DocuSign Envelope ID: AE6DF95A-F16B-46BA-ACC1-AD2564ACE7D5

EDUCATIONAL AFFILIATION AGREEMENT
Northeast Georgia Physicians Group, Inc.

This Agreement is made and entered into this the __11th__ day of __February____, 20_21__, by and between Board of Regents of the University System of Georgia by and on behalf of Georgia State University, ("School") and Northeast Georgia Physicians Group, Inc. ("Facility").

WHEREAS, Facility operates medical clinics and related operations in northeast Georgia; and

WHEREAS, School provides education to students in its Graduate Nursing Program of study (the "Program"); and

WHEREAS, School desires to provide clinical experiences to its students in the Program and Facility is willing to host such experiences;

NOW THEREFORE, School and Facility agree as follows:

1. Clinical Experience. Facility agrees to host students of School and to assist School in providing clinical experiences related to the Program upon the terms and conditions set forth herein.

2. Term; Termination. This Agreement will be in effect from 1/15/2021 to 1/14/2024. Either party may terminate this Agreement with immediate effect following a breach hereof by the other party which remains uncured for a period of thirty (30) days after written notice thereof. Either party may terminate this Agreement without cause on thirty (30) days written notice to the other party.

3. Insurance.

(a) The School is a self-insured entity of the State of Georgia covered by the Georgia Tort Claims Act and the State Broad Form Insurance. School 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.) School will provide Worker's Compensation insurance coverage for its participating faculty members. However, neither School nor Facility will provide Worker's Compensation insurance or other insurance coverage for students. School will submit evidence of insurance to Facility upon request. In addition, the School will notify Students of Facility's requirement that Student must procure and furnish proof of professional liability insurance with minimum limits of $1,000,000/$3,000,000 to Facility upon request by a carrier satisfactory to the Facility and the School and covering their activities at the Facility. If students' coverage is of the claims made type, such coverage will outlive this Agreement for at least twenty-four (24) months (which may require tail or prior acts coverage). The coverage retroactive date will be this Agreement's effective date.

(b) School will ensure that its workers' compensation or equivalent insurance covers School's Clinical instructors and other School staff present on Facility grounds and property.

(c) School will inform Student of Facility's requirement that he or she have health insurance during his or her clinical rotation at Facility and submit evidence of such insurance to Facility upon request.

(d) Facility will be notified in writing at least thirty (30) days prior to any material alteration, cancellation or nonrenewal of coverage required by this paragraph. Inadequate insurance or proof of insurance will be grounds for immediate termination of this Agreement. Insurance will be provided by a carrier who is acceptable to Facility, which will not unreasonably withhold its approval.

4. Licensure. School agrees to provide evidence of current licensure for any faculty providing clinical instruction at Facility.

DocuSign Envelope ID: AE6DF95A-F16B-46BA-ACC1-AD2564ACE7D5

5. Health / Vaccinations. In an effort to protect faculty and students who may be at risk of contracting communicable diseases in the course of their clinical education experience, and to provide that only persons who are physically able will provide care for patients in the institution, School shall notify Students of Facility's requirement that they provide to Facility proof of each of the following prior to student participation in clinical experience at Facility:

(a) Facility strongly recommends that all health care faculty and students receive the Hepatitis B vaccine ("HBV"). Any faculty or student choosing not to receive the HBV will be required to sign a statement of declination.

(b) Each student and faculty member participating in the Program at Facility shall obtain an annual tuberculosis PPD, and in the event of a positive test a chest x-ray and treatment as deemed necessary by a physician. In the event of a positive result, evidence of appropriate follow-up will be provided to Facility prior to the faculty/student participating in clinical experience.

(c) Serologic evidence of immunity or proof of vaccination against measles, mumps and rubella is required for individuals born after January 1957. Vaccine must have been administered within the last ten years.

(d) Current physical examination on file at the school, a copy of which will be made available to Facility upon request.

(e) The influenza vaccine is required for students and instructors that are within the Facility facilities between October 1 and March 31. Medical exceptions will be made on a case by case basis.

(f) School will educate students and faculty about clinical safety, including OSHA blood-borne pathogens standards, and tuberculosis transmission prevention.

6. Eligibility. School will coordinate with Facility to assign students and plan the clinical training program. Only students who meet the School's criteria for eligibility, which must be Facility-approved, will be referred to the Facility. School will notify Facility if any students fail to meet education and/or training requirements.

7. Policies. The School will encourage and require each student and faculty member assigned to Facility to comply with the Facility's policies, rules, regulations and procedures, and keep students and faculty informed as to the same and any changes therein. Specifically, the School will encourage and require each participating student and faculty member to be apprised of his or her responsibilities thereunder. The School will notify each student and faculty member of the Facility's requirement that they participate in an orientation to facilities; philosophy, policies, safety training and regulations of Facility; and Facility software for onboarding, scheduling, and other clinical requirements.

8. Health Care. All medical or health care (emergency or otherwise) that a student or faculty member receives at Facility will be at the expense of the individual student or faculty member.

9. Patient Responsibility. Facility will retain responsibility for the care of patients and will maintain administrative and professional supervision of students insofar as their presence affects the operation of Facility and/or patient care.

10. No Discrimination. The School and Facility agree not to discriminate on the basis of race, color, religion, sex, national origin, age, or disability.

11. Background Checks.

(a) The School will notify each student of Facility's requirement that they undergo a background check.. Background checks are to include such information as Facility may request. At the time of execution hereof, such checks shall include the following:

- Criminal History Investigation (7 years, unlimited counties)
- Sexual Offender Registry / Predator Registry
- Social Security Number Verification
- Positive Identification National Locator with Previous Address

DocuSign Envelope ID: AE6DF95A-F16B-46BA-ACC1-AD2564ACE7D5

- Maiden / AKA Name Search
- Medicare / Medicaid Sanction Search, through National Practitioner Data Bank
    - Office of Inspector General (OIG) Search
    - General Services Administration (GSA) Search
    - FDA Debarment Check
- National Wants & Warrants Submission
- Investigative Application review (by Licensed Investigator)
- National Practitioner Data Bank Misconduct Registry Search
- Executive Order 13224 Terrorism Sanctions Regulations
- Search of Healthcare Employment Verification Network (HEVN)

(b) Student background checks must be completed within six (6) months prior to the beginning of the first clinical rotation at Facility. Provided that the student maintains continuous enrollment with the School, no additional background checks will be required.

(c) Student will notified that Facility requires that they make the results of the background check available to Facility. .

(d) In the event that Facility determines that a student or faculty member is ineligible to provide or receive services at Facility, Facility will promptly notify School and School will not send such student or faculty member to Facility.

12. To the extent allowable by law, each Party will assume responsibility and liability for its own activities under this Agreement. This provision shall survive the termination or expiration of this Agreement.

13. Investigation. Parties agree to notify each other as soon as possible, in writing, of any incident, occurrence, or claim arising out of or in connection with this Agreement which could result in a liability or claim of liability to the other party. Facility and School will each have the right to investigate any incident or occurrence and the Parties will cooperate fully with each other in such investigation.

14. Confidentiality. School will inform participating students that they must maintain the confidentiality of patient information. All information obtained from patients, their records or computerized data is to be held in confidence and no copies of patient records shall be made by the participating students. School will inform participating students that they should not identify patients in papers, reports or case studies without first obtaining permission of Facility and the patient, utilizing the patient confidentiality policies and procedures of the Facility. School shall inform each student that they must abide by the Facility's policies regarding confidentiality and compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, and all applicable regulations promulgated thereunder (collectively, "HIPAA"). Solely for the purpose of defining the students' role in relation to the use and disclosure of protected health information, participating students are defined as members of Facility's workforce, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this Agreement. However, such students are not and shall not be considered to be employees of the Facility.

15. Student Information. Facility acknowledges that the information provided by School, or others on behalf of the School, that directly relates to any student, including academic information, professional information (e.g. licenses obtained, suspension, revocation); training and/or certification; health information; and the results of any criminal background check and/or drug testing/ treatment information is protected by the Family Educational Rights and Privacy Act (FERPA). Facility agrees that it (1) will protect the confidentiality of student information; (2) will not use student information for any purpose other than to carry out the purposes of this Agreement; and (3) will not disclose student information except to individuals within its organization who have a need to know student information.

DocuSign Envelope ID: AE6DF95A-F16B-46BA-ACC1-AD2564ACE7D5

16. a) School represents to Facility that neither School nor any of its owners, officers, directors, employees, or agents ("School Representatives") is an Ineligible Person. For purposes of the representations and warranties contained herein, an "Ineligible Person" is an individual or entity who: (i) is currently excluded, debarred, suspended, or otherwise ineligible to participate in the federal health care programs as defined in 42 U.S.C § 1320a or in federal procurement or non-procurement programs (the "Federal Health Care Programs"); or (ii) has been convicted of a criminal offense that falls within the ambit of 42 U.S.C. § 1320a-7(a), but has not yet been excluded, debarred, suspended, or otherwise declared ineligible to participate in the Federal Health Care Programs. School further represents to Facility that, to the best of School's knowledge, neither School nor any of the School Representatives is under investigation or otherwise engaged in conduct which may result in School or one of the School Representatives, as the case may be, becoming an Ineligible Person.

b) The foregoing representations shall be ongoing during the term of this Agreement, and School shall immediately notify Facility of any change in their status. Any breach of the representations and warranties herein shall give Facility the right to terminate this Agreement for cause as of the date of breach or at such other subsequent time as Facility may elect.

17. Miscellaneous Provisions. This Agreement will be governed by, construed and applied in accordance with the laws of the State of Georgia. Failure of Facility to insist upon strict compliance with the terms of this Agreement, including any omission by Facility to take action on account of any default by School hereunder shall not constitute a waiver and shall not affect Facility's right to strictly enforce the terms of this Agreement. This Agreement shall not be amended or modified except by an agreement in writing, signed by the parties hereto. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused their duly authorized agents to execute this Agreement as of the day and year first above written.

FACILITY: Northeast Georgia Physicians Group, Inc.

DocuSigned by:

Facility Representative: Daniel Tuffy
84E833FD1755460...
Printed Name and Title: Daniel Tuffy President and Chief Administrative Officer
Date: 2/17/2021

SCHOOL NAME: Board of Regents of the University System of Georgia by and on behalf of Georgia State University

School Representative: Wendy Hensel
Printed Name and Title: Wendy F. Hensel, Provost & Senior Vice President for Academic Affairs
Date: February 11, 2021