory manner. Therefore, the Hospital has the right to perform criminal background screening and drug and alcohol tests on Students prior to the Students' participating in the Program and randomly during their participation in the Program, regardless of whether the Hospital has reasonable suspicion of drug and/or alcohol usage by the Students.

**5. Student Withdrawal.** A Student may be withdrawn from the Program at any time by the School or the Hospital for any of the following reasons:

- (a) Unprofessional or unethical behavior exhibited by the Student.
- (b) Failure by the Student to meet any necessary academic requirements.
- (c) Personal good cause, including, but not limited to, medical emergencies.
- (d) Arrest for a felony or crime involving moral turpitude or theft.
- (e) Use of alcohol, drugs or other toxic or foreign agents which tend, in the Hospital's reasonable judgment, to limit or adversely affect the Student's duties and responsibilities.
- (f) Refusal to take a drug and alcohol test, or if a test proves positive for a measurable quantity of intoxicants, non-prescribed narcotics, hallucinogenic drugs, marijuana or other non-prescribed controlled substance, or any other violation of Hospital's Drug and Alcohol Policy.
- (g) Any other reason in the reasonable judgment of Hospital.

**6. Confidential Information.** The School shall not disclose the terms of this Agreement to any person who is not a Student or a party to this Agreement, except as required by law or as authorized by Encompass Health. Unauthorized disclosure of confidential information or of the terms of this Agreement shall be a material breach of this Agreement and shall provide Encompass Health with the option of pursuing remedies for breach, or, notwithstanding any other provision of this Agreement, immediately terminating this Agreement upon written notice to School. The School shall inform Students that they must maintain as confidential all Encompass Health information, including data and all patient records. Students should not copy or remove any Encompass Health materials or patient information from the premises. Students doing case studies must have a signed patient release form on the patient's chart. Each Student shall at all times abide by and adhere to all policies and procedures of Encompass Health with respect to the protection of individually identifiable health information or any requirements as may be applicable to the Students or the School in accordance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or the regulations promulgated relative thereto.

**7. Use and Protection of Intellectual Property.** Encompass Health retains all rights and interests in its name and logo and all related intellectual property, including programs and educational materials (collectively "Intellectual Property"). The School shall inform Students that

all intellectual property Students create while at Encompass Health, through work, study or research and development activities, will be the property of Encompass Health.

**8. Term.** The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect for a period of one year, unless earlier terminated: (a) by the parties upon mutual written consent, (b) by either party upon at least ninety (90) days' prior written notice to the other party or (c) as otherwise set forth herein. Students participating in a Program at the time of notice of termination shall be given the opportunity to complete their clinical rotation at the Hospital, at the hospital's sole discretion. This Agreement shall automatically renew for additional one-year terms unless otherwise terminated as set forth herein.

**9. Notice.** All notices hereunder by either party to the other shall be in writing, delivered personally, certified mail, or by overnight courier and shall be deemed to have been duly given when delivered personally or one day after delivered to the overnight courier, charges prepaid and properly addressed to the respective parties at the addresses shown following each party's signature to this Agreement.

**10. Additional Acts.** Each party hereby agrees to perform any further acts and to execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

**11. Binding Effect and Captions.** This Agreement shall be binding on and shall inure to the benefit of the parties hereto, and their permitted successors and assigns. The captions or headings in this Agreement are made for convenience and general reference only and shall not be construed to describe, define or limit the scope or intent of the provisions of this Agreement.

**12. Consents and Approvals.** For each Student who enters the Hospital, all consents and approvals required by the School under this Agreement shall be conclusively presumed to have been obtained and this Agreement shall be binding and enforceable against School.

**13. Counterparts; Electronic Execution and Retention.** This Agreement may be executed in any number of counterparts, each of which, when so executed, shall be deemed to be an original, and such counterparts shall, together, constitute and be one and the same instrument. A signature on a counterpart may be made by facsimile or otherwise electronically transmitted, and such signature shall have the same force and effect as an original signature. Further, this Agreement may be retained in any electronic format, and all electronic copies thereof shall likewise be deemed to be an original and shall have the same force and effect as an original copy of this Agreement.

**14. Closing or Sale of Encompass Health.** In the event the Hospital closes or is sold to a third party, Encompass Health reserves the right to terminate this Agreement effective upon such closure or sale.

**15. Independent Contractor.** The School shall be an independent contractor of Encompass Health. No joint venture or partnership, no relationship of employer and employee, master and servant or principal and agent, is created by this Agreement and neither party shall be considered an agent, servant or employee of the other party. Neither party, nor any of its agents,

employees or affiliates, shall have any claim under this Agreement or otherwise against the other party for vacation pay, sick pay, retirement benefits or any other employee benefit of any kind.

**16. Modifications and Waivers.** This Agreement may not be changed or terminated orally, but may only be changed or terminated by an agreement in writing signed by both parties. A waiver by either party of any breach or default under the terms of this Agreement shall not constitute a waiver of any subsequent breach or default.

**17. No Rule of Construction.** The parties acknowledge that this Agreement was initially prepared by Encompass Health solely as a convenience and that all parties and their counsel hereto have read and fully negotiated all the language used in this Agreement. The parties acknowledge that because all parties and their counsel participated in negotiating and drafting this Agreement, no rule of construction shall apply to this Agreement that construes ambiguous or unclear language in favor of or against any party by reason of that party's role in drafting this Agreement.

**18. Severability.** In any case one or more of the provisions or part thereof contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, the remaining parts of the provision and the remaining provisions of this Agreement will remain in full force and effect, and such invalid, illegal and unenforceable provisions shall be reformed and construed so that it will be valid, legal and enforceable to the maximum extent permitted by law.

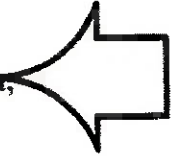
**19. Survivability.** With the exception of this Section and any provision of this Agreement which requires performance after the term of this Agreement has expired or been terminated, no provision of this Agreement shall survive the expiration or termination of this Agreement.

**20. Entirety.** This Agreement constitutes the final agreement between the parties. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be effective as of the date and year first above written.

“SCHOOL”:

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



By: Wendy Hangel  
Name: Wendy Hangel 30 January, 2020  
Its SVP for Academic Affairs & Provost

Address:

140 Decatur Street, Suite 816  
Atlanta, Georgia 30303

“ENCOMPASS HEALTH”:

Encompass Health Rehabilitation Hospital of  
Gadsden, LLC

By: Kayla Ferrell  
Name: Kayla Ferrell, CEO 2/5/2020  
Its Authorized Representative

Address:

801 Goodyear Avenue  
Gadsden, Alabama 35903

**EXHIBIT A**

**STATEMENT OF CONFIDENTIALITY**

As a participant in clinical rotations at the Hospital, I hereby acknowledge my responsibility to keep all patient and business information of the Hospital and Encompass Health Corporation (formerly named HealthSouth Corporation) confidential, in accordance with federal and state laws and regulations and the Agreement made by and between the Hospital and School. Furthermore, I agree, under penalty of law, not to disclose: (i) specific information regarding any patient to any person or persons, except to authorized clinical staff and associated personnel as necessary to perform my clinical rotation duties; and (ii) any confidential business information of the Hospital and Encompass Health Corporation to any third party. This Statement of Confidentiality shall continue in effect after my clinical rotation at the Hospital has expired or terminated.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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**Name of Student (Print)**

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**Signature of Student**



**EXHIBIT B**

**DRUG AND ALCOHOL POLICY ACKNOWLEDGEMENT FORM**

**(CONFIDENTIAL)**

By signing below, I hereby acknowledge that I have received a copy of Encompass Health's Drug and Alcohol Policy and agree that I will read the policy.

I understand that situations may occur in which I will be required to take a drug or alcohol test or submit to a search of my person or possessions in accordance with Hospital policy. I also understand that I may be withdrawn from participation in my clinical rotation at the Hospital: (i) by refusing to take a drug or alcohol test; (ii) by refusing to allow a search; (iii) if a drug or alcohol test proves positive; or (iv) if a search discloses possession of a prohibited item, such as a weapon.

I further understand if I am involved in a work-related accident, I may be required to submit to a blood or urine test. I also understand that I may be withdrawn from participation in my clinical rotation at the Hospital: (i) by refusing to take a blood or urine test; or (ii) if such blood or urine test proves positive.

I also understand that upon my request I will be provided a list of all drugs / substances for which tests will be conducted.

I further understand that adherence to Encompass Health's Drug and Alcohol Policy is a condition of clinical rotation for all students and hereby consent to and accept such policy as a condition of my rotation.

\_\_\_\_\_  
**Name of Student (Print)**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Student Signature**

**EXHIBIT C**

**DISCLOSURE REGARDING BACKGROUND INVESTIGATION  
(PROCUREMENT OF CONSUMER REPORTS AND/OR INVESTIGATIVE CONSUMER REPORTS)**

PLEASE READ THE FOLLOWING STATEMENTS CAREFULLY:

PLEASE BE ADVISED that Encompass Health Corporation and/or one or more of its subsidiaries ("Encompass Health") may obtain information about you from a Consumer Reporting Agency for **employment purposes and/or for participation in clinical rotations**. Thus, you may be the subject of a **Consumer Report** or an **Investigative Consumer Report**, which may include information about your character, general reputation, personal characteristics, and mode of living, and which can involve personal interviews with sources such as your neighbors, friends, associates, or others. These reports may include employment history and reference checks, criminal and civil history information, motor vehicle records and moving violation reports ("driving records"), sex offender status reports, education verification, professional licensure verification, drug testing and Social Security Verification. The scope of the Authorization will allow Encompass Health to obtain all manner of consumer reports and investigative consumer reports to evaluate you for employment purposes and/or participation in clinical rotations now and, if you are hired/selected, throughout the course of your employment and/or participation in clinical rotations without further notice, to the extent permitted by applicable federal and state law. As a result, you should carefully consider whether to authorize the procurement of a report.

PLEASE BE FURTHER ADVISED that it is Encompass Health who determines the nature and scope of any consumer report, and you have the right, upon written request to Encompass Health and made within a reasonable time after receipt of this notice, to obtain a complete and accurate disclosure of the nature and scope of any such report. A written summary of your rights under the Fair Credit Reporting Act is being provided to you along with this form.

FINALLY, PLEASE BE ADVISED that the Consumer Report and/or Investigative Consumer Report will be prepared by Employment Screening Services, Inc., 2500 Southlake Drive Birmingham, AL 35244, USA. Toll-free 866.859.0143, [www.es2.com](http://www.es2.com), or its subcontractor.

I HEREBY ACKNOWLEDGE THAT I HAVE READ THE FOREGOING DISCLOSURE.

APPLICANT'S SIGNATURE

DATE

\_\_\_\_\_

\_\_\_\_\_

## AUTHORIZATION

I HEREBY AUTHORIZE Encompass Health Corporation and its subsidiaries (Encompass Health) to obtain "consumer reports" and/or "investigative consumer reports" at any time after receipt of this Authorization and, if I am hired/selected, throughout my employment and/or participation in clinical rotations. To this end, I hereby authorize, without reservation, any person or entity, law enforcement agency, administrator, state or federal agency, institution, school or university (public or private), information service bureau, employer, or insurance company to furnish any and all background information to ESS, 2500 Southlake Park, Birmingham, AL 35244, toll free 866.859.0143, [www.es2.com](http://www.es2.com), or its subcontractor or another outside organization acting on behalf of ESS. The term "background information" includes, but is not limited to, employment history, reference checks, criminal and civil history information, motor vehicle records, moving violation reports, sex offender status information, education verification, professional licensure verification, drug testing and information related to my Social Security number. I agree that a facsimile ("fax"), electronic (including electronically signed) or photographic copy of this Authorization shall be as valid as an original.

I acknowledge receipt of the Disclosure Regarding Background Investigation (Procurement Of Consumer Report And/Or Investigative Consumer Report). I also acknowledge receipt of the State Law Notices Regarding Background Investigations. I also understand I can view ESS's Privacy Policy on its website, [www.es2.com](http://www.es2.com).

\_\_\_\_\_  
Signature of Employee or Prospective Employee

\_\_\_\_\_  
Date

IF THE INDIVIDUAL IS A MINOR CHILD UNDER THE AGE OF EIGHTEEN YEARS:

I am the parent or legal guardian of the minor child who signed hereinabove; having read the foregoing Authorization, and in my capacity the minor's parent or legal guardian, I hereby authorize and consent to the obtaining of "consumer reports" and "investigative consumer reports" at any time after receipt of this Authorization and, if the minor is hired/selected, throughout the minor's employment/clinical rotation.

\_\_\_\_\_  
Signature of Employee or Prospective Employee

\_\_\_\_\_  
Date

### APPLICANT INFORMATION: TO BE COMPLETED BY APPLICANT

**The following is for identification purposes only to perform the background check and will not be used for any other purpose.**

Print: Last Name	First Name	Middle Initial	
Date of Birth	Social Security Number	Driver's License Number	State
Current Address:	City	State	Zip Code
Previous Address (Past 7 Years):	City	State	Zip Code
Previous Address (Past 7 Years):	City	State	Zip Code
Alias Names (Other names I have been known by):			
Degree Obtained	Year Graduated	Name of School	City and State of School
Last Name Used at Time of Graduation			

**ADDITIONAL STATE LAW NOTICES REGARDING BACKGROUND INVESTIGATIONS  
(PROCUREMENT OF CONSUMER REPORTS AND/OR INVESTIGATIVE CONSUMER REPORTS)**

**California residents or applicants for positions in California only:** Please check this box if you would like to receive a copy of an investigative consumer report or consumer credit report at no charge if one is obtained by Encompass Health. [ ] By signing below, you also acknowledge receipt of the Notice Regarding Background Investigation Pursuant to California Law, which is being provided with this form.

**Maine residents or applicants for positions in Maine only:** You have the right upon request, to be informed of whether an investigative consumer report was requested by Encompass Health, and if one was requested, the name and address of the consumer reporting agency furnishing the report. You may request and receive from Encompass Health, within 5 days of our receipt of such request, the name, address and telephone number of the nearest unit designated to handle inquires for the consumer reporting agency issuing an investigative consumer report concerning you. You have the right, under Maine law, to request and promptly receive from all such consumer reporting agencies copies of any such investigative consumer reports.

**Massachusetts residents or applicants for positions in Massachusetts only:** Upon written request to Encompass Health, you have the right to receive a copy of any investigative consumer report about you requested by Encompass Health. You also have the right, under Massachusetts law, to request and promptly receive from the consumer reporting agency a copy of any such reports.

**Minnesota residents or applicants for positions in Minnesota only:** Please check this box if you would like to receive a copy of a consumer report if one is obtained by the Company. [ ]

**New Jersey residents or applicants for positions in New Jersey only:** You have the right, upon written request to the consumer reporting agency for a copy of any investigative consumer report Encompass Health requested about you. By signing below, you also acknowledge receipt of A Summary of Your Rights Under the New Jersey Fair Credit Reporting Act, which is being provided with this form.

**New York residents or applicants for positions in New York only:** Upon written request, you will be informed whether or not a consumer report was requested by Encompass Health, and if such report was requested, informed of the name and address of the consumer reporting agency that furnished the report. You may inspect and order a free copy of the reports by contacting the background check company. By signing below, you also acknowledge receipt of Article 23-A of the New York Correction Law, which is being provided with this form.

**Oklahoma residents or applicants for positions in Oklahoma only:** Please check this box if you would like to receive a copy of a consumer report if one is obtained by the Company. [ ]

**Washington state residents or applicants in Washington state only:** If Encompass Health requests an investigative consumer report, you have the right, upon written request made within a reasonable period of time, to receive from Encompass Health a complete and accurate disclosure of the nature and scope of the investigation. You have the right to request from the consumer reporting agency a written summary of your rights and remedies under the Washington Fair Credit Reporting Act.

I HEREBY ACKNOWLEDGE THAT I HAVE READ THE FOREGOING ADDITIONAL STATE LAW NOTICES REGARDING BACKGROUND INVESTIGATIONS.

APPLICANT'S SIGNATURE

DATE

\_\_\_\_\_

\_\_\_\_\_

*Para informacion en espanol, visite [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) o escribe a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20522.*

### **A Summary of Your Rights Under the Fair Credit Reporting Act**

The federal Fair Credit Reporting Act (FCRA) promotes accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. **For more information, including information about additional rights, go to [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20522.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
  - A person has taken adverse action against you because of information in your credit report;
  - You are the victim of identity theft and place a fraud alert in your file;
  - Your file contains inaccurate information as a result of a fraud;
  - You are on public assistance;
  - You are unemployed but expect to apply for employment within 60 days.

In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) for additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) for an explanation of dispute procedures.
- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.

- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need – usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You may give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).
- **You may limit “prescreened” offers of credit and insurance you get based on information in your credit report.** Unsolicited “prescreened” offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1-888-567-8688.
- Effective September 28, 2018, the following FCRA right applies with respect to nationwide consumer reporting agencies:

**CONSUMERS HAVE THE RIGHT TO OBTAIN A SECURITY FREEZE** You have a right to place a “security freeze” on your credit report, which will prohibit a consumer reporting agency from releasing information in your credit report without your express authorization. The security freeze is designed to prevent credit, loans, and services from being approved in your name without your consent. However, you should be aware that using a security freeze to take control over who gets access to the personal and financial information in your credit report may delay, interfere with, or prohibit the timely approval of any subsequent request or application you make regarding a new loan, credit, mortgage, or any other account involving the extension of credit.

As an alternative to a security freeze, you have the right to place an initial or extended fraud alert on your credit file at no cost. An initial fraud alert is a 1-year alert that is placed on a consumer’s credit file. Upon seeing a fraud alert display on a consumer’s credit file, a business is required to take steps to verify the consumer’s identity before extending new credit. If you are a victim of identity theft, you are entitled to an extended fraud alert, which is a fraud alert lasting 7 years.

A security freeze does not apply to a person or entity, or its affiliates, or collection agencies acting on behalf of the person or entity, with which you have an existing account that requests information in your credit report for the purposes of reviewing or collecting the account. Reviewing the account includes activities related to account maintenance, monitoring, credit line increases, and account upgrades and enhancements.

- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).

**States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For information about your federal rights, contact:**

TYPE OF BUSINESS	CONTACT
<p>1.a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates.</p> <p>b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the CFPB:</p>	<p>a. Consumer Financial Protection Bureau 1700 G Street, NW Washington, DC 20552</p> <p>b. Federal Trade Commission: Consumer Response Center – FCRA Washington, DC 20580 (877) 382-4357</p>
<p>2. To the extent not included in item 1 above:</p> <p>a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks.</p> <p>b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and insured State Branches of Foreign Banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act.</p> <p>c. Nonmember Insured Banks, insured State Branches of Foreign Banks, and insured state savings associations.</p> <p>d. Federal Credit Unions</p>	<p>a. Office of the Comptroller of the Currency Customer Assistance Group 1301 McKinney Street, Suite 3450 Houston, TX 77010-9050</p> <p>b. Federal Reserve Consumer Help Center P.O. Box 1200 Minneapolis, MN 55480</p> <p>c. FDIC Consumer Response Center 1100 Walnut Street, Box # 11 Kansas City, MO 64106</p> <p>d. National Credit Union Administration Office of Consumer Protection (OCP) Division of Consumer Compliance and Outreach (DCCO) 1775 Duke Street Alexandria, VA 22314</p>
<p>3. Air carriers</p>	<p>Asst. General Counsel for Aviation Enforcement &amp; Proceedings Aviation Consumer Protection Division Department of Transportation 1200 New Jersey Avenue, SE Washington, DC 20590</p>
<p>4. Creditors Subject to Surface Transportation Board</p>	<p>Office of Proceedings, Surface Transportation Board Department of Transportation 395 E. Street S.W. Washington, DC 20423</p>
<p>5. Creditors Subject to Packers and Stockyards Act, 1921</p>	<p>Nearest Packers and Stockyards Administration area supervisor</p>
<p>6. Small Business Investment Companies</p>	<p>Associate Deputy Administrator for Capital Access United States Small Business Administration 409 Third Street, SW, 8<sup>th</sup> Floor Washington, DC 20416</p>
<p>7. Brokers and Dealers</p>	<p>Securities and Exchange Commission 100 F Street NE Washington, DC 20549</p>
<p>8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations</p>	<p>Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090</p>
<p>9. Retailers, Finance Companies, and All Other Creditors Not Listed Above</p>	<p>FTC Regional Office for region in which the creditor operates or Federal Trade Commission: Consumer Response Center – FCRA Washington, DC 20580 (877) 382-4357</p>

NOTICE REGARDING BACKGROUND INVESTIGATION  
PURSUANT TO CALIFORNIA LAW

Encompass Health Corporation and/or one or more of its subsidiaries ("the Company") intends to obtain information about you for employment purposes from a consumer reporting agency. Thus, you can expect to be the subject of "investigative consumer reports" and "consumer credit reports" obtained for employment purposes. Such reports may include information about your character, general reputation, personal characteristics and mode of living. With respect to any investigative consumer report from an investigative consumer reporting agency ("ICRA"), you, including but not limited to obtaining a criminal record report, verifying references, work history, your social security number, your educational achievements, licensure, and certifications, your driving record, and other information about you, and interviewing people who are knowledgeable about you. The results of this report may be used as a factor in making employment decisions in the hiring process and throughout your employment if you are hired. The source of any investigative consumer report (as that term is defined under California law) will be ESS, 2500 Southlake Park, Birmingham, AL 35244, toll-free (866) 859-1043, [www.es2.com](http://www.es2.com). The Company agrees to provide you with a copy of an investigative consumer report when required to do so under California law.

Under California Civil Code section 1786.22, you are entitled to find out from an ICRA what is in the ICRA's file on you with proper identification, as follows:

- In person, by visual inspection of your file during normal business hours and on reasonable notice. You also may request a copy of the information in person. The ICRA may not charge you more than the actual copying costs for providing you with a copy of your file.
- A summary of all information contained in the ICRA's file on you that is required to be provided by the California Civil Code will be provided to you via telephone, if you have made a written request, with proper identification, for telephone disclosure, and the toll charge, if any, for the telephone call is prepaid by or charged directly by you.
- By requesting that a copy be sent to a specified addressee by certified mail. ICRA's complying with requests for certified mailing shall not be liable for disclosures to third parties caused by mishandling of mail after such mailings leave the ICRA's.

"Proper Identification" includes documents such as a valid driver's license, social security account number, military identification card, and credit cards. Only if you cannot identify yourself with such information may the ICRA require additional information concerning your employment and personal or family history in order to verify your identity.

The ICRA will provide trained personnel to explain any information furnished to you and will provide a written explanation of any coded information contained in files maintained on you. This written explanation will be provided whenever a file is provided to you for visual inspection.

You may be accompanied by one other person of your choosing, who must furnish reasonable identification. An ICRA may require you to furnish a written statement granting permission to the ICRA to discuss your file in such person's presence.



**A SUMMARY OF YOUR RIGHTS UNDER THE  
NEW JERSEY FAIR CREDIT REPORTING ACT**

The state of New Jersey Fair Credit Reporting Act (NJFCRA) is designed to promote accuracy, fairness, consumer confidentiality and the proper use of credit data by each consumer reporting agency ("CRA") in accordance with the requirements of the NJFCRA.

The NJFCRA is modeled after the Federal Fair Credit Reporting Act. You have received a Summary of Your Rights Under the Federal Fair Credit Reporting Act. The two Acts are almost identical, as are your rights under them. You can find the complete text of the NJFCRA at the Department of Consumer Affairs. You may seek damages for violations of the NJFCRA. If a CRA, a user or (in some cases) a provider of CRA data violates the NJFCRA, you may have a legal cause of action.

**For questions or concerns regarding the NJFCRA please contact:**

**DIVISION OF CONSUMER AFFAIRS**

Department of Law and Public Safety

124 Halsey Street

Newark, NJ 07102

**Phone: 800-242-5846**

973-504-6200

NEW YORK CORRECTION LAW – ARTICLE 23-A  
Licensure and Employment of Persons Previously  
Convicted of One or More Criminal Offenses

**§ 750. Definitions.**

For the purposes of this article, the following terms shall have the following meanings:

- (1) "Public agency" means the state or any local subdivision thereof, or any state or local department, agency, board or commission.
- (2) "Private employer" means any person, company, corporation, labor organization or association which employs ten or more persons.
- (3) "Direct relationship" means that the nature of criminal conduct for which the person was convicted has a direct bearing on his fitness or ability to perform one or more of the duties or responsibilities necessarily related to the license, opportunity, or job in question.
- (4) "License" means any certificate, license, permit or grant of permission required by the laws of this state, its political subdivisions or instrumentalities as a condition for the lawful practice of any occupation, employment, trade, vocation, business, or profession. Provided, however, that "license" shall not, for the purposes of this article, include any license or permit to own, possess, carry, or fire any explosive, pistol, handgun, rifle, shotgun, or other firearm.
- (5) "Employment" means any occupation, vocation, or employment, or any form of vocational or educational training. Provided, however, that "employment" shall not, for the purposes of this article, include membership in any law enforcement agency.

**§ 751. Applicability.**

The provisions of this article shall apply to any application by any person for a license or employment at any public or private employer, who has previously been convicted of one or more criminal offenses in this state or in any other jurisdiction, and to any license or employment held by any person whose conviction of one or more criminal offenses in this state or in any other jurisdiction, and to any license or employment held by any person whose conviction of one or more criminal offenses in this state or in any other jurisdiction preceded such employment or granting of a license, except where a mandatory forfeiture, disability or bar to employment is imposed by law, and has not been removed by an executive pardon, certificate of relief from disabilities or certificate of good conduct. Nothing in this article shall be construed to affect any right an employer may have with respect to an intentional misrepresentation in connection with an application for employment made by a prospective employee or previously made by a current employee.

**§ 752. Unfair discrimination against persons previously convicted of one or more criminal offenses prohibited.**

No application for any license or employment, and no employment or license held by an individual, to which the provisions of this article are applicable, shall be denied or acted upon adversely by reason of the individual's having been previously convicted of one or more criminal offenses, or by reason of a finding of lack of "good moral character" when such finding is based upon the fact that the individual has previously been convicted of one or more criminal offenses, unless:

- (1) There is a direct relationship between one or more of the previous criminal offenses and the specific license or employment sought or held by the individual; or
- (2) The issuance or continuation of the license or the granting or continuation of the employment would involve an unreasonable risk to property or to the safety or welfare of specific individuals or the general public.

**§ 753. Factors to be considered concerning a previous criminal conviction; presumption.**

1. In making a determination pursuant to section seven hundred fifty-two of this chapter, the public agency or private employer shall consider the following factors:
  - a. The public policy of this state, as expressed in this act, to encourage the licensure and employment of persons previously convicted of one or more criminal offenses.
  - b. The specific duties and responsibilities necessarily related to the license or employment sought or held by the person.
  - c. The bearing, if any, the criminal offense or offenses for which the person was previously convicted will have on his fitness or ability to perform one or more such duties or responsibilities.
  - d. The time which has elapsed since the occurrence of the criminal offense or offenses.
  - e. The age of the person at the time of occurrence of the criminal offense or offenses.
  - f. The seriousness of the offense or offenses.
  - g. Any information produced by the person, or produced on his behalf, in regard to his rehabilitation and good conduct.
  - h. The legitimate interest of the public agency or private employer in protecting property, and the safety and welfare of specific individuals or the general public.
2. In making a determination pursuant to section seven hundred fifty-two of this chapter, the public agency or private employer shall also give consideration to a certificate of relief from disabilities or a certificate of good conduct issued to the applicant, which certificate shall create a presumption of rehabilitation in regard to the offense or offenses specified therein.

**§ 754. Written statement upon denial of license or employment.**

At the request of any person previously convicted of one or more criminal offenses who has been denied a license or employment, a public agency or private employer shall provide, within thirty days of a request, a written statement setting forth the reasons for such denial.

**§ 755. Enforcement.**

1. In relation to actions by public agencies, the provisions of this article shall be enforceable by a proceeding brought pursuant to article seventy-eight of the civil practice law and rules.
2. In relation to actions by private employers, the provisions of this article shall be enforceable by the division of human rights pursuant to the powers and procedures set forth in article fifteen of the executive law, and, concurrently, by the New York city commission on human rights.

**EXHIBIT D**

**HIPAA STUDENT TRAINING / ORIENTATION**

Confidentiality and Privacy mean that the patients have the right to control who will see their protected health information. With the enactment of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), a patient’s right to have his/her health information kept private, secure and confidential became more than just an ethical obligation of healthcare providers; it became a federal law.

Protected Health Information (“PHI”) includes patient identity, address, age, social security number and any other personal information that patients are asked to provide. In addition, protected health information includes why a person is sick or in the Hospital, what treatments and medications he/she may receive, and other observations about his/her condition or past health conditions.

**Healthcare providers use information about patients to determine what services they should receive. Ask yourself before looking at any protected health information:**

- Do I need this in order to perform clinical rotation duties and provide quality care?
- What is the least amount of information I need to perform clinical rotation duties?

Depending on your task, if you do not need to know confidential patient information, then you should not have access to it.

**Ways to protect a patient’s privacy include:**

- Keep discussions about patient care private if reasonably possible by closing doors, pulling curtains and conducting discussions so that others cannot overhear.
- Keep medical records locked and out of public areas.
- If you find that you are overhearing someone else discuss patient information, let them know they can be overheard, and politely remind the individual of the Hospital’s privacy policies.
- Do not release any patient information, unless your supervisor has obtained a written authorization from the patient.
- Do not leave messages on answering machines regarding a patient’s condition or test results.
- If you should need to copy medical records to complete an assignment, ask your supervisor for permission before making copies. Redact the patient’s personal identifiers (*i.e.*, name, date of birth, address, medical record number, insurance information and social security number, if captured) prior to taking the record out of the hospital. **Return all copies to the hospital and shred.**
- If there are persistent problems regarding breaches of confidentiality or you have any questions, notify or contact your clinical rotation supervisor at the Hospital.
- As a student participating in a clinical rotation at the Hospital, I recognize the patients’ right to privacy and agree to abide by the Patient’s Bill of Rights as posted within the Hospital.
- Additionally, I agree that information relating to a patient’s physical and/or emotional status will not be released or discussed except as needed for the care of that patient.

I also understand that breaking HIPAA’s rules and regulations can mean either a civil or criminal sanction (penalty).

My signature below indicates that I have read and understood the above information, and will abide by the policies and procedures of the Hospital.

\_\_\_\_\_  
Date    Student Signature    Student Name

\_\_\_\_\_  
Date    Employee Signature    Employee Name

January 7, 2020

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

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

MEMORANDUM TO: Caroline Lombard, Associate General Counsel

JAN 10 2020

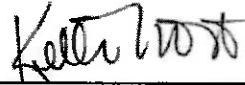
We recommend for your approval and execution the attached (check one):

- Affiliation Agreement/Amendment**
- Affiliation Agreement Renewal Letter

With **Encompass Health Rehabilitation Hospital of Gadsden**  
for the **Byrdine F. Lewis College of Nursing & Health Professions**

COMMENTS: The attached agreement needs to be reviewed by the legal department to ensure agreement meets all of the standards prescribed by the Board of Regents for affiliation agreements used to cover the training of students by their respective institutions. Upon the completion of your review and execution, please return all copies of the agreement to me for appropriate action to complete and distribute the copies and route for signature.

1/7/2020  
Date

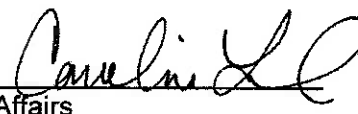
  
Kelli Nowviskie, Dean's Office Administrator

1/7/2020  
Date

  
Anthony Roberts, College Administrative Office

We concur in the above recommendation:

1/22/2020  
Date

  
Legal Affairs

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

Telephone: 404.413.1084  
Email: knowviskie@gsu.edu