

CLINICAL EDUCATION AGREEMENT

THIS CLINICAL EDUCATION AGREEMENT (this “Agreement”) is made and entered into as of this 1st day of May, 2019, by and between **NORTHSIDE HOSPITAL GWINNETT**, a Georgia nonprofit corporation (the “System”) and **THE BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA BY AND ON BEHALF OF GEORGIA STATE UNIVERSITY** through its **BYRDINE F. LEWIS COLLEGE OF NURSING AND HEALTH PROFESSIONS** a public university located in Atlanta, Georgia, (the “School”) and **LANCE B FRIEDLAND, M.D.** a physician licensed to practice medicine in the State of Georgia (the “Physician”).

Premises

The System operates hospitals accredited by The Joint Commission and provides health care services at its facilities in the Gwinnett County, Georgia, area, including Northside Extended Care Center, and Northside Hospital – Duluth (the “Facilities”). The School offers its students certain health care education programs, including its program in **ADULT GERIATRIC ACUTE CARE NURSE PRACTITIONER** (the “Program”). The School desires to provide appropriate clinical learning experiences to students enrolled in its Program and the System desires to promote and facilitate quality clinical education programs while enhancing the resources available to provide health care to patients in its Facilities, and the Physician desires to promote quality clinical education programs and facilitate student learning experiences by serving as a preceptor for the students in the Program.

Agreement

In consideration of the foregoing premises and the mutual covenants and agreements set forth herein, the System, the School and the Physician agree as follows:

Section 1. Mutual Responsibilities

- (a) The clinical education program will include such content and cover such periods of time as may be mutually agreed upon from time to time by the School and the System. The clinical education program will be planned by the faculty of the School in conjunction with the System and the Physician to meet the accreditation requirements applicable to the School, and the graduation, professional licensure and board certification requirements applicable to students. The clinical education program may include one or more clinical education sessions during the term of this Agreement. The starting and ending date of each session of the clinical education program shall be agreed upon at least one month before the session commences. The schedule for students shall permit students to observe the School calendar for holidays and events. Students shall be allowed to make up time lost due to unavoidable absences.

- (b) The number of students selected for participation in a session of the clinical education program shall be mutually determined by agreement of the parties, and may be changed at any time by mutual agreement.
- (c) All students selected to participate in a session of the clinical education program must be mutually acceptable to both parties, and either party may withdraw any student from the clinical education program based upon a perceived lack of competence on the part of the student, the student's failure to comply with the rules, regulations, policies or procedures of the System or the School, or for any other reason when either party reasonably believes that it is not in its best interest or the best interest of the program for the student to continue. Such party shall provide the other party and the student with immediate notice of the withdrawal and written reasons for the withdrawal.
- (d) The System and the School each shall appoint a designated representative to coordinate the clinical education program and to work with the Physician and the School's instructors and students to facilitate a meaningful learning experience.
- (e) Each party shall keep the other informed of changes in curriculum, program, staff, rules, regulations or policies that may affect the clinical education program.
- (f) The parties agree not to discriminate against any student on the basis of age, race, color, sex, religion, creed, national origin, disability, or veteran's status in either the selection of students for participation in the clinical education program, or as to any aspect of the clinical education program; provided however, that with respect to disability, the disability must not be such as would, even with reasonable accommodation, in and of itself, preclude the student's effective participation in the clinical education program.
- (g) The parties agree to comply with all requirements of the Family Educational Rights and Privacy Act and all regulations issued thereunder, and the School shall obtain from each student any necessary written consent with respect to the release and exchange of any educational records regarding the student.
- (h) The School shall provide participating students with basic training regarding confidentiality and privacy of protected health information under the Health Insurance Portability and Accountability Act, and all regulations issued thereunder (collectively "HIPAA") before they begin a clinical education session at the Facilities, and the System shall provide participating students with specific training regarding the System's HIPAA policies upon student's arrival at the Facilities. Solely for the purpose of defining the students' role in relation to the use and disclosure of protected health information, students shall be considered to be members of the System's "workforce" within the meaning of 45 CFR 160.103 when engaged in clinical education program activities.

- (i) The System and the School acknowledge that the protection of students participating in the clinical education program from exposure to bloodborne pathogens while working in one of the Facilities is the shared concern of the System, the School and the student. The School shall provide all students with general information and training required by the standards to eliminate or minimize occupational exposure to bloodborne pathogens promulgated by the Occupational Safety and Health Administration at 29 CFR 1910.1030 (the "OSHA Bloodborne Pathogens Standards") pursuant to the Occupational Safety and Health Act of 1970, as amended, and the Needlestick Safety and Prevention Act, including but not limited to (1) information and training about the OSHA Bloodborne Pathogens Standards, (2) information and training about the hazards associated with blood and other potentially infectious materials, (3) information and training about the protective measures to be taken to minimize the risk of occupational exposure to bloodborne pathogens and other potentially infectious materials, and (4) information on the hepatitis B vaccine and the reasons the student should participate in hepatitis B vaccination and post-exposure evaluation and follow-up. The School shall, to the extent allowed by law or regulation, offer to students at substantial risk of directly contacting body fluids, antibody and/or antigen testing and vaccination in accordance with the OSHA Bloodborne Pathogens Standard. The System will make available to students for use within the Facilities appropriate personal protective equipment, including gloves, gowns, laboratory coats, face shields or masks and eye protection, and mouthpieces, resuscitation bags, pocket masks, or other ventilation devices, and other supplies necessary to comply with Centers for Disease Control and Prevention guidelines, as appropriate to the student's clinical education program. The System shall provide students with education regarding bloodborne pathogens appropriate to the student's educational training at the Facilities, and shall maintain documentation of such education. In the event of an exposure, to the extent allowed by law, the School will be responsible for offering appropriate testing to the affected student, providing appropriate medical care and counseling, and record-keeping. The System will use its best efforts to appropriately test the source patient and to obtain that patient's consent to disclosure of test results to the School and the student.

Section 2. System Responsibilities

- (a) The System, in conjunction with the Physician, will retain responsibility for patient care and will maintain administrative and professional supervision of students insofar as their presence and program assignments affect the operation of the Facilities or patient care.
- (b) The System will provide adequate clinical facilities and equipment necessary for the students' clinical education experience. The System will make conference rooms and classrooms reasonably available for teaching and planning activities in connection with the clinical education program.

- (c) The System shall not allow a student to perform any of the permitted activities described in Exhibit "A" without the direct supervision of the Physician.
- (d) At the request of the School, the System will provide the School and the students with a periodic evaluation of student performance and progress, provided the student has signed a consent to exchange of educational information in accordance with the Family Educational Rights and Privacy Act of 1974, as amended. However, the System hereby agrees to keep confidential any student records or information it may obtain, unless it has otherwise obtained prior written consent of the student. Although the School shall obtain all required consents, the System shall have the right to rely on such consents and to obtain copies of such consents upon request. Any evaluation of students by the System shall relate only to general student participation in the clinical education program and shall in no way be construed as a certification by the System as to the competence of any student or a representation by the System of any student's ability or competence in connection with the practical implementation of any knowledge gained through the clinical education program.
- (e) The System shall provide for the orientation of participating faculty and students to the Facilities and to the mission, philosophies, rules, regulations, policies and procedures of the System. Each student shall wear a name tag furnished by the System while participating in the clinical education program at one of the Facilities. Name tags (i) shall include the name of the student, (ii) shall identify his or her status with the School as a student, (iii) shall include other information required by the System, and (iv) shall be acceptable to the School.
- (f) The System, in its sole discretion, may permit appropriately licensed and credentialed faculty members to provide such patient services at the Facilities as may be necessary and appropriate for teaching purposes. Faculty members employed by the School shall be under the full jurisdiction of the School's administration, subject to the System's overall responsibility for patient care.
- (g) The System shall provide participating faculty members and students access to first aid and emergency care for illnesses or accidents occurring to those persons while on the property of the System. The System shall be entitled to charge for such first aid or emergency care services in accordance with its usual and customary charges, and all such charges for care to a participating faculty member or student will be at the expense of, and shall be the responsibility of, the individual involved.
- (h) The System shall maintain health facility licensure of the Facilities as required by applicable law and meet criteria for accreditation of the Facilities as established by The Joint Commission, or other appropriate accrediting agency, as applicable.
- (i) The System shall obtain and maintain at all times during the term of this Agreement, appropriate general and professional liability insurance coverage with a limit of no less than One Million Dollars (\$1,000,000.00) for each loss and an annual aggregate

limit of no less than Three Million Dollars (\$3,000,000.00) covering itself and its employees. Such coverage may be provided in the form of commercial insurance, a program of self-insurance, or such other commercially reasonable form of coverage as the System may determine from time to time. Should any of the insurance coverage be written on a claims-made basis, then the System shall obtain extended reporting coverage for at least two (2) years after the expiration of this Agreement. Such insurance shall be non-cancelable and not subject to material change without a prior thirty (30) day written notice to the other party. The School shall have a right to terminate this Agreement in the event of changes in System's insurance that are unacceptable. These insurance requirements shall survive the expiration or termination of this Agreement.

Section 3. School Responsibilities

- (a) The School will retain final responsibility for the educational experience and grades of participating students.
- (b) Prior to the acceptance of any student into a clinical education session, the School, with the student's consent if and to the extent required by applicable law, will furnish the System and the Physician pertinent information about the student, including the student's name, the School's and the student's objectives for the clinical education experience, a summary of the student's educational background and prior clinical experience, and any suggested curriculum or course outline.
- (c) The School will require students selected for participation in the clinical education program to complete the didactic portion of the Program curriculum necessary to prepare them for effective participation in the clinical education program.
- (d) The School will not assign any faculty member to participate in a clinical education program at any of the Facilities who is not appropriately licensed and credentialed, and the School will maintain evidence of the licensure of all assigned faculty on file with the System at all times.
- (e) Any compensation and benefits paid to the faculty shall be the responsibility of the School. The System shall not be responsible for any compensation or benefit to the School or any student or faculty member, and shall not be responsible for providing any worker's compensation insurance coverage or other insurance or benefits to the School's students and faculty. Students shall not be compensated.
- (f) The School is a self-insured agency of the State of Georgia, and School and its faculty are covered pursuant to the terms of the Georgia Tort Claims Act and the Georgia Broad Form Insurance. The School shall notify each participating student that he or she must obtain and maintain at all times during the term of this Agreement, appropriate general and professional liability insurance coverage with a limit of no less than One Million Dollars (\$1,000,000.00) for each loss and an annual aggregate

limit of no less than Three Million Dollars (\$3,000,000.00). Should any of the insurance coverage be written on a claims-made basis, then the student shall obtain extended reporting coverage for at least two (2) years after the expiration of this Agreement. Such insurance shall be non-cancelable and not subject to material change without a prior thirty (30) day written notice to the other party. The System shall have a right to terminate this Agreement in the event of changes in School's insurance that are unacceptable. These insurance requirements shall survive the expiration or termination of this Agreement.

- (g) The School shall require participating faculty members and students to have and maintain adequate health insurance. The School shall be responsible for providing workers' compensation insurance coverage for faculty members participating in clinical education programs with the System. The School will furnish the System with certificates evidencing any or all such insurance coverage upon request.
- (h) The School will inform students and faculty of their obligation to comply with the mission, philosophies, rules, regulations, policies and procedures of the System.
- (i) The School will inform students and faculty members of the System's requirement that participating students and faculty member authorize or consent to a criminal background check and a drug screen for illegal or non-prescribed drugs.
- (j) The School will require all student participants at the time of enrollment in the clinical education program, and as necessary and appropriate during the period of participation, to undergo a health examination to determine that they are free from any infectious or contagious diseases, which may include TB, PPD test or chest x-ray, hepatitis-B core antibody test, and Rubella, Varicella, measles and mumps tests or documentation of immunization, that they are able to perform their activities in the clinical education program, and in order to ensure that they do not pose a direct threat to the health or safety of others. At the option of the System, such health examinations may be performed by the System, at the sole expense of the student participants. Any student or faculty participant who does not meet the health criteria established by the System will not be assigned to the System or allowed to continue to participate in the clinical education program at the System. The System has the right, at any time, to request health status reports on student and faculty participants, to the extent allowed by applicable law.
- (k) The School periodically shall communicate with the System regarding the System's performance in providing meaningful and beneficial clinical learning experiences for the School's students and shall recommend to the System any ways in which it can improve its clinical education program.

Section 4. Physician Responsibilities.

- (a) The Physician, in conjunction with the System, will take responsibility for patient care and will maintain professional supervision of students insofar as their presence and program assignments affect patient care.
- (b) The Physician shall directly supervise the permitted activities of the student described in Exhibit "A" and shall not allow a student to perform such activities without his or her direct supervision.
- (c) At the request of the School, Physician will provide the School and the students with a periodic evaluation of student performance and progress, provided the student has signed a consent to exchange educational information in accordance with the Family Educational Rights and Privacy Act of 1974, as amended. However, the Physician hereby agrees to keep confidential any student records or information he or she may obtain, unless the Physician has otherwise obtained prior written consent of the student. Although the School shall obtain all required consents, the Physician shall have the right to rely on such consents and to obtain copies of such consents upon request. Any evaluation of students by the Physician shall relate only to general student participation in the clinical education program and shall in no way be construed as a certification by the Physician as to the competence of any student or a representation by the Physician of any student's ability or competence in connection with the practical implementations of any knowledge gained through the clinical education program.
- (d) The Physician, in conjunction with the System, shall remain responsible to adhere to and to supervise the student's adherence to the mission, philosophies, rules, regulations and policies of the System.
- (e) The Physician shall secure and maintain at all times during the term of this Agreement, at his or her sole expense, appropriate general and professional liability insurance coverage with a limit of no less than One Million Dollars (\$1,000,000.00) for each loss and an annual aggregate limit of no less than Three Million Dollars (\$3,000,000.00) with insurance carriers or self insurance programs covering Physician and his or her employees. Should any of the insurance coverage be written on a claims-made basis, then the Physician shall obtain extended reporting coverage for at least two (2) years after the expiration of this Agreement. Such insurance shall be non-cancelable and not subject to material change without a prior thirty (30) day written notice to the other party. The System shall have a right to terminate this Agreement in the event of changes in Physician's insurance that are unacceptable. These insurance requirements shall survive the expiration or termination of this Agreement.
- (f) The Physician shall maintain his or her license as a physician under Georgia law in good standing and shall promptly notify School and the System of any suspension, revocation, restrictions or other adverse action against his or her license.

- (g) The Physician shall be a member of the medical staff of the System with appropriate clinical privileges in the specialty of Internal Medicine, he or she shall maintain such medical staff membership and clinical privileges in good standing during the term of this Agreement, and he or she shall notify the School of any suspension, revocation, restrictions or other adverse action against his or her medical staff membership or clinical privileges.

Section 5. Miscellaneous Provisions

- (a) The term of this Agreement shall be for two years, beginning on January 1, 2020 and ending on December 31, 2021. This Agreement may be renewed for successive two year terms by the mutual agreement of the parties evidenced in writing at least thirty days prior to the expiration of the initial term or any renewal term. Either party may terminate this Agreement upon thirty days prior written notice to the other party; provided, however, that no such termination shall effect the completion of any program session underway at the time such notice is given or scheduled to begin within thirty days of the date such notice is given.
- (b) Any written communication or notice pursuant to this Agreement shall be made to the following representatives of the respective parties at the following addresses:

To the System: Jennifer Brooks, BS, MS
Northside Hospital Gwinnett
100 Medical Center Blvd Suite 115
Lawrenceville, GA 30046
Phone: 678.312.3431

To the School: Lisa Williams
Clinical Placement Coordinator
Georgia State University
Byrdine F. Lewis College of Nursing and Health
Professions
Acute Care
33 Gilmer Street SE
Atlanta, GA
Phone: 404.413.1100

To the Physician: Lance B Friedland, M.D.
Cardiovascular Group
750 Walther Road
Lawrenceville, GA 30046
Phone: 770.415.8405

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Any such notice shall be deemed to have been given (i) upon personal delivery to the recipient, or (ii) five days after such notice is deposited in the U.S. Mail with proper postage affixed, addressed as provided above, and sent certified, return receipt requested.

- (c) Neither party to this Agreement is an agent, employee or servant of the other. The School and the System acknowledge and agree that student participants in the clinical education program are not employees of the School or the System 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, except as otherwise expressly provided in this Agreement. Student participants shall in no way hold themselves out as employees of the School or the System.
- (d) Excluded Providers. As a material inducement to System to enter into this Agreement, School and Physician represent and warrant to the System that neither School, Physician, nor any partner, shareholder, director, officer employee or agent of School or Physician (i) has ever been 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 Healthcare Programs"); (ii) has ever been convicted of a criminal offense related to the provision of healthcare items or services but has not yet been excluded, debarred or otherwise declared ineligible to participate in the Federal Healthcare Programs; and (iii) is not, to the best of his, her or its knowledge, under investigation or otherwise aware of any circumstances which may result in School or Physician being excluded from participation in the Federal Healthcare Programs, including but not limited to, being listed by the United States Department of Treasury in its Specially Designated National Database and therefore excluded from residing in or conducting business in the United States. School and Physician agree that System may perform a search at any time to insure that the School, Physician or its personnel are not listed as an excluded healthcare provider. This shall be a continuing representation and verification, and the School or Physician shall immediately notify the System of any change in status of the representation and verification.
- (e) This Agreement contains the entire understanding of the parties and shall not be altered, amended or modified except in writing by an instrument executed by a duly authorized representative of the School and the System.
- (f) This Agreement shall be governed by the laws of the State of Georgia.

IN WITNESS WHEREOF, each of the parties acting through its duly authorized representative has executed this Agreement as of the day and year first written above.

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NORTHSIDE HOSPITAL GWINNETT

By: _____
Bridget Green
Vice President Human Resources

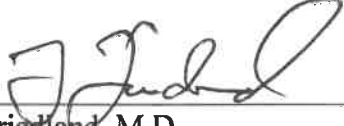
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GEORGIA STATE UNIVERSITY
through its **BYRDINE F. LEWIS COLLEGE**
OF NURSING AND HEALTH PROFESSIONS

By:  _____
Wendy F. Hensel
Senior VP for Academic Affairs and Provost

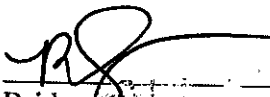
Date: 22 November, 2019

CARDIOVASCULAR GROUP

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Lance B Friedland, M.D.

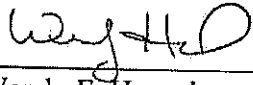
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NORTHSIDE HOSPITAL GWINNETT

By: 
Bridget Green
Vice President Human Resources

Date: 01/09/20

GEORGIA STATE UNIVERSITY
through its **BYRDINE F. LEWIS COLLEGE**
OF NURSING AND HEALTH PROFESSIONS

By: 
Wendy F. Hensel
Senior VP for Academic Affairs and Provost

Date: 22 November, 2019

CARDIOVASCULAR GROUP

Lance B Friedland, M.D.

Date: _____

Exhibit "A"

Permitted Activities of the Student

Course and Clinical Objectives for NURS 7959- Adult-Gerontology ACNP I

140 clinical hours

A major consideration in this clinical rotation is the management of acute and common recurring health problems; focusing on the acute care of adult clients across the adult lifespan. Site selection can be with any group focused on the adult population in a hospital-based setting, including IM and FP groups, hospitalist groups, specialty groups, intensivist groups, or emergency groups. Clinical preceptors may be a NP, DO, MD, or PA. For questions contact:

Course Description:

In this course, the student will provide advanced assessment and clinical decision-making activities in the management of adult and gerontological clients and their families either through direct intervention or by appropriate referral. The student will assess for and manage mild to moderately complex health problems of adult clients in the acute care settings. Nursing assessment and management competencies will include the evidence-based selection of appropriate diagnostic studies, pharmacological and other treatment interventions in collaboration with the responsible acute care providers. Content this semester also focuses on inter-professional collaboration.

Clinical Objectives:

Perform a systematic health history and physical examination on adult clients with mild to moderately complex health problems.

Identify common recurring and chronic mild to moderately complex adult health problems.

Prepare a problem list based on collected data and identify alternate interventions.

Consult with the clinical preceptor regarding interpretation of the history, physical examination findings, the selection of diagnostic tests, and the therapeutic management of adult clients.

Formulate a discharge plan and prepare a discharge summary to include patient education, follow-up instructions, discharge medications, and summary of stay.

Generate patient healthcare information on clients with common recurring and chronic mild to moderately complex health problems across the adult lifespan, e.g., student tracking systems, dictation systems, and electronic medical records.

Course Objectives:

Apply the nursing process to provide acute and urgent care for adult and gerontological clients with mild to complex health problems requiring admission to an acute care or urgent care facility.

Apply knowledge of physiological and psychosocial-cultural concepts and ethical standards in the assessment and management of health care needs of adult and gerontological clients with mild to moderately complex health problems.

Use demographic and developmental data to anticipate and plan for the health care needs of adult and gerontological clients.

Demonstrate knowledge of family development and family dynamics in providing health care for clients across the adult lifespan.

Analyze the lifestyle behaviors and risk factors that affect the health status of clients across the adult lifespan.

Organize, plan and provide health guidance for adult clients utilizing primary, secondary, and tertiary preventive strategies across the lifespan.

Illustrate understanding of diagnostic and pharmacologic interventions in the assessment and management of mild-moderately complex health problems across the adult lifespan.

Apply principles of evidence-based practice in providing health care for mild to moderately complex clients across the adult lifespan.

Demonstrate ability to communicate and collaborate with health care team members in planning, promoting, and providing health care for adult clients in the acute/urgent care settings across the adult lifespan.

Use Healthy People 2020 national health objectives to set goals for health promotion and disease prevention for clients across the adult lifespan.

Apply increased knowledge of the importance of ethical standards in advanced practice nursing across the adult lifespan.