

MEMORANDUM OF UNDERSTANDING
CONCERNING INSTITUTION AND FACILITY APPLIED LEARNING EXPERIENCES

This Memorandum of Understanding on the part of Georgia Regional Hospital - Atlanta, a facility of, the Department of Behavioral Health and Developmental Disabilities (hereinafter referred to as the "Facility") and **the Board of Regents of the University System of Georgia by and on behalf of Georgia State University** (hereafter referred to as the "Institution"). The Facility and Institution shall be (hereinafter jointly referred to as the "Parties").

A. PURPOSE:

1. The purpose of this Memorandum of Understanding is to guide and direct the parties respecting their affiliation and working relationship, inclusive of anticipated future arrangements and agreements in furtherance thereof, to provide high quality learning experiences for the Institution's students.
2. Neither party intends for this Memorandum of Understanding to alter in any way either their respective legal rights or their legal obligations to one another, to the students and faculty assigned to the Facility, or as to any third party.

B. GENERAL UNDERSTANDING:

1. The applied learning experience (hereinafter referred as the "A.L.E.") 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 the Facility. The starting and ending date for each A.L.E. shall be agreed upon at least one month before the A.L.E. commences. A.L.E. implementation at the Facility shall be subject to final approval by the Facility.
2. The Number of students designated for participation in the A.L.E. 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. Either the Facility or the Institution may withdraw any student from an A.L.E. at the Facility based upon a lack of competency on the part of the student, the student's failure to comply with the rules and policies of the Facility, or, for any other reason where either party reasonably believes that it is not in their best interest 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.

3. There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, disability or veteran's status or sexual orientation in either the selection of students for participation in the A.L.E., or as to any aspect of the A.L.E.; 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 A.L.E.
4. The Institution shall notify students that Facility requires that they undergo a rapid test for Covid-19 no more than three days prior to attending clinical on campus and providing such results to Facility.

C. FACILITY RESPONSIBILITIES:

1. The Facility will retain responsibility for the care of clients and patients and will maintain administrative and professional supervision of students insofar as their presence and A.L.E.; assignments affect the operation of the Facility and its care, direct and indirect, of its clients and patients. No provision of this relationship shall prevent any Facility client or patient from requesting not to be a teaching client or patient or prevent any member of the Facility medical staff from designating any client or patient as a non-teaching client or patient.
2. The Facility will provide adequate facilities for participating students in accordance with the A.L.E. objectives and plan developed through cooperative planning by the Institution's departmental faculty and the Facility's staff. The Facility will use its best efforts to make conference space and classrooms available as may be necessary for teaching and planning activities in connection with the A.L.E.
3. Facility staff shall, upon request, assist the Institution in the evaluation of the learning and performance of participating students, provided the student has signed consent to exchange of educational information in accordance with the Family Educational Rights and Privacy Act of 1974, as amended. However, the Facility 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 Institution shall obtain all

required consents, the Facility shall have the right to rely on such consents and to obtain copies of such consents upon request. The Facility will assign a staff representative as liaison between the Facility and the Institution. Any evaluation of students by the Facility shall relate only to general student participation in the A.L.E., and shall in no way be construed as a certification by the Facility as to the competency of any student or as a representation by the Facility of any student's ability or competency in connection with the practical implementation of any knowledge gained through the A.L.E.

4. The Facility shall provide for the orientation of both Institution faculty and participating students as to the philosophies, rules, regulations and policies of the Facility.
5. Subject to the Facility's overall supervisory responsibility for patient care, appropriately licensed Institution faculty members may provide such patient services at the Facility as may be necessary for teaching purposes.

D. INSTITUTION RESPONSIBILITIES:

1. The Institution will use its best efforts to select students for participation in the A.L.E. who are prepared for effective participation in the training phase of their education. The Institution will retain ultimate responsibility for the education of its students.
2. Prior to the commencement of the A.L.E., the Institution will, upon request and with proper authorization, provide responsible Facility officials with such student records as will adequately disclose the prior education and related experiences of prospective student participants.
3. The Institution will use its best efforts to see that the A.L.E. at the Facility is conducted in such a manner as to enhance the resources available to the Facility for the providing of care to its clients and patients. Only those students who have satisfactorily completed the prerequisite courses of the curriculum will be selected for participation in an A.L.E., as specified in the curriculum course descriptions.
4. The Institution will not assign any faculty member to the Facility in connection with the operation of the A.L.E. who is not appropriately licensed or certified, and will make evidence of the licensure or certification of its entire assigned faculty available

to the Facility upon request. It is agreed that all Institution faculty are employees of the Institution, unless otherwise agreed upon in writing.

5. The Institution will inform all its participating students of the Facility's requirement that they must procure and maintain throughout the A.L.E. professional liability insurance in amounts, form, and by a carrier satisfactory to the Facility and the Institution, and covering their activities at the Facility, and to provide evidence of such insurance to the Facility prior to participation in any A.L.E. 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. 50-21-20 et seq.). The Institution will provide Worker's Compensation Insurance coverage for its participating faculty members. However, the Institution will not provide Worker's Compensation Insurance or other insurance coverage for its students. This paragraph will survive the termination of this agreement.
6. The Institution will encourage participating student and faculty compliance with the Facility'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 will keep each participating student and faculty member apprised of his or her responsibility, including but not limited to the following:
 - a) To follow the administrative policies, standards and practices of the Facility when in the Facility.
 - b) To report to the Facility on time and to follow all established regulations of the Facility.
 - c) To keep in confidence all medical, health, financial and social (including mental health) information pertaining to particular clients or patients.
 - d) To not publish any material related to the A.L.E. that identifies or uses the name of the Institution or the Facility or its members, clients, students, faculty or staff, directly or indirectly, unless prior written permission is received from the Institution and the Facility. However, the Facility hereby grants to the Institution the right to publish Institution administrative materials such as catalogs, course syllabi, A.L.E. reports, etc. that identify or uses the name of the Facility or its members, staff, directly or indirectly.

- e) To comply with all federal, state and local laws regarding the use, possession, manufacture or distribution of alcohol and controlled substances.
 - f) To follow Centers for Disease Control and Prevention (C.D.C.) Standard Precautions for Standard Blood borne Pathogens, C.D.C. Guidelines for Tuberculosis Infection Control, and Occupational Safety and Health Administration (O.S.H.A.) Respiratory Protection Standard.
 - g) To conform to established standards and practices while training at the Facility.
 - h) To provide the necessary and appropriate uniforms and supplies required where not provided by the Facility.
 - i) To wear a nametag that clearly identifies him/her as a student or faculty member.
 - j) To sign a written agreement obligating the student or faculty member to observe all rules and policies established by the Facility, to maintain the confidentiality of patient information, and to refrain from publishing any material related to the A.L.E. that identifies or uses the name of the Institution or the Facility, directly or indirectly, without first obtaining written approval, subject to the right to publish set forth in section d above.
7. The Institution will inform all student participants of the facility's requirement that all student participants at the time of enrollment in the A.L.E. procure and maintain health insurance, and upon request of the facility provide proof of such health insurance.
8. The Institution will notify student participants that they must furnish proof to Facility that at the time of enrollment in the A.L.E., and as necessary and appropriate during the period of participation, that they received a health examination, to determine that they are free from any infectious or contagious diseases, and are able to perform their activities in the A.L.E. without posing a direct threat to the health or safety of others, which may include PPD test or chest x-ray, hepatitis-B core antibody test, and Rubella, measles and mumps tests or documentation of immunization. Any medical or health care (emergency or otherwise) that may be received by an Institution student or faculty member at the Facility in the course of the A.L.E. shall be at the sole expense of the individual recipient of such care; provided that nothing herein shall require the Facility to provide any such care. Any student or faculty

participant who does not meet the health criteria established by the Facility will not be assigned by the Facility or allowed to continue to participate in the A.L.E. at the Facility. The Facility has the right, at any time, to request health status reports on student and faculty participants, to the extent allowed by applicable law. Moreover, if the student and/or faculty member has an exposure to blood or body substances, if there is an injury, to the student and/or faculty members or if there is an infectious disease outbreak, the Institution agrees, to the extent allowed by law, to send the student's and/or faculty member's health records within two (2) business days of the written request by the Facility for such health records.

9. 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.
10. The Institution will assign faculty/staff representatives(s) as liaison(s) between the Facility and the Institution.
11. All medical or health care (emergency or otherwise) that an Institution student or faculty member receives at the Facility will be at the expense of the individual involved.
12. Assure that all participating faculty and students are covered by professional liability insurance in amounts satisfactory to the School and the Facility and provide evidence of such insurance when requested by the Facility.

E. MUTUAL RESPONSIBILITY:

1. Pursuant to the provisions of 45 CFR § 165.504(e)(3) (of HIPAA rules and regulations), the parties agree that the Department of Behavioral Health and Developmental Disabilities (that is, DBHDD) is a "covered entity" as defined by the federal Standards for Privacy of Individually Identifiable Health Information.
2. Facility and Institution agree to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 132d ("HIPAA") and any current and future regulations promulgated thereunder including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 ("the Federal Security Regulations"), and the federal standards for

electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements." Facility agrees not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. Section 164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. Section 1320d), other than as permitted by HIPAA Requirements and terms of this Agreement. Institution will familiarize each student with HIPAA Requirements before the initiation of A.L.E. participation at Facility and will inform students of their obligation to comply with HIPAA Requirements and to not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. Section 164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. Section 1320d), other than as permitted by HIPAA Requirements and terms of this Agreement.

3. The parties will work together to maintain an environment of quality learning experiences for the Institution's student(s), while at the same time enhancing the resources available to the Facility for the providing of care to its clients and patients. At the request of either party, a meeting or conference will be held between Institution and Facility representatives to resolve any problems or develop any improvements in the operation of the A.L.E.
4. The Institution and the Facility acknowledge and agree that neither party shall be responsible for any loss, injury or other damage to the person or property of any student or faculty member participating in the A.L.E. unless such loss, injury or damage results from the negligence or willful conduct of that party, its agents, officers or employees.
5. This relationship is intended solely for the mutual benefit of the parties hereto, and there is no intention, express or otherwise, to create any rights or interests for any party or person other than Facility and the Institution; without limiting the Generality of the foregoing, no rights are intended to be created for any patient, student, parent or guardian of any student, spouse, next of kin, employer or prospective employer of any student.
6. Neither party is agent, employee or servant of the other. The Institution and the Facility acknowledge and agree that student participants in the A.L.E. are not

employees of the Institution or the Facility by reason of such participation, and that they assume no responsibilities as to the student participants that may be imposed upon an employer under any law, regulation or ordinance.

7. Facility and Institution acknowledge that protection of participants in the A.L.E. from exposure to blood-borne pathogens is the joint concern of Facility, Institution and the participant. Facility will make available to participants for use within the Facility all personal protective equipment, including gloves, gowns, masks, and other supplies necessary to comply with Centers for Disease control guidelines, as appropriate to the participant's A.L.E. Facility shall provide participant's with education regarding blood-borne pathogens appropriate to the participant's educational training at Facility, and shall maintain documentation of such education. Institution will, to the extent allowed by law or regulation, offer to participants at substantial risk of directly contacting body fluids, antibody and/or antigen testing and vaccination in accordance with requirements of the Occupational Health and Safety Administration and Centers for Disease Control. In the event of an exposure, the parties will follow the applicable guidelines of the Centers for Disease Control. Facility will use its best efforts to approximately test the source patient and to obtain that patient's consent to disclosure of test results to the Institution and participant.
8. This Memorandum of Understanding shall be governed by, construed and applied in accordance with the laws of the State of Georgia.
9. This Memorandum of Understanding shall supersede any and all previously executed agreements between the parties for applied learning experiences.
10. The terms of this Memorandum of Understanding shall be for a period of one year, commencing August 1, 2021 and ending July 31, 2022. This agreement may be renewed or amended at any time by mutual written consent of the parties. This agreement may also be terminated for any reason at any time upon not less than ninety (90) days written notice, but students currently in an A.L.E. may complete the A.L.E.

CONTACT INFORMATION:

INSTITUTION: Georgia State University



Date: 30 April 2021

Wendy F. Hensel
Provost and Senior Vice President for Academic Affairs

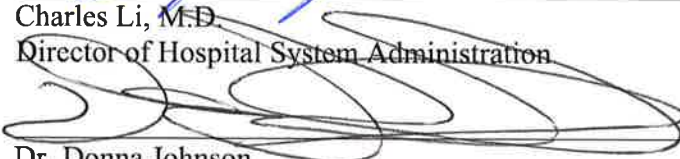
FACILITY:

DEPARTMENT OF BEHAVIORAL HEALTH AND DEVELOPMENTAL DISABILITIES



Date: 5/13/2021

Charles Li, M.D.
Director of Hospital System Administration



Date: 5/13/21

Dr. Donna Johnson
Staff Training and Development