

**AFFILIATION AGREEMENT BETWEEN
GEORGIA STATE UNIVERSITY AND
MEDICAL FACILITIES OF NORTH CAROLINA, INC.
FOR ACADEMIC INTERNSHIPS**

THIS AGREEMENT is made as of March 1, 2019, by and between **The Board of Regents of the University System of Georgia by and on behalf of Georgia State University** (hereinafter "School") and **Medical Facilities of North Carolina, Inc.** (hereafter "MFNC").

WHEREAS, the School maintains training programs including its Master of Science in Occupational Therapy program for qualified students preparing for careers as Occupational Therapists;

WHEREAS, MFNC provides management and certain identified services to MFNC affiliated or managed facilities located throughout the State of North Carolina (hereinafter identified as "MFNC facilities" or "MFNC affiliated facility");

WHEREAS, MFNC recognizes the need to provide the communities that its MFNC facilities serve, and where the need exists, with adequate health care services; and

WHEREAS, MFNC seeks to promote high standards of preparation and training for future Occupational Therapy professionals and is prepared to provide students enrolled in the School's Master of Science in Occupational Therapy program (hereinafter "Students") in facilities for clinical experience;

NOW, THEREFORE, for and in consideration of the foregoing premises and mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. MFNC shall accept qualified Students for clinical experiences at an MFNC affiliated facility in accordance with this Agreement and shall provide, as available:
 - a. Orientation to the MFNC affiliated facility for all School instructors and to all Students assigned to the MFA affiliated facility for clinical education. Such orientation shall include training regarding MFNC's policies and procedures as required by the Standards for the Privacy of Individually Identifiable Health Information (the "Privacy Rule"), 45 CFR Parts 160 and 164.
 - b. Clinical facilities suitable for fulfillment of the training objectives for the clinical experience. The parameters of the clinical experience at the MFNC affiliated facility shall be mutually agreed to by the School and MFNC.
 - c. Instruction, supervision and evaluation of the Students as mutually agreed upon with the School, which shall retain full control of and responsibility for Student education, including the selection and supervision of learning experiences.

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- d. A copy of the MFNC protocol for handling high risk exposure to HIV, HBV and other infectious agents.
- e. Assurances that the MFNC affiliated facility has sufficient staff to perform daily workload for quality client care (or health information services) without dependence on Students.
- f. Opportunities for Student observation and, where appropriate, participation in clinical activities, in various departments of the MFNC affiliated facility. Student clinical education shall be provided only under the supervision of an employee of the MFNC affiliated facility who is a licensed, experienced professional in the appropriate discipline ("Clinical Supervisor"). All clinical experience practices shall be in compliance with Medicare Part A, Medicare Part B, and Medicaid regulations. Any medical record documentation shall be reviewed and cosigned by the Clinical Supervisor.
- g. Permission for Students and faculty to use the cafeteria at the MFNC affiliated facility at their own expense at rates normally charged to other students and faculty.
- h. Subject to the limits imposed by the institutional setting and facility constraints of the MFNC affiliated facility, use of classrooms and/or conference room space for pre- and post-clinical conferences concerning the clinical experience.
- i. Use of the audiovisual equipment and, to the extent made available to other Students, office equipment at the MFNC affiliated facility.
- j. Permission for Students and faculty to utilize the resources of the MFNC affiliated facility in regard to the provision of emergency medical treatment for injuries and illnesses which may occur during the time period when Students or faculty are authorized to be present; however, Students and faculty are independent contractors and are not covered by MFNC or the MFNC affiliated facility for workers' compensation or health or accident insurance purposes. In case of injury, neither MFNC nor the MFNC affiliated facility shall be held liable unless the injury was caused by the negligence or willful misconduct of MFNC, the MFNC affiliated facility or their respective officers, employees or agents.
- k. Provide the School designee the name and telephone number of the individual(s) employed by MFNC to facilitate Student learning and to provide guidance to Students during their clinical experience.
- l. Nothing in this section shall be construed to require MFNC or any MFNC affiliated facility to contract with any additional persons to meet its obligations hereunder.

2. The School shall be responsible for:
 - a. The education, instruction, supervision and evaluation of Students, including the selection and supervision of learning experiences; however, the parameters of the clinical experiences to be conducted at the MFNC affiliated facility shall be mutually agreed upon by MFNC and the School.
 - b. Providing instructors or preceptors who will be available to the department of the MFNC healthcare facility to which Students are assigned.
 - c. Providing MFNC with copies of current course outlines, course objectives, curriculum philosophy and a written report system for student performance and attendance.
 - d. Placing in the clinical education program of the MFNC affiliated facility only those Students who have had adequate preclinical instruction and who, in the reasonable judgment of its Program Director, have successfully fulfilled the School's preclinical requirements and are qualified to perform the clinical experiences to which they will be assigned.
 - e. Withdrawing from clinical education at an MFNC affiliated facility any student who in the reasonable opinion of the Chief Operating Officer of MFNC or his designee has demonstrated unsatisfactory clinical performance or noncompliance with the policies and procedures of MFNC or its MFNC affiliated facility.
 - f. Providing documentation prior to the beginning of each clinical experience certifying that each Student has met the health requirements established by MFNC which includes, but is not limited to, TB testing (PPD). Each Student shall maintain health insurance and provide to the Administrator of the MFNC healthcare facility documentation evidencing such coverage.
 - g. Planning clinical hours, schedules and placements of assignments of Students in cooperation and with the agreement with the designated representative of MFNC.
 - h. Requiring that School Students and School faculty observe the rules and regulations of MFNC and the MFNC affiliated facility.
 - i. Requiring that the Students, during the performance of their respective internship duties and obligations, only initiate documentation in the patient's medical record if the record is reviewed and cosigned by the Clinical Supervisor who is a licensed, experienced, therapist in the clinical discipline of practice and all documentation entries shall be in compliance with Medicare Part A, Medicare Part B, and Medicaid regulations.
 - j. Contacting the Chief Operating Officer of MFNC or his designee at least sixty (60) days in advance for overall planning and approval. The number of Students

assigned to the MFNC affiliated facility and types of experiences in which Students shall participate shall be mutually determined, taking into account the facilities, convenience, and services of the MFNC affiliated facility; but at no time shall there be more than ten (10) students to one supervisor. The School will forward to the designated representative of MFNC names of Students to be assigned at least two (2) weeks prior to their arrival.

- k. Informing all its participating students of MFNC's requirement that they must procure and maintain throughout the clinical learning experience professional liability insurance in amounts, form, and by a carrier satisfactory to the MFNC. The Students shall submit to MFNC prior to the start of the clinical experience a certificate of insurance confirming the foregoing coverage in a minimum amount equal to or greater than the limitation on recovery per occurrence of one million dollars (\$1,000,000.00) and three (3) times of said amount in the annual aggregate. 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.). The School will provide Worker's Compensation Insurance coverage for its participating faculty members. However, the School will not provide Worker's Compensation Insurance or other insurance coverage for its students. This paragraph will survive the termination of this Agreement.

Each policy shall provide that the insurance company may not cancel coverage without providing the School and MFNC thirty (30) days prior notice. The School shall immediately notify MFNC should it receive any notice of cancellation of such insurance. Any such cancellation will constitute grounds for termination for cause as referenced in this Agreement.

- l. Observing the rules, regulations and policies of MFNC and the MFNC affiliated facility in planning clinical experiences and/or observations and ensuring that each Student, prior to performing duties under this Agreement, understands his/her obligations pursuant to this Agreement.
- m. Meeting periodically on an individual basis with clinical instructors and representatives of MFNC for planning and evaluating student progress and needs through written and practical examinations.
- n. Contacting the School administration and the MFNC designee for the purpose of reviewing this Agreement each year.
- o. The School will inform Students, School faculty, employees and agents that they shall not at any time during or after the term of this Agreement, without the express written consent of MFNC, directly or indirectly divulge, disclose or communicate patient-identifying information in any manner whatsoever to any person not employed or affiliated by or with the School or MFNC or the MFNC affiliated facility. Nothing in this section shall be deemed to preclude any person from responding to process of law from a court of competent jurisdiction.

- p. Compliance with the Security and Privacy Rule 45 C.F.R. Parts 160 and 164. Confidentiality and Disclosure of Patient Information. The School and its faculty, Students and/or agents acknowledge that they may have access to confidential protected health information ("PHI") and electronic protected health information ("E PHI") (hereinafter collectively referred to as "PHI"), including, but not limited to, patient identifying information. The School and its faculty, Students and/or agents agree that they (a) will not use or further disclose PHI other than as permitted by this Agreement or required by law; (b) will protect and safeguard from any oral and written disclosure all confidential information regardless of the type of media on which it is stored (e.g., paper, electronic, etc.) with which they may come into contact; (c) use appropriate safeguards to prevent use or disclosure of PHI other than as permitted by this Agreement or required by law; (d) shall immediately notify MFNC in writing of any change in student status i.e. no longer at school, suspension, expulsion, etc.
- q. Photographs. Company and its employees and agents are expressly prohibited from taking any photographs in or on the property of Facility, including but not limited to, photographs of residents and employees, without the written permission of the Facility.
- r. Social Media/Online Postings. Company and its employees and agents are expressly prohibited from making any online posting to any website regarding Facility, Facility residents or Facility employees without the express written permission of Facility.
- s. Providing Students with name tags identifying their status as a student.
- t. Elder Justice Act of 2009. In compliance with the provisions of the Elder Justice Act of 2009, 42 USCS Section 1320b-25, et seq., and implementing regulations, as a contractor of Facility. Student and School are required to report any reasonable suspicion of a crime against Facility residents to the Administrator of Facility and to ensure that such crime is reported to the North Carolina Department of Health and Human Services Division of Health Service Regulation Nursing Home Licensure and Certification Section and to local law enforcement agents. Such reports must be made within two (2) hours after forming the suspicion if the event results in serious bodily injury, or, if no serious bodily injury, within 24 hours.
- u. School must require each Student to submit to a background check, at his or her own expense, prior to the Student entering any MFNC affiliated facility. Such check shall include, at a minimum, Student's criminal background and the Sex Offender Registry. The results of the background check shall be provided directly to MFNC.

3. MFNC reserves the right to refuse acceptance of any Student for the clinical experience or to decline further participation by the Student in the clinical experience if the Student: (i) fails to comply with the employment and general policies and procedures of MFNC or its MFNC affiliated facility; (ii) conducts himself/herself in a manner detrimental to the business or reputation of the MFNC, the MFNC affiliated facility or a patient; (iii) fails to accept or comply with recommendations by staff of the MFNC affiliated facility, or further participation by the Student would be inappropriate for any reason.
4. The term of this Agreement shall commence as of the date hereof and shall continue in full force and effect for an initial term of one (1) year. Unless any party elects to terminate this Agreement at the end of the initial or any renewal term hereof by giving written notice to the other parties at least thirty (30) days prior to the expiration of the then current term, this Agreement shall be deemed to have automatically renewed for an additional term of one (1) year at the conclusion of each term, upon the same terms and conditions as set forth herein.
5. This Agreement may be terminated by either party without cause at the end of an academic semester and upon thirty (30) days advance written notice. Despite termination, this Agreement shall remain in force as to any Student in the program until the Student shall have completed his/her course of instruction or has been asked to withdraw pursuant to Section 3 hereof.

This Agreement may be immediately terminated by any party hereto upon the material breach of any of the terms and conditions hereof by any other party. Such termination shall be effective immediately upon receipt of notice of claimed breach.
6. In the performance of their respective duties and obligations hereunder, no Faculty, Student, employee, or agent of the School shall for any purpose be deemed to be an agent, servant, officer or employee of MFNC or its MFNC affiliated facility and no employee, agent, or officer of MFNC or the MFNC affiliated facility shall be deemed to be an agent or employee of the School.
7. The Clinical Experience that MFNC shall furnish to Students in connection with this Agreement is gratuitous and voluntary and shall be accomplished without any payment made by MFNC or its MFNC affiliated facility to the School, its faculty, Students, employees or agents. The School shall be responsible for any income tax withholding, social security taxes, workers compensation and unemployment compensation with respect to its faculty, Students, employees and agents.
8. To the extent permitted by law, the School shall be responsible for the negligent acts or omissions of its employees in connection with this Agreement. MFNC shall be responsible for the negligent or intentional acts or omissions of its agents or employees in connection with this Agreement. Nothing shall be deemed an express or implied waiver of the sovereign immunity of the State of Georgia, or an express or implied indemnity agreement.

- 15. This Agreement contains the entire understanding of the parties and shall not be altered, amended, or modified, except by an agreement in writing executed by the duly authorized officials of both parties.
- 16. MFNC hereby agrees with the School that, in its educational practices, it will not discriminate against any person because of age, race, color, creed, sex, disability or national origin.
- 17. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The parties agree that a facsimile or electronic signature may substitute for and have the same effect as the original signature

IN WITNESS WHEREOF, and in agreement hereto, the parties hereto have caused this Agreement to be executed by their respective authorized officers as of the day, month and year as stated in the first paragraph of this Agreement.

GEORGIA STATE UNIVERSITY

By: Risa Palm

Name Printed: Risa Palm

Title: SVP for Academic Affairs + Provost

Date Signed: 14 June, 2019

MEDICAL FACILITIES OF NORTH CAROLINA, INC.

By: Novel Martin
DocuSigned by:

C. Novel Martin III, Chief Financial Officer

6/24/2019

Date Signed: _____