

## AFFILIATION AGREEMENT

This Affiliation Agreement (this "Agreement") is made this 22<sup>nd</sup> day of JANUARY 2020, between St. Francis Health, LLC d/b/a St. Francis Hospital ("Hospital"), and Board of Regents of the University System of Georgia by and on behalf of Georgia State University, hereinafter referred to as "University" ("School").

### RECITALS

WHEREAS, Hospital operates a hospital providing a broad range of health care services for members of the community served by Hospital and other persons who require such services; and

WHEREAS, School conducts educational programs (collectively, the "Program") for training of individuals to practice in the discipline(s) described on Exhibit A attached hereto and incorporated herein by reference (collectively, the "Discipline") and, as part of the formal course of study in the Program, desires to assign students at the School who are enrolled in the Program to sites at which Hospital provides health care services as designated by Hospital from time to time (the "Clinical Sites"); and

WHEREAS, the Hospital recognizes the need for clinical experiences in the training of current and future practitioners of the Discipline and agrees to make available certain personnel, staff, and facilities for the Students training in the Discipline to receive clinical experiences at the Clinical Sites.

NOW THEREFORE, in consideration of the above recitals, the terms and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for their mutual reliance, the parties hereto agree as follows:

#### I. RESPONSIBILITIES OF THE HOSPITAL

A. General. Hospital agrees to accept students from the Program for the purposes of allowing the Students to further their training and experience. For purposes of this Agreement, a "Student" is a student in the Program who is assigned to a Clinical Site and accepted into a rotation by Hospital. Subject to the terms of this Agreement, as reasonably requested from time to time by School, Hospital will reasonably cooperate with the School in provision of a planned program of clinical experience for Students at the Clinical Sites.

B. Student Rotations. Subject to the terms herein and the availability of appropriate resources at the Clinical Sites as determined by Hospital, Hospital agrees to provide Students with clinical rotations of such duration as agreed by Hospital, portions of which may be spent among several of the Clinical Sites as determined by Hospital, if applicable.

C. Participation. Hospital agrees to permit each Student to participate as appropriate in the provision of service to patients during such Student's assigned rotation; provided, however, School

shall require that no Students provide or attempt to provide any services directly to patients without the supervision of the personnel and staff at the Clinical Sites. For the purposes of this Agreement, participation may include observation and/or the provision of health care under the supervision of appropriate Clinical Site personnel and staff consistent with the Student's level of training and in accordance with applicable law. In no event shall this Agreement be interpreted to require that Hospital allow a Student to participate in provision of care and School acknowledges and agrees that the Hospital retains sole authority to determine the level and scope of participation by each Student.

D. Policies. School acknowledges and agrees that Hospital has advised School of certain bylaws, rules, regulations, policies and procedures that relate to the activities of the Students under this Agreement (as modified and in effect from time to time, the "Rules"). Prior to any assignment of a Student to a Clinical Site, School shall educate each such Student regarding the requirements of such Rules and School will require all Students to comply with such Rules. The parties acknowledge and agree that, to the extent School and/or any Student is given access to Rules and/or any other information relating to the Hospital, including, without limitation, any business plans, operating procedures or similar confidential information ("Confidential Materials"), unless otherwise agreed in writing by Hospital, such access will be granted only on hospital premises, that no copies will be made or retained by School or Student, and that such Confidential Materials shall be deemed confidential and maintained as confidential by both School and Student. Nothing herein shall be interpreted as a waiver of the confidentiality of such Confidential Materials nor as a waiver of any applicable privilege which may apply to any such Confidential Materials.

E. Evaluation. As reasonably requested by School, Hospital agrees to cooperate in evaluating the performance of each Student at the termination of such Student's rotation, or upon a schedule mutually agreed to by the parties.

F. Student Behavior / Termination. In the event Hospital determines that any Student assigned to a Clinical Site has engaged or is engaging in inappropriate behavior, or if Hospital determines a Student's performance while on the rotation at any Clinical Site is unsatisfactory, Hospital may notify School and/or School Liaison to request that the situation be addressed. School agrees to work with Hospital and with the Student to attempt to remedy and / or correct the problem with the Student. Notwithstanding the foregoing, in the event that Hospital determines, in its sole discretion, that immediate termination of a Student is appropriate, Hospital may immediately terminate the assignment of any Student. Hospital's right to terminate a Student shall include, but not be limited to, the right to terminate for inappropriate behavior, poor clinical performance, unacceptable attendance or other cause deemed appropriate by Hospital.

## II. RESPONSIBILITIES OF SCHOOL

A. General. School shall retain full responsibility for the planning, implementation, and execution of the Program, including programming, administration, curriculum, content, grading,

and requirements for matriculation, promotion and graduation. School's recommended placement of a Student in a rotation at a Clinical Site shall be subject to the final approval of Hospital.

B. Liaison / Staffing. The School shall designate one of its employees to serve as the liaison between Hospital and School (the "School Liaison"). The School Liaison shall serve as the liaison between School and Hospital, and shall coordinate the clinical and academic experience of the Students, subject to the approval of Hospital, and assist the Clinical Sites as necessary to operate an effective clinical program. The School Liaison shall work and cooperate with designated staff at the Clinical Sites to coordinate Student activities and training. School shall recommend objectives of the fieldwork experience and shall provide those objectives to Hospital. School shall provide supervisors at the Clinical Sites with forms for evaluation of student performance. If requested by Hospital, the School Liaison shall make periodic visits to the Clinical Sites for the purpose of discussing the clinical experience of Students in the Program and to give advice and make recommendations regarding the supervision, training, and clinical experience of the Students, provided, however, Hospital shall at all times maintain authority for operations at its facilities.

C. Assignment of Students. School shall, upon mutual agreement of the parties, provide to Hospital not less than one (1) month prior to the commencement of each Student's rotation: (i) the name of each Student and a proposed schedule of assignment to the Clinical Sites; (ii) the expected level of experience to which School proposes each Student will be assigned; (iii) the expected learning objectives of each Student; (iv) a summary of each Student's education and clinical experience and field work; (v) a background check of the Student that is no more than one (1) year old; and (vi) such other information as Hospital may reasonably request. The period of assignment will be subject to the agreement of the Hospital, during which period such Student may be allocated among the Clinical Sites. School shall assign no more than one (1) Student, in the aggregate, to the Clinical Sites at any one time, unless the parties mutually agree otherwise. Scheduling, the level of expected experience and the degree of complexity of the activities assigned to each Student shall be subject to the approval of Hospital. School will notify Hospital of any Student absences.

D. Qualifications of Students. Only those students who meet the academic and other qualifications for the clinical program shall be eligible for a rotation with the Hospital. Hospital reserves the right not to accept a Student for participation in this Program based on the results of the Student's background check. School shall ensure that all Students assigned are of appropriate physical fitness to conduct the activities contemplated hereunder and have obtained all appropriate immunizations as may be required by the Hospital. School shall advise each Student assigned to a rotation hereunder to: (i) comply with the Rules, policies, procedures and requirements of the Hospital; (ii) maintain a current acceptable physical examination report and immunization record; (iii) maintain a current TB skin test documenting a negative test for TB; (iv) maintain a current Hepatitis B immunization record or a signed waiver, if permitted by Hospital; and (v) maintain such other immunizations and comply with such standards as Hospital may establish from time to time. School acknowledges and agrees that Hospital will require copies of all immunization records and other related information prior to accepting any Student for a rotation under this Agreement, and may require that such Students undergo an appropriate criminal background check

and/or drug screening(s) as a condition to participation in the Program. To the extent that Hospital, in its sole discretion, requires any such information, School shall require Students to provide all information regarding immunizations, criminal background checks, drug screening results and other information as Hospital may require prior to each Student's commencement of an assignment pursuant to this Agreement.

E. Policies. School, its employees, agents, and faculty, shall comply and shall require all Students to comply with the bylaws, Rules and regulations, policies and procedures of Hospital and any and all rules, regulations, policies and procedures of any Clinical Site. School, its employees, agents, and faculty will further comply with all accreditation standards applicable to the Hospital and will not engage or participate in any act or omission that would result in any violation of law or any accreditation standard applicable to Hospital. Students must dress appropriately when assigned to any Clinical Site. The School will provide appropriate orientation to all students prior to assignment to any Clinical Site and will provide an appropriate student identification badge to be worn at all times while a Student is present at a Clinical Site, provided, the Hospital may require the Students to wear other badges. Upon introduction to a patient at the Hospital, Students shall identify themselves as Students in the Program.

F. Insurance. During the term of this Agreement and thereafter, the School shall provide and maintain on a continuing basis professional liability coverage on each Student in the Program, or shall require and ensure that each Student in the Program maintains on a continuing basis professional liability coverage with minimum limits of \$1,000,000 per occurrence (or such higher amounts as Hospital may require by notice to School) and annual aggregate limits not less than three (3) times the per occurrence limit to cover and protect itself and its agents, students, faculty and employees against losses, claims, damages and liability for acts and omissions arising out of or relating to activities pursuant to this Agreement. The foregoing coverage requirements may be satisfied through an appropriate policy of insurance or through the School's participation in an appropriate self-insurance fund of the state in which School is located. If such coverage is "claims made" insurance coverage, then School shall provide for appropriate extended reporting or "tail" coverage such that claims made after the end of each Student's participation in the Program shall be covered for the applicable period of the statute of limitations for medical malpractice claims in the state in which the Hospital is located. Prior to accepting any Student for a rotation under this Agreement, the School agrees to provide (or to require Students to provide) appropriate evidence of such coverage to the Hospital. The School shall also provide and maintain or shall require each Student to carry and maintain health insurance, and the Hospital will be entitled to bill the Student and such insurers for any care rendered to a Student.

G. Dismissal of Students. The School acknowledges and agrees that Hospital may dismiss Students from the Clinical Sites and terminate any Student's rotational assignment at any time for inappropriate behavior, poor clinical performance, unacceptable attendance, or other cause deemed appropriate by Hospital if, in the sole discretion of Hospital, such dismissal is warranted. In the event a Student is dismissed from one Clinical Site, such Student shall not thereafter be assigned to another Clinical Site.

H. Student Supervision. School agrees that Students must be supervised when rendering care or performing services under this Agreement. The School and the School Liaison will supervise Students and their performance subject to the terms of this Agreement providing Hospital and individuals at the Clinical Sites authority to direct and supervise Students. School shall notify Students of all applicable supervision requirements prior to commencement of a Student's rotation and shall notify Students that in no event are Students permitted to provide care or services without direct supervision and observation by appropriate clinical staff of the Hospital and that it is such Student's responsibility to ensure that consent of the patient has been obtained prior to their active participation in the delivery of care. Hospital shall at all times maintain authority for its operations. In no event shall the School or any Student interfere with or adversely affect the operations of the Hospital or a Clinical Site or the performance of services by Hospital or at a Clinical Site.

I. Protected Health Information. The School, its employees, agents, and faculty, shall maintain and shall require all Students to maintain the confidentiality of all patient records and data, including, without limitation, individually identifiable health information (the "Protected Health Information") and obtain appropriate authorization prior to any disclosure of such records and data. All title to medical records, charts, and patient files and data shall be and remain the sole property of Hospital. Notwithstanding any provision herein to the contrary, the School acknowledges and agrees that neither it, nor its faculty, staff or Students shall receive access to any patient information beyond that minimum amount of information necessary to accomplish the intended purpose of this Agreement. The School agrees that the Protected Health Information shall only be used by the School and its employees, agents, faculty and Students for the purposes of training Students and shall not be used by the School for marketing, or any other purposes whatsoever, and shall only be disclosed in accordance with the terms hereof. Notwithstanding anything herein to the contrary, Hospital shall require all Students and any employee, agent or faculty member of School who participate in the Program to be trained on and comply with the privacy requirements of the federal Health Insurance Portability and Accountability Act ("HIPAA") and its various implementing regulations, as they may be amended from time to time, in the same manner as all "workforce" of Hospital as that term is defined by HIPAA and its implementing regulation. The parties agree and acknowledge that neither School nor Students are business associates of Hospital. In the event of any new legislation or amendment which requires the School or Students to be deemed to be business associates of Hospital, then upon request of Hospital, School agrees to execute amendments to this Agreement as reasonably requested by Hospital to reflect compliance with such laws.

J. The School shall notify all Students of their obligations pursuant to Section II.I hereof prior to the commencement of any Student's rotation, and upon request of the Hospital, shall require all such Students to execute an agreement acknowledging their obligations hereunder and/or a confidentiality agreement in such form as required by Hospital. In the event that Hospital requires any such acknowledgement or agreement by a Student, the Hospital may exclude or dismiss any Student where the required acknowledgement or agreement is not received by Hospital within the time period established by Hospital.

K. Notification. The School shall notify the Hospital of any changes in faculty, curriculum, Student status, or policies that may affect the Program.

L. Transportation: School acknowledges and agrees that Students shall be responsible for their own transportation to and from any and all Clinical Sites.

### III. CORPORATE COMPLIANCE PROGRAM

School acknowledges that Hospital has adopted or may adopt a formal corporate compliance program (the "Compliance Program") designed to ensure that Hospital and its employees, contractors, and other parties conducting activities on the campus of the Hospital comply with applicable federal and state laws including, but not limited to, federal and state health care fraud and abuse laws. School agrees to comply and to require that its Students comply with the requirements of the Compliance Program as in effect from time to time. School acknowledges and agrees that neither School nor any Student shall be permitted to bill for or collect payments from Medicare, Medicaid, any third party health care reimbursement program, or any patient for any services provided by Students in connection with this Agreement.

### IV. GENERAL PROVISIONS

A. Patient Care. The parties agree that Hospital and its employees and agents have independent discretion to make professional judgments relating to the delivery of health care services and that School shall neither have nor exercise control or direction over the manner in which Hospital and its employees and agents deliver health care services to its patients.

B. Term and Termination. This Agreement shall commence on the date first set forth above and shall continue in effect until terminated. Either party may terminate this Agreement for any reason, with or without cause, upon thirty (30) calendar days written notice. Notwithstanding the foregoing, the Hospital may terminate this Agreement at any time upon notice to the School following a breach of Section II.F, Section II.I and/or II.J hereof. Unless otherwise agreed by the parties, in the event this Agreement is terminated, Students assigned to a Clinical Site who commence their rotational assignment prior to the termination of this Agreement shall be permitted to complete their rotations pursuant to the terms and conditions of this Agreement, except as otherwise provided hereunder. To the extent any Students continue any such rotation, all terms and conditions of this Agreement shall continue to apply during the rotation.

C. Status of the Parties. The parties agree that no student or faculty member participating in the Program, or any other agent or employee of School shall be considered an employee, agent, contractor, or representative of the Hospital for any purpose including, but not limited to workers compensation, employee benefits and taxes, salary, and professional liability. The parties expressly understand and agree that this Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association among the parties, or between any student and the Hospital, but is rather an agreement by and among independent parties. The School shall not represent to any Student that their assignment to a

Clinical Site or participation in a rotation under this Agreement will result in any future employment with Hospital or at a Clinical Site.

D. Non-Liability. School agrees that Hospital shall not be responsible for any act or omission of School, its employees, agents and/or students. Hospital agrees that School shall not be responsible for any act or omission of Hospital, its employees and/or agents.

E. No Discrimination. The parties agree that neither shall discriminate on the basis of race, color, religion, sex, age, or national origin with regard to patients or the Students who are covered by this Agreement.

F. Assignment. This Agreement shall not be assigned, subcontracted or transferred by School without the written approval of the Hospital.

G. Notices. Any notice or other communication required by this Agreement shall be in writing and shall be deemed given if hand delivered, sent via overnight courier by national reputable overnight courier, such as Federal Express, or sent postage prepaid by a certified or registered mail, return receipt requested, and addressed as follows in the case of notice to Hospital, or to the address set forth below the signature of the School in the case of notice to School:

If to the Hospital:

**St Francis Staff Development**  
**2122 Manchester Expressway**  
**Columbus, GA 31904**  
Attention: Director of Education

If to School:

Kelli Nowvickie  
Dean's Office Administrator  
Byrdine F. Lewis College of Nursing & Health Professions  
Georgia State University  
PO Box 3995, Atlanta, GA 30302-3995

or to such other addresses or persons as may be furnished from time to time in writing by one party to the other party. The notice shall be effective on the date of delivery if delivered by hand, the date of delivery if sent via overnight mail, or the date indicated on the return receipt whether or not such notice is accepted by the addressee. If School fails to complete the address in the area indicated below its signature, notice may be sent by Hospital to any address associated with School.

H. Entire Agreement. This Agreement contains all the terms and conditions agreed upon by the parties regarding the subject matter of the Agreement and supersedes any prior agreements, releases, or stipulations, oral or written, and all other communications between the parties relating to such subject matter. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall give the terms their regular

meaning and shall not apply a presumption that the terms hereof shall be more strictly construed against one party.

I. Severability. If any provision of the Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, the validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

J. No Third Party Beneficiaries. This Agreement is solely between and for the benefit of School and Hospital, and this Agreement is in no way intended to confer any rights, benefits or obligations to or on any third party. This Agreement does not serve to alter, amend, modify or increase the applicable standard of care for the services provided under or contemplated by this Agreement.

K. Waiver. Any waiver of any provision hereof shall not be effective unless expressly made in writing and executed by the party to be charged. The failure of any party to insist on performance of any term or condition of this Agreement shall not be construed as a waiver or relinquishment of any rights granted hereunder or of the further performance of any such term, covenant or condition, and the obligations of the parties with respect thereto shall continue in full force and effect. This Agreement may be amended only by written agreement of authorized officers of the parties.

L. Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. A telecopy, facsimile, scanned copy (for example, in pdf or jpeg format) or other similar reproduction of a signature of this Agreement shall have the same effect as an original for all purposes.

*[Signatures on following page]*



IN WITNESS WHEREOF, the parties hereto have signed this Agreement effective as of the date set forth above.

HOSPITAL: St. Francis Health, LLC d/b/a St. Francis Hospital

By: Jerry Dooley

Title: Interim CEO

Date: Jan 23, 2020

SCHOOL: Board of Regents of the University System of Georgia by and on behalf of Georgia State University, hereinafter referred to as "University."

By: Wendy F. Hensel

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

Date: 14 January, 2020

Address for Notice:

Georgia State University  
Byrdine F. Lewis College of Nursing  
& Health Professions  
Kelli Nowviskie  
Dean's Office Administrator  
140 Decatur Street  
Atlanta, Georgia 30303  
Telephone: (404) 413-1100  
Fax: (404) 413-1090



EXHIBIT A  
[LIST OF PROGRAMS AND DISCIPLINES]

Bachelor of Science in Nursing  
Master of Science in Nursing  
Doctor of Nursing Program  
Doctor of Philosophy Program