

**AFFILIATION AGREEMENT  
FOR CLINICAL TRAINING OF SPEECH THERAPY STUDENTS  
AT EMORY UNIVERSITY HOSPITALS**

This Affiliation Agreement (“Agreement”) is between **Emory University Hospital ( including Emory University Orthopedic Spine Hospital) and Emory University Hospital Midtown** (hereinafter referred as “Emory”) and **the Board of Regents of the University System of Georgia by and on behalf of Georgia State University**, hereinafter referred to as the “Institution.”

**A. PURPOSE:**

- 1) The purpose of this Affiliation Agreement is to guide and direct the parties respecting their affiliation to provide high quality clinical learning experiences for students in the Institution’s **Speech Therapy** education program.
- 2) Neither party intends for this Affiliation Agreement to alter in any way their respective legal rights, or their legal obligations to the students and faculty assigned to Emory, or to any third party.

**B. GENERAL UNDERSTANDING:**

- 1) The clinical education experiences to be provided will be of such content, and cover such periods of time, as may from time to time be mutually agreed upon by the Institution and Emory. 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) The number of students designated for participation in a clinical education experience will be mutually determined by agreement of the parties, 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 the Institution, 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) There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, veteran's/national guard/reserve status or disability in either the selection of students for participation in the program, or as to any aspect of the clinical training; 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 program.
- 4) This Agreement shall be governed by, and will be construed and applied in accordance with, the laws of the State of Georgia without regard to its conflict of laws provisions.

**C. EMORY RESPONSIBILITIES:**

- 1) Emory will assign a staff representative as liaison between Emory and the Institution.
- 2) Emory will retain responsibility for the care of patients and will maintain administrative and professional supervision of students insofar as their presence and program assignments affect the operation of Emory and its care, direct and indirect, of patients.

- 3) Emory will provide adequate clinical facilities for participating students in accordance with the clinical objectives developed through cooperative planning by the Institution's faculty and Emory's staff.
- 4) Emory shall make available to students, as appropriate for the students' participation in the clinical education experience, all personal protective equipment, including gloves, gowns, masks, and other supplies necessary to comply with the Centers for Disease Control Universal Precautions for Blood-borne Pathogens.
- 5) Emory will use reasonable efforts to make conference space and classrooms available as may be necessary for teaching and planning activities in connection with clinical education experiences.
- 6) Emory staff will, upon request, assist the Institution in the evaluation of the learning and performance of participating 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 the Institution 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.
- 7) Emory will provide the orientation of the Institution's faculty representative(s), if applicable, and participating students as to the facilities, philosophies, rules, regulations and policies of Emory.
  - a. Institution's faculty will be required to complete all orientation activities.
  - b. Institution's faculty will be responsible to ensure that each student completes all orientation activities.
- 8) All medical or health care (emergency or otherwise) that a student or faculty member receives at Emory will be at the expense of the individual involved. However, nothing in this Agreement will be deemed to require Emory to provide any such care.
- 9) 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.

**D. INSTITUTION RESPONSIBILITIES:**

- 1) The Institution shall assign a faculty representative as liaison between the Institution and Emory. Although the Institution may assign faculty to Emory to supervise or evaluate participating students, no faculty member of the Institution will render patient care at Emory unless specifically authorized in advance by Emory. If faculty participation in patient care is so authorized, it may be rendered only as necessary for teaching purposes and is subject to any conditions imposed by Emory in its discretion. The Institution shall not assign any faculty member to Emory in connection with the operation of the clinical training program who is not appropriately licensed and credentialed, and will make available evidence of the licensure of all assigned faculty to Emory at any time. The parties acknowledge that all of the Institution's faculty are employees of the Institution, unless otherwise agreed upon in writing. The Institution shall maintain accreditation through its accrediting organization throughout the term of the Agreement.

- 2) The Institution shall insure that each student selected for clinical training at Emory will have received a high school diploma or GED and is currently enrolled in good standing at Institution. Institution 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. The Institution will retain ultimate responsibility for the education of its students.
- 3) Prior to the commencement of a clinical training program, the Institution shall provide responsible Emory officials with such student records as is necessary to adequately disclose the prior education and related experiences of prospective student participants, provided such information is exchanged in compliance with the Family Educational Rights and Privacy Act of 1974, as amended.
- 4) The Institution shall inform each participating student of Emory's requirement that they must furnish proof of two (2) current TB skin tests. One (1) administered within the past twelve (12) months and a 2<sup>nd</sup> administered within twelve (12) weeks of the clinical learning experience, the results of which will be made available to Emory. The Institution shall inform each student and faculty member that any expenses resulting from illness or injury occurring during his/her experience at Emory are the responsibility of that individual, and shall require all participating students to obtain health/accident insurance. The school shall provide accident/health insurance coverage for participating faculty members or require faculty members to obtain such insurance. Evidence of health/accident insurance coverage must be provided to Emory before the students and faculty members arrive at Emory.
- 5) The Institution shall inform each participating student and faculty member of Emory's requirement that each participating student and faculty member has been appropriately vaccinated against seasonal 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. Students who plan to participate in a clinical rotation at Emory in the Spring, Summer or Fall semesters must provide evidence of the prior calendar year's seasonal influenza vaccine prior to engaging in the clinical rotation. As of each year's Fall semester students enrolled in clinical rotations must take the new seasonal influenza vaccine as soon as it becomes available but by no later than October 31<sup>st</sup> of the current calendar year in order to continue in clinical rotation. Emory has the right, at any time, to request health status reports on student and faculty participants, to the extent allowed by applicable law.
- 6) The Institution shall inform each participating student and faculty member of Emory's requirement that each participating student and faculty member 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.
- 7) The Institution shall inform each participating student and faculty member of Emory's requirement that each participating student and faculty member has evidence of receiving either: i) two (2) live Varicella-Chicken Pox ("VZV") vaccines (either second dose if one (1) VZV vaccine is documented or 2 VZVs at least 30 days apart if no VZV documentation is available); or ii) VZV serologies with titer documentation
- 8) The Institution shall use its best efforts to notify Emory if any participating student or faculty, within thirty (30) days prior to starting the clinical learning experience have: i) traveled to another country; or ii) had any contact or exposure to an individual who is ill and has traveled in another country.

- 9) The Institution shall not allow any participating student or faculty to participate in a clinical learning experience if the individual: i) has been exposed to chicken pox, measles, mumps or influenza within thirty (30) days of a clinical learning experience; ii) has had fever, pink eye, vomiting, diarrhea, cough, congestion/runny nose/cold, skin sores or rash within 72 hours of participating in a clinical learning experience; and iii) had any chronic cough (more than three (3) weeks, night sweats, unexplained fevers, loss of appetite, sudden weight loss, blood tinged secretions from the nose or mouth or bloody cough.
  
- 10) Institution shall inform each participating student of Emory's requirement that they obtain a Criminal Background Check for review by Designated Emory Staff member prior to acceptance for the student clinical experience. In addition, the School shall require each participating student obtain a 10 panel plus 1 Drug Screen for review by Designated Emory Staff member prior to acceptance for the student clinical experience. The School shall direct the student to [www.advantagestudents.com](http://www.advantagestudents.com) to fulfill the above requirements, the results of which must be posted for review on [www.advantagestudents.com](http://www.advantagestudents.com) four weeks prior to the start date of the clinical experience.
  
- 11) The Institution shall use its best efforts to ensure student and faculty compliance with Emory's rules, regulations and procedures, and use its best efforts to keep students and faculty informed as to the same and any changes therein. Specifically, the Institution shall keep each participating 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 an Emory facility including, but not limited to, as applicable, the *Ethical and Religious Directives for Catholic Health Care Services* promulgated by the National Conference of Catholic Bishops (as revised from time to time) and the Standards of the Joint Commission on Accreditation of Healthcare Organization ("JCAHO").
  - 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 clinical education experience that identifies Emory University, The Emory Clinic, Emory University Hospital, Emory University Hospital Midtown, Emory University Orthopedic and Spine Hospital, Emory Saint Joseph's Hospital, Emory John's Creek Hospital, Emory Specialty Associates or Wesley Woods Center or their patients or staff, directly or indirectly, or use the name of Emory University, The Emory Clinic, Emory University Hospital, Emory University Hospital Midtown, Emory University Orthopedic and Spine Hospital, Emory Saint Joseph's Hospital, Emory John's Creek Hospital Emory Specialty Associates or Wesley Woods Center, 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.

- 12) The Institution shall obtain from each student participating in the program written consent under the Family Educational Rights and Privacy Act of 1974, as amended, sufficient to permit a full and free exchange of information between the Institution and Emory for the purpose of evaluating a student's qualifications and performance during clinical training. If the student declines to sign such a consent, the student will be unable to enter the clinical training program.
- 13) It is the sole responsibility of the student to arrange for the student's living accommodations while at Emory.
- 14) As a condition for participation, each student must execute the Authorization to Release Student Records and the Student Agreement Concerning Clinical Training and, if applicable, each faculty member must execute the Agreement Concerning Faculty Supervision of Clinical Training. Sample copies of each of the foregoing are attached to this Agreement and incorporated by reference. The Institution shall provide copies of each of these executed documents at any time upon the request of Emory.
- 15) The Institution shall have the full responsibility for the conduct of any student or faculty disciplinary proceedings and shall conduct the same in accordance with all applicable statutes, rules, regulations and case law.
- 16) The Institution shall ensure that its participating faculty have current worker's compensation insurance coverage. The Institution is solely responsible for paying its participating faculty and for processing all applicable payroll deductions for them.
- 17) Institution will inform all participating students of Emory's requirement that they must secure and maintain at all times during the term, at their sole expense, appropriate general and professional liability insurance coverage in amounts of at least \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate and excess coverage of at least \$5,000,000 over and above the primary limits, which shall apply if the primary limits should be exhausted all of which shall be held with insurance carriers or self-insurance programs covering the student. Institution is a self-insured entity of the State of Georgia covered by the Georgia Tort Claims Act and the State of Georgia Broad Form Insurance. Institution 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.). Institution 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 Institution's insurance that are unacceptable. Institution shall furnish evidence of such coverage to Emory before the students and faculty arrive at Emory.
- 18) It is hereby stipulated and agreed between the Institution and Emory that with respect to any claim or action arising out of the activities described in this Agreement, each party shall only be liable for payment of that portion of any and all liability, costs, expenses, demands, settlements, or judgments resulting from the negligence, actions, or omissions of its own agents, officers, and employees.

E. **MUTUAL RESPONSIBILITIES; MISCELLANEOUS:**

- 1) 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 Institution and Emory representatives to resolve any problems or develop any improvements in the operation of the clinical training program(s).

- 2) Before students begin the training program at Emory, the Institution 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.
- 3) Unless sooner cancelled as provided below, the term of this Agreement will commence on **January 1, 2016** and will end on **December 31, 2019**. Thereafter, this Agreement may be renewed by mutual written consent of the parties. It may also be cancelled at any time by either party upon not less than ninety (90) days written notice. Students enrolled in clinical programs at Emory at the time of termination shall be allowed to complete their current clinical education experience, and the parties agree that the terms of this Agreement will remain in effect with respect to such students until completion of their education experience.
- 4) 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 Emory and Institution; without limiting the generality of the foregoing, no rights are intended to be created for any student, spouse, next of kin, or employer or prospective employer of any participant.
- 5) At all times during the term of this Agreement, the relationship between Institution and its faculty or students and Emory shall be that of independent contractors, and this Agreement shall not be considered to form any type of partnership, agency, employment relationship or joint venture between them.
- 6) It is expressly understood that Institutions' faculty and students shall not be considered Emory employees, staff substitutes or authorized to act as agents on behalf of Emory. It is further understood that neither Institution nor its faculty or students are entitled to any compensation from Emory in connection with the clinical education experience.
- 7) 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:                      Barbara Hewett, M. Ed. OTR/L  
Room 236 B  
Emory Rehabilitation Hospital  
1441 Clifton Road, NE  
Atlanta, Georgia 30322

With a copy to:                      Office of the General Counsel  
Emory University  
201 Dowman Drive  
101 Administration Building  
Atlanta, Georgia 30322

If to Institution:                      Debra Schober-Peterson, Ph.D.  
Department of Educational Psychology, Special Education

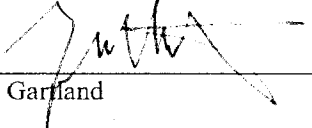

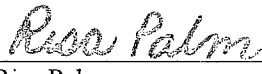
And Communication Disorders  
College of Education and Human Development  
Georgia State University  
P O Box 3979  
Atlanta, Georgia 30302-3979

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.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement as indicated below.

**EMORY**

**INSTITUTION**

<p><b>Emory University Hospital</b></p> <p></p> <p>By: Bryce Garfield</p> <p>Title: Chief Executive Officer</p> <p>Date: <u>12/22/15</u></p> <p><b>Emory University Hospital Midtown</b></p> <p></p> <p>By: Daniel Owens</p> <p>Title: Chief Executive Officer</p> <p>Date: _____</p>	<p><b>Board of Regents of the University System of Georgia by and on behalf of Georgia State University</b></p> <p></p> <p>By: Risa Palm</p> <p>Title: Senior Vice Present for Academic Affairs and Provost</p> <p>Date: <u>12-16-15</u></p>
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**AUTHORIZATION TO RELEASE STUDENT RECORDS**

TO: **Emory Healthcare, Inc.** on behalf of Emory University Hospital (including Emory University Orthopedic and Spine Hospital) Emory University Hospital Midtown; Wesley Woods Center, Saint Joseph's Hospital of Atlanta, Inc., Emory John's Creek Hospital, The Emory Clinic and Emory Specialty Associates in Atlanta, Georgia (individually or collectively "Emory")

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. I further authorize the release of any information relative to my medical history, physical and mental condition to Emory 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 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, 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 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 EDUCATIONAL TRAINING PROGRAM**

In consideration for being permitted to participate in a clinical training experience at **Emory Healthcare, Inc.** on behalf of Emory University Hospital (including Emory University Orthopedic and Spine Hospital) Emory University Hospital Midtown; Wesley Woods Center, Saint Joseph's Hospital of Atlanta, Inc., Emory John's Creek Hospital, The Emory Clinic and Emory Specialty Associates in Atlanta, Georgia (individually or collectively referred to herein as Emory"), I hereby agree to the following:

1. To follow the administrative policies, standards and practices of Emory when in an Emory facility.
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 educational 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.
10. To maintain health/accident insurance covering injuries sustained during the clinical learning experience under this Agreement.
12. To secure and maintain at all times during the clinical learning experience, at the student's sole expense, appropriate general and professional liability insurance coverage in amounts of at least \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate and excess coverage of at least \$5,000,000 over and above the primary limits, which shall apply if the primary limits should be exhausted all of which shall be held with insurance carriers or self-insurance programs covering the student. I agree to provide written notice to Emory of any material changes in my insurance coverage. Emory shall have the right to remove me from the clinical learning experience in the event of material changes in my insurance. I agree to furnish evidence of such coverage to Emory before I arrive at Emory. Should any of my insurance policies be written on a claims-made basis, I shall ensure that the insurance requirements survive the termination or expiration of this Agreement and extended coverage shall be afforded for at least two (2) years after the termination or expiration of this Agreement. The provisions of this section will survive the termination of this Agreement.
13. To indemnify, defend and hold Emory harmless from all losses, claims or damages caused by or arising from the Student's negligence or gross negligence in connection with the Education Program.
14. To furnish the results from two (2) current TB skin tests, administered within twelve (12) weeks of the clinical learning experience.
15. To provide evidence of current vaccination against seasonal influenza, measles, mumps and rubella (MMR); with satisfactorily proven immunity to these diseases, according to current CDC guidelines; or is unable, for bona fide medical reasons, to receive such vaccinations.
16. To provide evidence of a current the hepatitis B vaccination series, or evidence that the student started the hepatitis B vaccine series or has satisfactorily proven immunity to hepatitis B through antibody testing, or is unable, for bona fide medical reasons to receive such vaccination.

17. To provide evidence of receiving either: i) two (2) live Varicella-Chicken Pox (“VZV”) vaccines (either second dose if one (1) VZV vaccine is documented or 2 VZVs at least 30 days apart if no VZV documentation is available); or ii) VZV serologies with titer documentation.
18. To notify Emory if within twenty-one (21) days prior to starting the clinical learning experience the Student has: i) traveled to another country and if so, then list the countries; ii) traveled to Guinea, Sierra Leone or Liberia; or iii) had any contact or exposure to an individual who is ill and has traveled in another country.
19. To refrain from participating in a clinical learning experience if the Student: i) has been exposed to chicken pox, measles, mumps or influenza within thirty (30) days of a clinical learning experience; ii) has had fever, pink eye, vomiting, diarrhea, cough, congestion/runny nose/cold, skin sores or rash within 72 hours of participating in a clinical learning experience; and iii) had any chronic cough (more than three (3) weeks, night sweats, unexplained fevers, loss of appetite, sudden weight loss, blood tinged secretions from the nose or mouth or bloody cough.
20. To provide the results of a Criminal Background Check.
21. To provide the results of a 10 panel plus 1 Drug Screen.
22. To post the above required information at [www.advantagestudents.com](http://www.advantagestudents.com) at least four weeks prior to the start date of the clinical experience.
23. To provide a signed Authorization to Release Student Records .

My participation in the Educational Program is conditioned upon providing all of the above notification and items prior to starting the Program

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 educational training program.

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 professional 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.”

This the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness Signature

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

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

**AGREEMENT CONCERNING FACULTY SUPERVISION  
OF EDUCATIONAL TRAINING PROGRAM**

In consideration for participating as a supervisor of students participating in an educational training program at **Emory Healthcare, Inc.** on behalf of Emory University Hospital (including Emory University Orthopedic and Spine Hospital), Emory University Hospital Midtown, Wesley Woods Center, Saint Joseph's Hospital of Atlanta, Inc., Emory John's Creek Hospital, The Emory Clinic and Emory Specialty Associates in Atlanta, Georgia (hereinafter referred as "Emory"), I hereby agree to the following:

1. To follow the administrative policies, standards and practices of Emory while in an Emory facility.
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 participation as a supervisor in an educational training program that identifies or uses the name of Emory or its members, clients, patients, 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 conform to the established standards and practices while training at Emory.
9. To wear a nametag that clearly identifies me as a student or faculty member.

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, as a part of my supervisory responsibilities at Emory. 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 Emory 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 removed from 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 further understand and agree that, subject to Emory's overall supervisory responsibility for patient care, it may permit appropriately licensed faculty members to provide such patient services at Emory as may be necessary for teaching purposes; that the nature and scope of activities of faculty members

that may involve in any way patient care at Emory shall be subject to the sole discretion of Emory and to such conditions as Emory may deem necessary in its sole discretion including, but not limited to, prior proof of professional liability insurance, appropriate licensure or certification, and compliance with all Emory rules, regulations, and policies. I further understand and agree that if faculty participation at Emory other than as a Supervisor for the purpose of this educational training program is so authorized, it must not be a substitute for adequate staffing at Emory.

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 "Agreement Concerning Faculty Supervision of Educational Training Program."

This the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness Signature

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

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