

**MEMORANDUM OF UNDERSTANDING BETWEEN  
GEORGIA STATE UNIVERSITY  
AND  
GRADY MEMORIAL HOSPITAL CORPORATION  
d/b/a GRADY HEALTH SYSTEM®**

This is a Memorandum of Understanding ("MOU") by and between Grady Memorial Hospital Corporation d/b/a Grady Health System® ("Facility"), and Georgia State University ("Institution") (each a "Party" and collectively the "Parties").

**A. PURPOSE**

1. The purpose of this MOU is to guide and direct the Parties respecting their affiliation and working relationship, inclusive of anticipated future arrangements and agreements, to provide high quality educational learning experiences (a "Program" or "Programs") for the Institution's students.
2. Neither Party intends for this MOU to alter in any way 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. However, the understandings contained herein are incorporated into and made a part of a subsequent agreement executed between the Institution and Facility in a form substantially similar to that which is attached hereto and incorporated by reference as "Exhibit A" (the "Agreement").

**B. GENERAL UNDERSTANDING**

1. Programs will be of such content and cover such periods of time as may from time to time be mutually agreed upon by the Parties. The starting and ending date for each Program will be agreed upon at least one (1) month before the Program commences. Program planning will be subject to final approval by the Facility.
2. The number of students designated for participation in a Program will be mutually determined by agreement of the Parties, and may at any time be altered by mutual agreement. All student participants must be mutually 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 the Facility or the Institution, or for any other reason if either Party reasonably believes that it is not in the best interest of the Program for the student to continue. Such Party will provide the other Party and the student with immediate notice of and written reasons for the withdrawal. Any student may withdraw from a Program upon written notification to Facility and Institution.
3. There will be no discrimination on the basis of age, color, race, national origin, physical or mental disability, socioeconomic status, religion, creed, sex, sexual orientation, gender identity or expression, or veteran's status in either the selection of students for participation in a Program, or as to any aspect of a 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 Program.

4. The applicable provisions of Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, and the Vietnam Veteran's Readjustment Assistance Act, and applicable regulations, are hereby incorporated by reference.

### **C. FACILITY RESPONSIBILITIES**

1. The Facility will retain responsibility for the care of its clients and patients and will maintain supervision of students insofar as their presence and Program assignments affect the operation of the Facility and its care, direct and indirect, of its clients and patients. No provision of this relationship will 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 Program objectives and plan developed through cooperative planning by the Institution's departmental faculty and the Facility's staff. The Facility will make conference space and classrooms available as may be necessary for teaching and planning activities in connection with the Program. However, specific classroom, conference space and Facility requirements may be set forth in the Agreement.
3. Facility 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 exchange educational information in accordance with the Family Educational Rights and Privacy Act of 1974 (as amended). 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 will obtain all required consents, the Facility will have the right to rely on such consents and to obtain copies of such consents upon request. Unless otherwise specified in the Agreement, any evaluation of students by the Facility will relate only to general student participation in the Program, and will in no way be construed as a certification by the Facility as to the competence of any student or a representation by the Facility of any student's ability or competence in connection with the practical implementation of any knowledge gained through the Program.
4. The Facility will assign a staff representative as liaison between the Facility and the Institution. The Facility staff representative may be designated in the Agreement.
5. The Facility will provide for the orientation of both Institution faculty and students as to the philosophies, rules, regulations and policies of the Facility.
6. All medical or health care (emergency or otherwise) that an Institution faculty member or student receives at the Facility will be at the expense of the individual involved.
7. 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. The nature and scope of activities of Institution faculty members that may, in any way, involve patient care at the Facility will be at the sole discretion of the Facility.

and subject to such conditions as the Facility may deem necessary in its sole discretion including, but not limited to, prior proof of professional liability coverage, appropriate licensure or certifications, and compliance with all Facility rules, regulations, and policies. If faculty participation at the Facility, other than as a supervisor for the purpose of the Program, is so authorized, it must not be a substitute for adequate staffing at the Facility.

8. The Facility, its officers, directors, employees, agents and physicians on its medical staff do not assume liability for any death, injury, or damages of whatever nature resulting from the acts or omissions of the Institution's students or faculty members during their presence at the Facility.
9. The Facility maintains a commercial general liability and professional liability policy with a self-insured retention of \$5 million before the first layer of coverage. Facility will provide evidence of such insurance to the Institution at Institution's request.

#### **D. INSTITUTION RESPONSIBILITIES**

1. The Institution will use its best efforts to select students for participation in Programs who are prepared for effective participation in the training phase of their overall education. Only those students who have satisfactorily completed the prerequisite didactic portion of their curriculum will be selected for participation in a Program. The Institution will retain ultimate responsibility for the education of its students.
2. The Institution will obtain an account with ACEMAPP (<https://acemapp.org>) to facilitate the exchange of information with Facility. All required student, faculty and Institution records (including health screens and background checks) will be submitted through ACEMAPP.
3. The Institution will use its best efforts to see that the Programs at the Facility are conducted in such a manner as to enhance the resources available to the Facility for the provision of care to its clients and patients.
4. The Institution will not assign any faculty member to the Facility in connection with the operation of the Program who is not appropriately licensed or certified, and will make evidence of the licensure or certification of all 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 procure and maintain (or require its participating faculty and/or student(s) to procure and maintain), throughout the Program, professional liability insurance covering its participating students' and faculty members' activities at the Facility and will provide evidence of such insurance to the Facility prior to participation in a Program. The Institution will maintain general and professional liability insurance on an occurrence basis in the amount of \$1,000,000 per occurrence and \$3,000,000 in the aggregate. The Facility will not provide Worker's Compensation Insurance coverage or other insurance coverage for the participating students or faculty members. If applicable, the Institution will provide Worker's Compensation Insurance coverage for its participating students and faculty members. The Institution will provide Facility a certificate of insurance demonstrating compliance with this provision prior to the Institution's students beginning a Program at Facility. The Institution will not cancel such policies without

providing Facility ninety (90) days prior written notice of such cancellation. The Institution's students will not be allowed to continue in any Program after expiration or cancellation of insurance required by this Section.

6. This section intentionally omitted.
7. The Institution will have the full responsibility for the conduct of any student or faculty disciplinary proceedings and will conduct the same in accordance with the applicable statutes, rules, regulations and case law.
8. The Institution will assign a staff representative as liaison between the Facility and the Institution. The Institution staff representative will be designated in the Agreement.

#### **E. STUDENT RESPONSIBILITIES**

The Institution will require student compliance with the Facility rules, regulations and procedures, and use its best efforts to keep students informed as to the same and any changes therein. Specifically, the Institution will keep each participating student apprised of his or her responsibilities, including but not limited to the following:

1. Completing the application and each step of the onboarding process in a timely and thorough manner, including submission of all required documentation (including health screens) through ACEMAPP, completion of all background checks and drug screens through Advantage Student (at the expense of the student), and attending New Employee/Student Orientation within sixty (60) days prior to the start of a Program. Background checks will serve for a period of two (2) years past the date of completion. If a student is participating in a Program at Crestview Health and Rehabilitation Center, annual background checks are required. Students who do not pass either the background check or the drug screen will not be permitted to participate in a Program at Facility.
2. Following the administrative policies, standards and practices of the Facility when in the Facility, including but not limited to the Grady Health System's Corporate Compliance and Ethics Program.
3. Reporting to the Facility on time, following all established regulations of the Facility, and conforming to established standards and practices while training at the Facility.
4. Keeping in confidence all medical, health, financial and social (including mental health) information pertaining to particular clients or patients.
5. Refraining from publishing any material related to the educational training experience that identifies or uses the Facility or its members, clients, students, faculty or staff, directly or indirectly, unless prior written permission is received from the Facility. However, the Facility hereby grants to the Institution the right to publish syllabi, Program reports, etc. that, directly or indirectly, identify or use the name of the Facility or its members, clients, students, faculty or staff.

6. Complying with all federal, state and local laws regarding the use, possession, manufacture or distribution of alcohol and controlled substances.
7. Following all applicable Centers 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.
8. Arranging for and being solely responsible for living accommodations while at the Facility.
9. Completing the Program evaluation.
10. Maintaining appropriate dress and behavior at all times when on the Facility campus, including providing the necessary and appropriate uniforms and supplies required where not provided by the Facility.
11. Wearing a badge that clearly identifies him/her as a student and returning the badge to the host department coordinator at the conclusion of the Program.
12. Signing the Facility's Information Systems Acceptable Use Agreement, if the student will have access to Facility computers.
13. Signing the Student Program Agreement, attached hereto as Exhibit "C".

#### **F. FACULTY RESPONSIBILITIES**

The Institution will require faculty compliance with the Facility rules, regulations and procedures, and use its best efforts to keep faculty informed as to the same and any changes therein. Specifically, the Institution will keep each participating faculty member apprised of his or her responsibilities, including but not limited to the following:

1. Attending the Facility's New Employee/Student Orientation annually.
2. Submitting all required documentation (including health screens) through ACEMAPP and completion of all background checks and drug screens through Advantage Student (at the expense of the faculty member or the Institution). The background check will serve for a period of two (2) years past the date of completion. If a faculty member is participating in a Program at Crestview Health and Rehabilitation Center, annual background checks are required. Faculty members who do not pass either the background check or the drug screen will not be permitted to participate in a Program at Facility.
3. Following the administrative policies, standards and practices of the Facility when in the Facility, including but not limited to the Grady Health System's Corporate Compliance and Ethics Program.
4. Reporting to the Facility on time, following all established regulations of the Facility, and conforming to established standards and practices while training at the Facility.

5. Keeping in confidence all medical, health, financial and social (including mental health) information pertaining to particular clients or patients.
6. Refraining from publishing any material related to the educational training experience that identifies or uses the Facility or its members, clients, students, faculty or staff, directly or indirectly, unless prior written permission is received from the Facility. However, the Facility hereby grants to the Institution the right to publish syllabi, Program reports, etc. that directly or indirectly, identify or use the name of the Facility or its members, clients, students, faculty or staff.
7. Complying with all federal, state and local laws regarding the use, possession, manufacture or distribution of alcohol and controlled substances.
8. Following Centers 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.
9. Arranging for and being solely responsible for living accommodations while at the Facility.
10. Assisting students in understanding their own responsibilities in the onboarding process, including directing students to ACEMAPP and Advantage Student.
11. Maintaining appropriate dress and behavior at all times when on the Facility campus, including providing the necessary and appropriate uniforms and supplies required where not provided by the Facility.
12. Wearing a badge that clearly identifies him/her as a faculty member and returning the badge to the host department coordinator at the conclusion of the Program.
13. Signing the Facility's Information Systems Acceptable Use Agreement. if the faculty member will have access to Facility computers.
14. Signing the Faculty Program Agreement. attached hereto as Exhibit "D"...

**G. MUTUAL RESPONSIBILITIES**

1. The Parties will work together to maintain an environment of quality Programs for the Institution's student(s), while at the same time enhancing the resources available to the Facility for the provision 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 concerns or develop any improvements in the operation of the Programs.
2. This working relationship and affiliation may be reviewed annually by the Parties at the department level to ensure quality and effectiveness of the Programs. This Memorandum of Understanding may be amended at any time by mutual written agreement of the Parties. It may also be canceled at any time by either Party upon not less than ninety (90) days written notice to the other Party.

3. This relationship is intended solely for the mutual benefit of the Parties hereto, and there is no intention, express or otherwise, to create any right or interests for any Party or person other than the Facility and the Institution. Without limiting the generality of the foregoing, the Parties do not intend to create any rights for any patient, student, parent or guardian of any student, spouse, next of kin, employer or prospective employer of any student.
4. Neither Party is an agent, employee or servant of the other. The Institution and the Facility acknowledge and agree that student participants in Programs are not employees of the Institution or the Facility by reason of such participation and that the Parties assume no responsibilities as to the student participants that may be imposed upon an employer under any law, regulation or ordinance. Student participants will in no way hold themselves out as employees of the Institution or the Facility.
5. Facility and Institution acknowledge that protection of participants in Programs 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 Program. Facility will provide participants with education regarding blood borne pathogens appropriate to the participant's Program at Facility and will maintain documentation of such education. Institution will require students to obtain the necessary immunizations in accordance with the requirements of the Occupational Health and Safety Administration and Centers for Disease Control. In the event of an exposure, to the extent allowed by law, the Institution will be responsible for offering appropriate testing to the affected participant and for record-keeping. Facility will use commercially reasonable efforts to appropriately test the source patient and to obtain patient's consent to disclosure of test results to Institution and participant. Facility will not be responsible for providing medical care and counseling to affected participants and any such care sought from the Facility will be the at the sole expense of the participant.
6. The Institution and the Facility will at all times observe and comply with all federal, state, local and municipal laws, ordinances, rules and regulations, specifically including but not limited to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") relating to the performance of their obligations hereunder or in any manner affecting this MOU.

The Institution and the Facility acknowledge that throughout the term of the MOU, participating students and faculty may have access to certain confidential patient information, commonly referred to as "protected health information" (hereinafter referred to as "PHI"). Therefore, the Institution will require its student and faculty participants to comply with the policies and procedures of the Facility, including those governing the use and disclosure of PHI under federal law, specifically 45 CFR parts 160 and 164. Solely for the purpose of Facility's PHI, such student and faculty participants are defined as members of the Facility's workforce, as that term is defined in 45 CFR 160.103, when engaged in activities pursuant to this MOU. However, such student and faculty participants are not and will not be considered employees of the Facility.

At the termination or expiration of the Agreement, the Institution will notify all participating faculty (if applicable) and students that they will either return or destroy any PHI in their

possession provided to them by the Facility, or, if the destruction or return of such information is not feasible, will extend the protections stated in Facility's rules and procedures, as well as limit further uses and disclosures to those purposes that make the return or destruction of such information feasible.

8. Unless sooner canceled as provided below, the term of this MOU will be three (3) years, commencing on **July 1, 2017** and ending on **June30, 2020**. This MOU may be renewed by mutual written consent of the Parties. It may also be canceled at any time by either Party upon not less than ninety (90) days written notice. Such notice will be delivered by hand or Certified Mail-Return Receipt Requested.
9. This MOU will be governed by and construed, interpreted and enforced in accordance the laws of the State of Georgia and with any agreements entered into by Grady Memorial Hospital Corporation, the Fulton-DeKalb Hospital Authority and Fulton and DeKalb Counties as such agreement may now or hereafter be in existence in connection with the funding and the operation of Grady Memorial Hospital Corporation.
10. The invalidity and enforceability of any particular provision of this MOU will not affect the other provisions herein contained.

**Grady Memorial Hospital Corporation**  
d/b/a Grady Health System®  
80 Jesse Hill Jr. Drive  
Atlanta, Georgia 30303-3801

**Georgia State University**  
**Byrdine F. Lewis School of Nursing and**  
**Health Professions**  
P.O. Box 3995  
Atlanta, Georgia 30302-3995

By: Cynthia Alexander  
Name: Cynthia Alexander  
Title: Director Resp Care SVC  
Date: 5/4/18

By: Risa Palm  
Name: Risa Palm  
Title: Provost  
Date: 4-28-18



**EXHIBIT A**  
**AFFILIATION AGREEMENT**

This Affiliation Agreement ("Agreement") is entered into by and between Grady Memorial Hospital Corporation d/b/a the Grady Health System® ("Facility"), and **Georgia State University** ("Institution") and is effective as of the last date signed below.

WHEREAS, the Institution desires to obtain, and the Facility desires to provide, high quality Programs for the Institution's students, while at the same time enhancing the resources available to the Facility for the providing of care to its clients and patients through the operation of a Program or Programs.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

1. This agreement applies to the following program:  
  
**Respiratory Care Services**
2. The Institution will use its best efforts to provide the Facility with information concerning the number of students, students' department/college, course of instruction, and dates of participation, ninety (90) days prior to the commencement of the Program. When available, student names will be provided prior to the students' participation at the Facility. The Institution will provide the number of faculty participants and the faculty department/college at least fifteen (15) days prior to the commencement of the Program. Although the Facility may decline the acceptance of student(s) or faculty, it will promptly notify the Institution of all students or faculty who are accepted into the Program. Further, the Facility will provide the Institution with written reasons for its non-acceptance of student(s) or faculty.
3. Upon receipt of the above information identified above in paragraph 2, the Facility will designate the classroom or conference space, Facility personnel, and other facilities or equipment appropriate for the Program and agrees to use commercially reasonable efforts to provide additional facilities, equipment and personnel as reasonably requested by the Institution. The availability of additional facilities, equipment and personnel will be subject to availability, prior requests for those resources, and the Facility's obligations regarding operation of the Facility.
4. If preceptors are used as an integral part of the Program, evaluation(s) by the Preceptor(s) will contribute to the evaluation of participating student practice competency.

The Preceptors will have appropriate licenses and degrees. The following are specific Preceptor requirements:

Program

Preceptor

_____	_____
_____	_____
_____	_____

5. Institution, students, and faculty members have executed the following documents. While a sample copy of each document is attached hereto and hereby incorporated by reference, copies of each executed document are available upon request:
- A. Authorization for Release of Records and Information (Exhibit B).
  - B. Student Program Agreement (Exhibit C).
  - C. Faculty Supervision of a Program Agreement (Exhibit D)
  - D. Implementation of TB Respiratory Mask 3M-N95(1860) (Exhibit E).

6. The following individuals will respectively serve as the faculty/staff representative(s) for the Institution and the contact person for the Facility:

- A. Institution Faculty/ Staff representative(s):
  - Program: \_\_\_\_\_
  - Name(s): \_\_\_\_\_
  - Address: \_\_\_\_\_
  - \_\_\_\_\_
  - Telephone Number: \_\_\_\_\_
  - Fax Number: \_\_\_\_\_
  
- B. Facility Contact Person:
  - Program: \_\_\_\_\_
  - Name: \_\_\_\_\_
  - Address: \_\_\_\_\_
  - \_\_\_\_\_
  - Telephone Number: \_\_\_\_\_
  - Fax Number: \_\_\_\_\_

In the event that an Institution or Facility contact person changes, the Institution or the Facility, as appropriate, hereby agrees to promptly notify the other Party of such change.

7. It is understood and agreed that all terms and conditions forming a part of the Memorandum of Understanding by and between Grady Memorial Hospital Corporation d/b/a Grady Health System and **Georgia State University** will remain in full force and effect during the term of this Agreement and are specifically incorporated herein by reference.
8. Unless sooner canceled as provided herein, the term of this Agreement will be for a period of three (3) years, commencing on **July 1, 2017** and ending on **June 30, 2020**. This Agreement may be renewed or amended at any time by mutual written consent of the Parties. It may also be canceled at any time by either Party upon not less than ninety (90) days written notice, but any students currently in an Program may complete the Program.

*Signatures continued on next page*

Grady Memorial Hospital Corporation  
d/b/a Grady Health System®  
80 Jesse Hill Jr. Drive  
Atlanta, Georgia 30303-3801

By: Cynthia Alexander  
Name: Cynthia Alexander  
Title: Director Respiratory Care SC  
Date: 5/4/18

Georgia State University  
Byrdine F. Lewis School of Nursing and  
Health Professions  
P.O. Box 3995  
Atlanta, Georgia 30302-3995

By: Risa Palm  
Name: Risa Palm  
Title: Provost  
Date: 4-27-18

**EXHIBIT B**

**AUTHORIZATION FOR RELEASE OF RECORDS AND INFORMATION**

**TO:** Any Facility where I participate in or request to participate in a Program;

**RE:** \_\_\_\_\_

(Print name of student)

As a condition of my participation in an 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 **Georgia State University**, or any of its member institutions ("Institution") to release any and all of my educational records and information in its possession, as deemed appropriate and necessary by the Institution, including but not limited to academic record and health information to any Facility where I participate in or request to participate in an Program. I further authorize the release of any information relative to my health to the Facility for purposes of verifying the information provided by me and determining my ability to perform my assignments in the Program. I also grant my permission to and authorize the Facility to release the above information to the Institution. The purpose of this release and disclosure is to allow the Facility and the Institution to exchange information about my medical history and about my performance in a Program.

I further agree that this authorization will be valid throughout my participation in the Program. I further request that Institution does 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 will continue in force until revoked by me by providing written notice to the Institution and the Facility, 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 not to 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, member institutions and their respective members, agents, servants and employees and the Facility and its officers, directors, agents, employees and physicians on its medical staff (each of the foregoing being hereinafter referred to individually as the "Indemnified Party") against all claims, demands, causes of 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, or my parent or guardian has signed below; that I am legally competent to execute this "Authorization for Release of Records and Information"; that I, or my parent and/or guardian, have read carefully and understand the above "Authorization for Release of Records and Information"; and that I have freely and voluntarily signed this "Authorization for Release of Records and

Information:

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Participant Signature \_\_\_\_\_

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

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

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

Parent/Guardian Signature  
(If applicable) \_\_\_\_\_

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

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

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

## EXHIBIT C

### STUDENT PROGRAM AGREEMENT

In consideration for participating in a Program, I hereby agree to the following:

1. To complete the submission of all required documentation through ACEMAPP and Advantage Student.
2. To follow the administrative policies, standards and practices of the Facility when in the Facility, including but not limited to the Grady Health System's Corporate Compliance and Ethics Program.
3. To report to the Facility on time, following all established regulations of the Facility, and conforming to established standards and practices while training at the Facility.
4. To keep in confidence all medical, health, financial and social (including mental health) information pertaining to particular clients or patients.
5. To refrain from publishing any material related to the educational training experience that identifies or uses the Facility or its members, clients, students, faculty or staff, directly or indirectly, unless prior written permission is received from the Facility.
6. To comply with all federal, state and local laws regarding the use, possession, manufacture or distribution of alcohol and controlled substances.
7. To follow all applicable Centers 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.
8. To arrange for and being solely responsible for living accommodations while at the Facility.
9. To complete the Program evaluation.
10. To maintain appropriate dress and behavior at all times when on the Facility campus, including providing the necessary and appropriate uniforms and supplies required where not provided by the Facility.
11. To wear a badge that clearly identifies me as a student and to return the badge to the host department coordinator at the conclusion of the Program.
12. To sign the Facility's Information Systems Acceptable Use Agreement if I will have access to Facility's computers.

Further, I understand and agree, unless otherwise agreed to in writing, that I will not receive any monetary compensation from the Institution or the Facility for any services I provide to the Facility or its clients, students, faculty or staff as a part of my Program.

Unless otherwise agreed upon in writing, I also understand and agree that I will not be deemed to be employed by or an agent or servant of the Facility; that the Facility assumes no responsibilities as to me as may

be imposed upon an employer under any law, regulation or ordinance; that I am not entitled to any benefits available to employees; and, therefore, I agree not to in any way hold myself out as an employee of the Facility.

I understand and agree that I may be immediately withdrawn from the Program based upon a lack of competency on my part, my failure to comply with the rules and policies of the Institution or Facility, if I pose a direct threat to the health or safety of others, or if for any other reason the Institution or the Facility reasonably believes that it is not in the best interest of the Institution, the Facility or the Facility's patients or clients for me to continue. Such Party will provide the other Party and me with immediate notice of the withdrawal and written reasons for the withdrawal. I also understand that I may withdraw from the Program by providing written notice to both Facility and Institution.

I understand and agree to show proof of professional liability insurance in amounts satisfactory to the Facility and the Institution, covering my activities at the Facility, and to provide evidence of such insurance upon request of the Facility to the extent such insurance is not provided by my Institution.

I further understand that all medical or health care (emergency or otherwise) that I receive at the Facility 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, or my parent or guardian has signed below; that I am legally competent to execute this "Student Program Agreement"; that I, or my parent and/or guardian, have read carefully and understand the above "Student Program Agreement"; and that I have freely and voluntarily signed this "Student Program Agreement."

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

\_\_\_\_\_  
Signature

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

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

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

\_\_\_\_\_  
Parent/Guardian Signature

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

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

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

**EXHIBIT D**  
**FACULTY SUPERVISION**  
**PROGRAM AGREEMENT**

In consideration for participating as a Program educator of students participating at any Facility where I may participate as a Program educator, I hereby agree to the following:

1. To attend the Facility's New Employee/Student Orientation annually.
2. To complete the submission of all required documentation through ACEMAPP and Advantage Student.
3. To follow the administrative policies, standards and practices of the Facility when in the Facility, including but not limited to the Grady Health System's Corporate Compliance and Ethics Program.
4. To report to the Facility on time, following all established regulations of the Facility, and conforming to established standards and practices while training at the Facility.
5. To keep in confidence all medical, health, financial and social (including mental health) information pertaining to particular clients or patients.
6. To refrain from publishing any material related to the educational training experience that identifies or uses the Facility or its members, clients, students, faculty or staff, directly or indirectly, unless prior written permission is received from the Facility. However, the Facility hereby grants to the Institution the right to publish syllabi, Program reports, etc. that directly or indirectly, identify or use the name of the Facility or its members, clients, students, faculty or staff.
7. To comply with all federal, state and local laws regarding the use, possession, manufacture or distribution of alcohol and controlled substances.
8. To follow all applicable Centers 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.
9. To arrange for and being solely responsible for living accommodations while at the Facility.
10. To assist students in understanding their own responsibilities in the onboarding process, including directing students to the website that has instructions and the student application.
11. To maintain appropriate dress and behavior at all times when on the Facility campus, including providing the necessary and appropriate uniforms and supplies required where not provided by the Facility.
12. To wear a badge that clearly identifies me as a faculty member and to return the badge to the host department coordinator at the conclusion of the Program.
13. To sign the Facility's Information Systems Acceptable Use Agreement if I will have access to Facility's computers.



Further, I understand and agree that, unless otherwise agreed to in writing, I will not receive any monetary compensation from the Facility for any services I provide to the Facility or its clients or patients, as a part of my supervisory responsibilities at the Facility. Unless otherwise agreed upon in writing, I also understand and agree that I will not be deemed to be employed by or an agent or a servant of the Facility; that the Facility assumes no responsibilities as to me as may be imposed upon an employer under any law, regulation or ordinance; that I am not entitled to any benefits available to Facility employees; and, therefore, I agree not to in any way hold myself out as an employee of the Facility.

I understand and agree that I may be removed from the Facility based upon a lack of competency on my part, my failure to comply with the rules and policies of the Institution or Facility, if I pose a direct threat to the health or safety of others, or if for any other reason the Institution or the Facility reasonably believes that it is not in the best interest of the Institution, the Facility or the Facility's patients or clients for me to continue.

I understand and agree to show proof of professional liability coverage in amounts satisfactory to the Facility and the Institution and covering my activities at the Facility; and, to provide evidence of such coverage upon request of the Facility.

I understand that all medical or health care (emergency or otherwise) that I receive at the Facility will be my sole responsibility and expense.

I further understand and agree that, subject to the Facility's overall supervisory responsibility for patient care, appropriately licensed Institution faculty members provide such patient services at the Facility as may be necessary for teaching purposes. The nature and scope of activities of Institution faculty members that may involve in any way patient care at the Facility will be subject to the sole discretion of the Facility and to such conditions as the Facility may deem necessary in its sole discretion including, but not limited to, prior proof of professional liability coverage, appropriate licensure or certification, and compliance with all Facility rules, regulations, and policies. I further understand and agree that if faculty participation at the Facility other than as a Supervisor for the purpose of this Program is so authorized, it must not be a substitute for adequate staffing at the Facility.

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 or older, am legally competent, and that I freely and voluntarily signed this "Faculty Supervision Program Agreement."

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

\_\_\_\_\_  
Signature

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

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

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

\_\_\_\_\_  
Parent/Guardian Signature

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

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

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

## EXHIBIT E

### IMPLEMENTATION OF TB RESPIRATORY MASK 3M-N95(1860)

In an effort to comply with OSHA regulations 29 CFR 1910.134 et. seq., Grady Health System (hereinafter "GHS") will be implementing the use of the 3M-95 (1860) respiratory mask effective July 1, 1997. This OSHA regulation provides in part that "the employer will be responsible for the establishment and maintenance of a respiratory protective program". Requirements for a minimally acceptable respiratory protective program include, among others, the ability to quantitatively or qualitatively fit test employees in a reliable way to obtain a face-seal leakage of less than or equal to 10%.

Effective July 1, 1997, in accordance with GHS' newly established respiratory protective program, it will be the responsibility of all affiliated entities to ensure proper fit testing of the 3M-95(1860) respiratory mask and appropriate documentation of such fit testing for each health care worker rendering services at GHS. Fit testing for each individual should be done at least every five years or more frequently if significant weight or facial changes occur. GHS will request the documentation of completed fit testing from affiliated entities.

If you have any questions regarding GHS's respiratory protective program, please contact Infection Control at (404) 616-3598.