



CLINICAL EDUCATION AFFILIATION AGREEMENT

This Clinical Education Affiliation Agreement (“Agreement”) is entered into as May 3, 2021, by and between Sharp HealthCare, a California nonprofit public benefit corporation (“Sharp”) and Board of Regents of the University System of Georgia By and on Behalf of Georgia State University (“School”). For the purposes of this Agreement, Sharp and School may be referred to individually as a “Party” and collectively as the “Parties.”

1. UNDERLYING FACTS/RECITALS

1.1 School operates the following program (“Program”) that is fully accredited by appropriate state, federal and/or regulatory agencies, as applicable.

- Occupational Therapy

1.2 School desires to improve its Programs by providing the opportunity for students in the Program (“Students”) to integrate academic theory with clinical application.

1.3 Sharp maintains clinical facilities (each a “Facility” and collectively the “Facilities”) that can be used to provide education, training and professional growth opportunities for the Students.

1.4 School and Sharp acknowledge a commitment to the public to contribute to health care education for the benefit of students and to meet community needs.

1.5 In consideration of the foregoing recitals and the mutual promises set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sharp and School agree as follows.

2. TERM AND TERMINATION

2.1 **Term.** The term of this Agreement shall commence on April 1, 2021 and expire on March 31, 2022, unless terminated earlier as set forth below. Termination of this Agreement shall not relieve a Party of any obligation to another Party with respect to actions or omissions occurring prior to termination. When reasonably feasible, Sharp shall accommodate the completion of a Student’s current rotation experience, provided a Sharp Designee is willing and able to continue supervising the Student’s activities.

2.2 **Termination for Convenience.** Any Party may terminate this Agreement for convenience and without cause or reason by providing at least thirty (30) days’ prior written notice of termination to the other Parties, with termination effective as of the date set forth in the notice of termination.

2.3 **Termination for Breach.** A Party (the “Nonbreaching Party”) shall have the right to terminate this Agreement upon delivery of written notice of termination to the other Parties upon the occurrence of any of the following events with respect to another Party (the “Breaching Party”):

(a) material breach of this Agreement by the Breaching Party, where such breach remains uncured for a period of fifteen (15) days after the Nonbreaching Party delivers written notice of such breach to the Breaching Party;

(b) commencement of proceedings, voluntary or involuntary, for the winding up and dissolution of the Breaching Party, the appointment of a receiver for the assets of the Breaching Party, the

assignment by the Breaching Party of its assets for the benefit of creditors, or any action or relief taken or suffered by the Breaching Party under any bankruptcy or insolvency laws;

(c) imposition of sanctions or restrictions on the Breaching Party's eligibility to participate as a product or service provider under a "Federal health care program" (as defined at 42 U.S.C. § 1320a-7b(f)), including Medicare, Medicaid, or TRICARE;

(d) the Breaching Party's failure to comply with the insurance requirements of this Agreement;

(e) the Breaching Party's engagement in dishonest or fraudulent conduct or behavior or otherwise acting in a manner inimical to the best interests of Nonbreaching Party;

(f) the Breaching Party's conviction of a felony or any crime involving moral turpitude or commission of any act that would discredit or damage the reputation of the Nonbreaching Party;

(g) the Breaching Party's willful breach of this Agreement or habitual neglect in the performance of the Breaching Party's obligations under this Agreement;

(h) the Breaching Party's repeated or intentional violation of applicable rules, policies, procedures or protocols of the Nonbreaching Party;

(i) the Breaching Party's material violation of HIPAA or the confidentiality provisions of this Agreement with respect to the Nonbreaching Party's Proprietary Information; or

(j) the Breaching Party's actual or attempted assignment of this Agreement in violation of the restrictions set forth in Section 11.8.

2.4 Termination Upon Change in Law. Notwithstanding anything to the contrary in this Agreement, if the performance by any Party of any term, covenant, condition or provision of this Agreement would (a) jeopardize Sharp's a Facility's or School's participation in any reimbursement or payment programs, (b) jeopardize Sharp's, a Facility's or School's status as a nonprofit, tax-exempt entity, (c) jeopardize the licensure of Sharp, a Facility, or School; (d) jeopardize Sharp's or a Facility's full accreditation by the Joint Commission or any other California or nationally-recognized accreditation organization, or (e) if for any reason such performance should be in violation of any statute, rule or regulation, or otherwise be deemed illegal by any recognized body, agency or association whose approval is necessary or customary to operate a health care system, health care facility or School, or to obtain payment for the provision of health care services in California, then the Parties shall use their best efforts to negotiate in good faith a mutually acceptable agreement as to such matters. If the Parties cannot so agree within thirty (30) days after commencing such negotiations, then any Party, without liability to the other for termination, may terminate this Agreement upon prior written notice to the other Parties. A Party may suspend the obligations of the Parties under this Agreement during the negotiation period if suspension is reasonably necessary to avoid the occurrence of any of the events described in (a) through (e), above.

3. OBLIGATIONS OF SCHOOL AND STUDENTS

3.1 Program Responsibility. School shall assume full responsibility for the planning and implementation of the Program. The educational goals and objectives of the Program shall be established in a manner consistent with the standards and requirements the School, applicable accrediting organizations, and state, federal and/or regulatory agencies. Such goals and objectives shall reflect School's commitment to providing quality education and training programs to Students, as well as quality health services to patients.

3.2 Schedule of Student Assignments. School shall notify Sharp, at a mutually convenient time, of its proposed schedule of Student assignments, including the names of the Students and the dates of their learning assignments and additional meetings as indicated, in order to coordinate/evaluate the learning experience.

(a) All such matters shall be subject to Sharp's prior approval.

a. **School Coordinator.** School shall designate a faculty member as a coordinator ("Coordinator") to arrange the scheduling of educational experiences cooperatively with Students and Sharp. School shall promptly notify Sharp if the identity of the Coordinator changes for any reason.

b. **Student Qualifications and Credentialing Requirements.** School shall ensure the Students have completed the necessary didactic portion of their academic curriculum to prepare them for their learning experience at Sharp and are in good academic standing. School is responsible for notifying students that Sharp requires them to have completed all preliminary requirements prior to their educational experience at Sharp. Preliminary requirements include, but are not limited to, background checks, compliance training, HIPAA education, and other regulatory requirements, including satisfaction of the requirements set forth in **Attachment A**, which is attached to this Agreement and incorporated by this reference.

c. **Evaluation Forms.** School agrees to provide Sharp with required Student evaluation forms.

d. **Quality of Care and Compliance Obligations.** School shall inform Students that they are responsible for the quality of patient care they perform. Students are also responsible for complying with Sharp's policies and procedures, as well as regulatory, state and federal requirements, as applicable.

e. **Transportation.** Students shall be responsible for arranging their own transportation.

f. **Student Health Care and Health Insurance.** Students shall be responsible for their own health care, including obtaining immunizations, tuberculin tests and medical examinations. Students must maintain their own health insurance coverage, and shall provide evidence of such coverage to Sharp prior to commencing their participation in the Program at a Facility. Subject to the foregoing, Sharp shall provide emergency care to students in accordance with Section 4.7.

g. **Blood-Borne Pathogens.** School shall educate Students in accordance with OSHA's blood-borne pathogens standards before initiating the learning experience. A three shot series for Hepatitis-B plus titer is strongly recommended if the Student is assigned to a patient care area. If the Student refuses, a declination shall be signed by the Student.

h. **CPR.** School will notify Students that Sharp requires that they maintain current certification/competency in Basic Life Support (also referred to as Cardiopulmonary Resuscitation – "CPR") throughout their participation in the learning experience at Sharp. Students' CPR certification requirements shall be the same as the requirements applicable to Sharp employees at the unit/department/clinic to which the Students are assigned. Students are required to maintain documentation of current CPR certification while at Sharp, and each Student agrees that he/she may be periodically audited to ensure his/her documentation is current. Students who are unable to provide documentation or who are unwilling to allow verification of current CPR certification shall not be permitted to participate in the learning experience at a Sharp Facility until they do so.

i. **Code of Conduct.** To ensure compliance with Sharp's compliance program, policies and procedures and the requirements of Federal health care programs, including Medicare and Medi-Cal, School affirms that its personnel who will be on site, if any, and students have received, the Sharp's Code of

Conduct for Employees, Affiliated Physicians, Volunteers and Contractors (“Code of Conduct”). School shall notify each student who comes to Sharp for a learning experience that they are required by Sharps to successfully complete the education and compliance modules provided by Sharp to School.

j. **Reporting Requirements.** School and its personnel and students have been informed of the reporting procedures applicable to potential violations of federal law, California law, Sharp’s compliance program, and the Code of Conduct, and School understands that not only must Students comply with federal law, California law, Sharp’s compliance program, and Sharp’s Code of Conduct, but that students also must report any potential violations discovered, witnessed, suspected or learned, as provided for in those materials and laws. School understands that committing a violation or failing to report a potential violation as related to the Sharp compliance program may result in termination of this Agreement.

k. **Sanctions Screening.** School understands that Sharp will make reasonable inquiry into the prior conduct and sanctions imposed on School and School’s Students, including, but not limited to, review of the General Services Administration’s list of parties excluded from federal programs and the Department of Health and Human Services (DHHS)/Office of Inspector General (OIG) cumulative sanction report.

(b) OBLIGATIONS OF SHARP

a. **Number and Acceptance of Students.** The number and assignment of Students will be mutually determined by the designated Sharp specialist/education contact (“Sharp Designee”). Notwithstanding the foregoing or anything to the contrary in this Agreement, Sharp is not required to accept any Student.

b. **Management Responsibility.** To the extent required by Title 22, California Code of Regulations, Section 70713, Sharp retains professional and administrative responsibility for the services rendered to Sharp and/or its patients by Students, as well as responsibility for ensuring that such services are furnished in a safe and effective manner by persons meeting all qualifications for the provision of such services as set forth under applicable federal, state (as used in this Agreement, state includes California and any other appropriate state of the United States having jurisdiction over the subjects of this Agreement) and local laws and regulations. Notwithstanding the foregoing, nothing herein is intended to relieve Sharp, School or Students from liability for any negligent acts or omissions or intentional misconduct in performance this Agreement. Moreover, Sharp’s retention of these responsibilities will not alter or modify, in any way, the Party responsibility, insurance or independent contractor provisions set forth in this Agreement. All services rendered by Students for Sharp shall be supervised, coordinated, and evaluated by the Sharp Designee.

c. **Sharp Policies.** Sharp shall make available to School and Students copies of the rules, regulations, policies and procedures of Sharp to which the Students must adhere. Sharp shall advise School of any changes in Sharp’s rules, regulations, policies, and procedures which may impact on the Students’ learning experience.

d. **Inspection of Premises.** Sharp shall permit, upon reasonable notice and accompanied by the Sharp Designee, the inspection of Sharp Facilities by the representative of the agency charged with the responsibility of accrediting School’s health education programs.

e. **Learning Resources.** Sharp agrees to provide Students, whenever possible, with the use of library resources, reference materials and other specialized learning experiences.

f. **Termination of Student Participation.** Sharp reserves the right to terminate any Student’s participation in the Program at a Sharp Facility, if, in Sharp’s sole, unfettered opinion, the Student is not an acceptable participant. Further, Sharp shall have the right to immediately remove any Student who

endangers patient health, safety and welfare or disrupts the operations of the Facility such that the Student presents an Unjustifiable Risk of Harm to patients, staff or visitors. For purposes of this Agreement, an “Unjustifiable Risk of Harm” shall mean behavior by a Student that places undue risk of damage, injury or death to patients or Facility personnel or property, as determined by Sharp in its sole and absolute discretion. Sharp shall provide School written notice of termination of any Student’s participation in the learning component of the Program.

g. **Emergency Medical Treatment.** Sharp shall provide necessary emergency medical treatment to Students. It is agreed and understood that the Students, and not Sharp, shall be responsible for any and all charges associated with emergency medical treatment, and School shall notify Students of this requirement and their responsibility in this regard.

h. **Student Privacy.** Sharp shall comply with student privacy laws (e.g., FERPA) to the extent applicable to Sharp.

(c) **INSURANCE**

a. **School and Student Professional Liability Insurance.** School shall notify Students that as a condition of participation in a learning experience at a Sharp Facility, Students must show proof of professional liability insurance as determined by Sharp. When requested by Sharp, School agrees to verify that each Student assigned to Sharp has professional liability insurance covering the Students’ activities while in the clinical programs, which shall remain in full force and effect throughout each Student’s learning experience. Insurance coverage shall be for not less than \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate. If such insurance coverage is on a “claims made basis,” on the termination of this Agreement or upon termination of the Student’s learning experience with Sharp under this Agreement, the Student, shall (a) purchase full “tail” insurance to cover the Student’s activities during the Student’s education experience at Sharp’s Facilities or (b) maintain ongoing, continuous “claims made” insurance coverage with full prior acts coverage. Proof of insurance or Certificates of Insurance, in a form acceptable to Sharp, shall be provided prior to the start of each Student’s learning experience. School shall inform Students that Sharp requires them to make every effort to provide Sharp written notices of termination, expiration, suspension or material modification in any insurance coverage required under this Agreement at least 30 days prior to the effective date of said event. It should be expressly understood, however, that the coverages and limits required herein shall not in any way limit the liability of School or Student.

b. **Sharp Insurance.** Sharp, at its sole cost and expense, shall insure its activities in connection with this Agreement and obtain, keep in force and maintain the following insurance: (a) professional liability insurance with limits of at least \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate; and (b) commercial general liability insurance with limits of at least \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate.

c. **Disclaimer of Insurance Obligation.** Sharp shall assume no responsibility for obtaining or maintaining general or professional liability insurance, workers’ compensation insurance, or any other form of insurance for School or School’s Students. School shall provide proof of workers’ compensation coverage for its faculty members if the faculty member will conduct any official School business on site at Sharp or any Sharp Facility.

(d) **PARTY RESPONSIBILITY**

a. **Party Responsibility.** Each Party shall be responsible for any negligent or intentionally wrongful acts or omissions by or through itself or its agents, employees, or contracted servants, and each Party further agrees to defend itself and themselves against and pay any judgments and costs arising out of such negligent or intentionally wrongful acts or omissions, and nothing in this Agreement shall impute or

transfer any such responsibility from one Party to the other Party. For the avoidance of doubt, and to the fullest extent permitted by applicable law, as between School and Sharp, School (not Sharp) shall be responsible for all claims and liabilities resulting from (a) any injury suffered by a Student or instructor while he or she is on Sharp's property in connection with this Agreement, unless such injury results from Sharp's gross negligence or intentional misconduct; (b) any loss, damage, or injury to a third party caused by or resulting from a Student's negligent or intentionally wrongful acts or omissions; or (c) any claims (including workers' compensation claims) and resulting liabilities with respect to injuries or illnesses suffered by a Student, whether the injury or illness occurs at a Sharp Facility or otherwise, to the extent such illness or injury is alleged to have occurred during or as a result of the Student's participation in the Program. Further, School shall be solely responsible for any claims (including workers' compensation claims) and resulting liabilities with respect to injuries or illnesses suffered by School's current or former employees, whether the injury or illness occurs at a Sharp Facility or otherwise, to the extent such injury or illness is alleged to have occurred during or as a result of the employees' or Students' participation in the Program.

b. **Limitations of Liability.** Subject to the foregoing, in no event shall either Party be liable to the other under any provision of this Agreement for any consequential, special, or commercial damages, whether in contract or tort, and including, but not limited to, loss of use, loss of data or information, however caused, lost profits, or failure of any licensed program to perform in any way.

c. **Survival.** The provisions of this Section 6 shall survive the expiration or termination of the Agreement.

(e) HIPAA COMPLIANCE

School recognizes that the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (collectively, "HIPAA") apply to Sharp, the Facilities, and the Students. As trainees, the Students shall be considered members of Sharp's "workforce" (as that term is defined by HIPAA), when applicable, and shall be subject to Sharp's policies and procedures regarding the confidentiality of medical information and HIPAA compliance to the same extent as Sharp's employees. Sharp shall provide the Students substantially the same HIPAA training as it provides to its employees. School shall instruct its personnel and Students that it is a breach of ethics and contrary to law to divulge information about individuals being treated at Sharp, including their names and/or the nature of their illness, treatment, or condition, to any person not directly involved with the provision of health care related services to such individual. School shall further instruct its personnel and Students that health care information and documents, including, but not limited to, medical records of the Sharp Facilities at which School's Students are assigned, are considered strictly confidential. To ensure compliance with Sharp's requirements under HIPAA and similar state law, School shall provide its Students assigned to a Sharp Facility and this Agreement the HIPAA and patient confidentiality materials provided by Sharp prior to their educational experience at Sharp. School shall inform Students and personnel that "protected health information" may not be removed from Sharp's premises, whether physically or electronically, and that access of and use of protected health information by Students is strictly limited to patient care related tasks and matters subject to this Agreement. School shall not require students to take any action that would violate the promises in this section or elsewhere in this Agreement, including, but not limited to, copying of protected health information for School assignments. School shall inform Program students that all proposed publications written by students, based on information/data/learning experience obtained at Sharp, shall not contain any protected health information as that term is defined under HIPAA.

(f) PROPRIETARY INFORMATION

a. **Definition of Proprietary Information.** For the purposes of this Agreement, "Proprietary Information" shall be broadly defined to mean and include all proprietary information of a Party (the

“Disclosing Party”), oral or written, that is disclosed by the Disclosing Party to the other party (the “Receiving Party”) under this Agreement and that a reasonable person would consider to be confidential or proprietary under the circumstances, whether or not such information is marked or designated as confidential, including, without limitation, patient information and lists, medical information, referral information, physician and medical staff information, financial information, sales and purchasing information, pro formas, business reports, forecasts, budgets, agreements, business plans, strategies, forecasts, projections, corporate documents and files, policies, procedures, and protocols, payment arrangements, fee schedules, vendor and supplier lists, identities, characteristics, and agreements, utilization management and quality improvement data, outcomes tracking information, trade secrets, inventions, discoveries, improvements, research and development test results, works of authorship, computer software (including data, related documentation, source code and object code), confidential information obtained from third parties, any information of commercial value or other utility in the business in which the Disclosing Party engages or in which it contemplates engaging, any information from a negative know-how viewpoint, as well as any agreements, forms, documents, data, reports, interpretations, forecasts or records generated, compiled or prepared by a Party, alone or in conjunction with or on behalf of another Party, which contain, reflect or are derived from any of the preceding. Proprietary Information also includes all information the unauthorized disclosure of which could be detrimental to the interests of the Disclosing Party, whether or not such information is identified as Proprietary Information by the Disclosing Party. Proprietary Information shall not include information that (i) is or becomes a part of the public domain through no act or omission of the Receiving Party in violation of this Agreement, (ii) was in the Receiving Party’s lawful possession prior to the disclosure and had not been obtained under an obligation of confidentiality by the Receiving Party, either directly or indirectly from the Disclosing Party, (iii) is lawfully disclosed to the Receiving Party by a third party that is not bound by a duty of nondisclosure, or (iv) is independently developed by the Receiving Party without use of the Proprietary Information, as confirmed by contemporaneous documentary evidence.

b. **Use and Disclosure.** As a condition to the Receiving Party’s having access to the Proprietary Information of the Disclosing Party, the Receiving Party shall (i) hold the Proprietary Information in confidence; (ii) take all necessary precautions to protect the Proprietary Information from impermissible use and disclosure (including, without limitation, all precautions the Receiving Party employs to protect its own confidential and proprietary information and materials); (iii) limit access to Proprietary Information to the Receiving Party’s employees and agents who reasonably require access to the Proprietary Information to provide services and perform their obligations under this Agreement and who are obligated by written agreement or otherwise to maintain the confidentiality of the Proprietary Information; and (iv) not disclose any Proprietary Information to any third party other than the Receiving Party’s consultants and independent contractors who reasonably require access to the Proprietary Information to provide services for the Receiving Party and who are subject to obligations of confidentiality and restricted use at least as protective as those set forth in this Agreement. Proprietary Information shall not be copied or reproduced without the written consent of the Disclosing Party, except for such copies as may be reasonably required in connection with the provision of services under this Agreement. The Receiving Party shall advise the Disclosing Party in writing of any misappropriation, misuse or unauthorized disclosure of the Disclosing Party’s Proprietary Information promptly after the Receiving Party becomes aware of such misappropriation, misuse or unauthorized disclosure.

c. **Ownership of Proprietary Information.** By providing the Receiving Party access to its Proprietary Information, the Disclosing Party is not waiving any confidentiality privilege or trade secret protection associated with such Proprietary Information, nor is the Disclosing Party granting or creating any license in favor of the Receiving Party to use the Proprietary Information other than as expressly set forth in this Agreement. The Receiving Party acknowledges and agrees the Disclosing Party retains the sole and exclusive right, title and interest in and to the Proprietary Information.

d. **Compelled Disclosure.** If the Receiving Party or anyone to whom the Receiving Party transmits Proprietary Information is required by applicable law, governmental order, subpoena or other legal process to disclose Proprietary Information to any court, tribunal, or third party, the Receiving Party shall (i) provide the Disclosing Party with prompt notice of such request so the Disclosing Party may seek an appropriate protective order or other appropriate remedy or waive the Receiving Party's obligation to comply with the provisions of this Agreement with respect to such requested Proprietary Information, and (ii) cooperate with the Disclosing Party in taking any reasonably available steps to resist or narrow such request or to obtain a court order or such other reliable assurance of confidentiality that the Disclosing Party may request. If, in the absence of a protective order or the receipt of a waiver under this Agreement, the Receiving Party is compelled to disclose Proprietary Information to a court, tribunal, or other third party or be liable for contempt or suffer other censure or penalty in the opinion of the Receiving Party's legal counsel, then the Receiving Party may disclose such Proprietary Information to the extent required by law without liability to the Disclosing Party under this Agreement.

e. **Return or Destruction of Proprietary Information.** All Proprietary Information in the possession or under the control of the Receiving Party will be returned to the Disclosing Party promptly upon the Disclosing Party's request. Alternatively, upon the prior written consent or request of the Disclosing Party, the Receiving Party shall destroy or cause to be destroyed all Proprietary Information in the Receiving Party's possession or control and shall certify in writing to the Disclosing Party that such destruction has occurred. If not returned or destroyed by the Receiving Party as a result of impossibility, impracticality, or otherwise (as may be the case with certain electronically stored Proprietary Information), the Proprietary Information will be retained by the Receiving Party subject to the terms of this Agreement until the Proprietary Information is returned or destroyed. Nothing in this Agreement shall require the Receiving Party to alter or deviate from its normal record retention policies, including, without limitation, the archiving of email, other electronic messages and attachments thereto, or the expunging from the Receiving Party's records internally generated files, references, notes, analyses, or memoranda related to the Receiving Party's arrangement with the Disclosing Party; provided, however, that all such Proprietary Information shall be retained on a confidential basis and shall be used and/or disclosed only as permitted by and subject to the restrictions of this Agreement.

f. **Remedies for Breach.** The Receiving Party understands and acknowledges (i) any disclosure, use or misappropriation of the Disclosing Party's Proprietary Information in violation of this Agreement may cause the Disclosing Party irreparable harm, (ii) the Disclosing Party's damages as a result of any such breach would be difficult or impossible to measure, and (iii) money damages would be an inadequate remedy for breach of this Agreement. The Disclosing Party will be entitled to specific performance and injunctive relief, both preliminary and final, as remedies for any such breach. Such remedies will not be deemed to be the exclusive remedies for the Receiving Party's breach of this Agreement, but will be in addition to all other remedies available to the Disclosing Party at law or in equity. The Receiving Party waives any requirement that the Disclosing Party post security or a bond in connection with obtaining any injunction or other equitable relief, and the Disclosing Party will not be required to establish that its remedy at law is inadequate.

(g) INDEPENDENT CONTRACTOR

The Parties to this Agreement are independent contractors in their relationship with one another. This Agreement does not establish a partnership, joint venture, or employer/employee relationship between the Parties, nor shall it be construed to do so in any manner. The sole interest of each Party is to ensure that the services under this Agreement are performed and rendered in a competent, efficient, and satisfactory manner. No Party shall have the right to control or direct the details, manner or means by which any other Party performs and accomplishes the services required under this Agreement, provided, however, that (a) School and Students shall comply with all policies and procedures of Sharp that are applicable and communicated to them, including Sharp's compliance program and Code of Conduct; (b) Sharp shall retain

the professional and administrative responsibility described in Section 4.2; and (c) School and Students shall comply with all applicable statutes, laws, rules, regulations and ordinances of all governmental authorities, including federal, state and local authorities, and other governmental bodies having jurisdiction over Sharp's Facilities, regulating the practice of medicine, or otherwise applicable to the services rendered under this Agreement, including, but not limited to, the rules and regulations of the Medical Board of California and the Occupational Safety and Health Administration, Medicare Conditions of Participation, and requirements of The Joint Commission. Each Party assumes full responsibility for its own compliance with insurance, labor, tax and all other laws applicable to its provision of services under this Agreement. Each Party shall obtain and maintain in good standing all necessary licenses, permits, approvals, authorizations and certifications required for the conduct of its business and the provision of services under this Agreement. School and Students shall not receive any type of compensation from Sharp under this Agreement and shall not have any claim under this Agreement or otherwise against Sharp for workers' compensation, unemployment compensation, sick leave, vacation pay, pension or retirement benefits, Social Security benefits, termination compensation, healthcare insurance, or any other employment-related benefits. This Agreement does not impose upon Sharp or School, any financial obligation of any kind not expressly stated in this Agreement.

(h) DISPUTE RESOLUTION

a. **Meet and Confer.** In the event of any dispute, claim, question, or disagreement arising out of, relating to, or in connection with this Agreement, whether involving a disagreement about meaning, interpretation, application, performance, breach, termination, enforceability, or validity, and whether based on statute, tort, contract, common law, or otherwise ("Dispute"), the Parties may exercise their best efforts to resolve the Dispute without resorting to court. To this end, the aggrieved Party shall provide written notice of the Dispute to the other Parties (the "Dispute Notice"), and the Parties shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable resolution of the Dispute that is satisfactory to the Parties in an expeditious, non-confrontational manner. If the Parties are unable to resolve their Dispute within thirty (30) days after delivery of the Dispute Notice (or such other period as may be mutually agreed upon by the Parties in writing), the Parties may litigate the dispute in court and shall not be compelled to proceed with arbitration except as required by law.

b. **Exceptions.** This section shall not apply to or cover claims for temporary protective or restraining orders or preliminary injunctions ("temporary equitable relief") in cases in which such temporary equitable relief would otherwise be authorized by law, including, but not limited to, claims for intellectual property violations or the use or unauthorized disclosure of Proprietary Information. Further, this section shall not prohibit the filing of a complaint in court to the extent necessary to comply with statute of limitations time requirements.

c. **Survival.** This Section 10 shall survive the expiration or termination of this Agreement.

(i) GENERAL PROVISIONS

a. **Notices.** All notices, consents, waivers, and other communications required or permitted under this Agreement shall be in writing and shall be deemed given to a Party: (a) when delivered to the appropriate address by hand; (b) on the first business day after being sent by a nationally recognized overnight courier service (costs prepaid); or (c) three (3) business days after deposit if sent by certified mail, postage prepaid, return receipt requested, whether received or rejected by the addressee, in each case to the addresses and marked to the attention of the person (by name or title) designated below (or to such other address or person as a Party may designate by notice to the other Parties). Any Party may change such Party's address for purposes of this Agreement by notice given in accordance with this section.

Sharp: Sharp HealthCare
8695 Spectrum Center Boulevard
San Diego, California 92123
Attn: Christine Basiliere, VP Workforce Strategy and Support

School: Georgia State University
140 Decatur St. Suite 1242
Atlanta, GA 30303
Attn: Wendy Hensel, Senior Vice President

b. **No Third-Party Beneficiaries.** This Agreement shall not confer any rights or remedies under or by reason of this Agreement to or for the benefit of any person other than the Parties to this Agreement and their respective successors and permitted assigns, nor shall this Agreement relieve or discharge the obligation or liability of any third party to any Party. This Agreement shall not give any third party any right of subrogation or action against any Party to this Agreement.

c. **No Referral Requirement.** The Parties acknowledge that payment of consideration, whether direct or indirect, to induce the referral of any patient, product or service is improper. The Parties agree that no benefit accruing to any Party to this Agreement shall be conditioned upon or granted in consideration of the referral of any patient or business to any Party. The Parties specifically disclaim any requirement that any Party refer patients or other business to another Party for any reason whatsoever.

d. **Equal Employment Opportunity Employer Requirement.** The Parties shall abide by the requirements of 41 C.F.R. § 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

e. **Marketing and Advertising.** Each Party agrees that it shall obtain written permission prior to using another Party's name, trade name, image, symbol, design or trademark in any marketing, advertising, or promotional campaign or in any brochure, written information, television or radio announcements, or in any other medium or manner whatsoever. Such permission may be given or withheld in a Party's sole discretion.

f. **Force Majeure.** No Party shall be liable for loss, damage or delay in performance resulting from any cause beyond its reasonable control, including, without limitation, severe weather, fire, earthquake or other natural disaster, labor strike, embargo, war, act of terrorism, epidemic, pandemic or any law, order, proclamation, ordinance, demand or requirement of any government agency. If a Party determines its performance will be impacted by a force majeure event, that Party shall provide prompt written notice to the other Parties. Such notice shall advise the other Parties of the nature and anticipated duration of the event. Notwithstanding the foregoing, each Party shall use commercially reasonable efforts to promptly perform its obligations under this Agreement. Such force majeure event shall extend the time of performance for a period equal to the period of delay; provided, however, that if the period of delay actually exceeds or is reasonably anticipated to exceed six months, then any Party may terminate this Agreement with no further liability to the other Party by providing written notice of termination.

g. **No Government Health Program Sanctions.** Each Party represents that it is not and at no time has been excluded from participation in any federally-funded healthcare program, including, but not limited to, Medicare and Medi-Cal. Each Party shall notify the other Parties promptly after it becomes

aware of its suspension or exclusion from participation in any federally-funded healthcare program. If a Party is excluded from participation in any federally-funded healthcare program, this Agreement shall terminate automatically effective as of the date of commencement of such exclusion.

h. Assignment. This Agreement shall not be assigned, either in whole or in part, without the prior written consent of all Parties, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Sharp may assign this Agreement, in whole or part, to any affiliate of Sharp, existing now or in the future, or to any entity which succeeds to the applicable portion of its business through a sale, merger, or other transaction, without the prior written approval of the other Parties, provided such other entity assumes the obligations of Sharp under this Agreement.

i. Successors and Assigns. Subject to the restrictions on assignment under Section 11.8, this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

j. Amendment. Any revision or modification of this Agreement must be in writing and signed by all Parties.

k. Waiver. No waiver shall be binding unless executed in writing by the Party granting the waiver. Neither the failure nor delay on the part of any Party to exercise any right, remedy, power, privilege or provision under this Agreement shall operate as a waiver of such right, remedy, power, privilege or provision. Waiver of any right, remedy, power, privilege or provision under this Agreement shall not be deemed or constitute a waiver of any other right, remedy, power, privilege or provision under this Agreement, whether or not similar, nor shall such waiver constitute a continuing waiver.

l. Responsibility for Acts and Omissions. Each Party shall be responsible for its own acts and omissions and any and all claims, liabilities, injuries, suits, demands and expenses of any kind which may result or arise out of any alleged or actual breach, malfeasance or neglect caused or alleged to have been caused by it, its employees or representatives, in the performance or omission of any act or responsibility of the Party under this Agreement. This provision shall survive termination of the Agreement.

m. Litigation Cooperation. School shall cooperate with and, at Sharp's expense, provide reasonable assistance to Sharp and its counsel in the defense of any litigation brought against Sharp involving a Student as a defendant or as a witness. School shall inform its Students that they are expected to cooperate with Sharp and its counsel in the defense of any such claim, including, but not limited to, meeting with Sharp and its counsel, traveling to the jurisdiction of a pending action for deposition and/or trial (at the expense of the Student), and otherwise assisting in the defense of the litigation.

n. Inspection of Records. School shall, until the expiration of four (4) years after the termination of this Agreement, make available upon written request by the Secretary of the Department of Health and Human Services, or upon written request by the Comptroller General of the United States, or by any of such Secretary's or Comptroller General's duly authorized representatives, the Agreement, and all books, documents and records of School relating thereto.

o. Entire Agreement. This Agreement, including any attachments incorporated by reference herein, contains the entire agreement of the Parties and supersedes all previous agreements related to the subject matter covered in this Agreement. Each Party acknowledges and agrees that no promises, whether oral or written, have been made or will be made, which are not embodied in this Agreement.

p. Severability. Each provision of this Agreement is independent, separate and divisible, and if any provision of this Agreement is found by the final order of a court of competent jurisdiction to be invalid, unenforceable or in contravention of any applicable federal or state law or regulation, such

provision shall be deemed not to be a part of this Agreement and shall not affect the validity or enforceability of the remaining provisions, which shall be given full effect without regard to the invalid portion. Nothing contained in this Agreement shall be construed so as to require the commission of any acts contrary to law, and wherever there is a conflict between any provision of this Agreement and any present or future law or regulation, such provision shall be limited to the extent necessary to make it comply with such law or regulation.

q. **Effect of Headings, Schedules and Exhibits.** The subject headings of the sections of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. All schedules, exhibits and attachments to this Agreement are incorporated into and made part of this Agreement by this reference as if set forth in their entirety in this Agreement.

r. **Further Assurances.** The parties shall execute such other and further instruments and documents and shall take such further action as may be required to implement and carry out this Agreement.

s. **Counterparts.** This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Execution and delivery of this Agreement by delivery of a facsimile or electronically recorded copy (including a .pdf file) bearing a copy of the signature of a Party shall constitute a valid and binding execution and delivery of this Agreement by such Party. Such copies shall constitute enforceable original documents.


t. **Construction.** This Agreement has been negotiated at arm's length, and each Party has been given the opportunity to be represented by legal counsel. To the extent each Party has deemed necessary, each Party has consulted with independent legal counsel with respect to such Party's rights and obligations under this Agreement. Accordingly, any rule of law (including without limitation California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Agreement against the Party drafting it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the intent of the Parties and the purpose of this Agreement.

Remainder of Page Intentionally Blank - Signatures Appear on Following Page

By executing the Agreement, the Parties accept all of the stipulations, terms and conditions set forth herein and agree to each and every provision hereof.

SCHOOL:

Name: Board of Regents of the University System of Georgia
By and on behalf of Georgia State University


Programs: Occupational Therapy 

Signature: _____ Date: 6 May 2021

Print name: Wendy Hensel

SHARP:

- Sharp Metropolitan Medical Campus
 - Sharp Memorial Hospital
 - Sharp Outpatient Pavilion
 - Sharp Home Care
- Sharp Mesa Vista Hospital
 - Sharp McDonald Center
- Sharp Mary Birch Hospital for Women and Newborns
- Sharp Grossmont Hospital
 - Sharp Hospice
- Sharp Chula Vista Medical Center
- Sharp Coronado Hospital and HealthCare Center
- Sharp Rees-Stealy – all locations
- Sharp HealthCare – all corporate locations

Signature:  _____ Date: 5/6/2021
~~Christine Basiliere~~
VP Workforce Strategy and Support

ATTACHMENT A

CREDENTIALING REQUIREMENTS

School is responsible for ensuring that Students and instructors are notified that Sharp has the following requirements prior to being assigned to an educational experience at Sharp.

Health Screening

The health screening requirements shall include the following:

- Evidence of either of the TB screenings listed below:
 - A 2-step Tuberculin Skin Test (TST) completed at or promptly after acceptance to participate in the educational experience at Sharp (“Acceptance”) and a single TST annually thereafter. A 2-step TST is not required if documentation of a TST within 12 months prior to hire; or
 - An Interferon Gamma Release Assay (IGRA) blood test for TB at Acceptance and annually thereafter.
 - If positive TST or IGRA, then followed with a negative chest x-ray and treatment as recommended by the Public Health Department, then a Tuberculosis symptom review completed annually.
- Evidence, if born in 1957 or later, upon request, proof of immunity to measles, mumps and rubella, a positive titer to or two doses of vaccination;
- Evidence, upon request, of immunization for Tdap given in 2005 or later.
- Evidence, upon request, proof of immunity to varicella virus, positive titer to, or two doses of vaccination.

Influenza Compliance

School will notify Students that Sharp requires them to comply with the California Department of Public Health Services and Joint Commission requirements related to annual influenza vaccine.

Corporate Compliance

School shall notify Students and those instructors, if any, who will be onsite, that Sharp requires them to complete Sharp’s Corporate Compliance training utilizing educational materials provided by Sharp. Students will be notified that they must sign Sharp’s Confidentiality Statement and the certification page of Sharp’s Code of Conduct.

Sharp Policies and Procedures

School shall notify its Students and instructors, if any, who will be onsite that Sharp requires them to be acquainted with and agree to comply with Sharp’s policies and procedures, including, but not limited to:

- Sharp’s fire and disaster procedures, Life Safety Plan, and Infection Control practices
- Possess and wear identification badges supplied by School
- Be able to speak, write and read the English language
- Sharp’s appearance standards
- Complete all other educational materials provided by Sharp

Use of San Diego Nursing-Service Education Consortium

School shall utilize the San Diego Nursing Service education Consortium for requesting/logging placement requests. School will notify student that they are to utilize the service contracted with the San Diego Nursing Service Education Consortium for all background checks, drug screens and health screening information. Cost of such services will be the responsibility of the student.

Background Check

School shall inform Students of Sharp's requirement that they provide to Sharp proof of a background check consistent with the following elements:

- Seven years residence/background history
- National criminal database search
- National sex offender database search
- County criminal background checks on all counties of residence or work disclosed
- Office of Inspector General (OIG) search
- Social Security Number verification and trace
- General Services Administration (GSA) search
- Drug screen, Substance Abuse Panel 8 with urine sample

Students or instructors with more than a 6-month break in service with School shall be required to repeat the background check, including drug screen, prior to beginning another educational experience at Sharp.

School shall consult with Sharp representatives regarding any "flagged" student or instructor records. Sharp will make the final decision as to appropriateness of student or instructor background for assignment at Sharp. Decisions will be based on the same criteria as applied to Sharp employees.

The drug screen sampling Substance Abuse Panel 8 must comply with the Substance Abuse and Mental Health Services Administration (SAMHSA) guidelines. The drug testing laboratory utilized by Student shall be SAMHSA certified. Documentation of successful completion of the test shall be included in Student's background check report to Sharp.

CLASS	SCREENING METHOD	CUT-OFF	CONFIRMATION METHOD	CUT-OFF
AMPHETAMINES	RIA	1000 ng/ml	GC/MS	500 ng/ml
BARBITURATES	RIA	300 ng/ml	GC/MS	200 ng/ml
OPIATES	RIA	2000 ng/ml	GC/MS	2000 ng/ml
BENZODIAZEPINES	RIA	300 ng/ml	GC/MS	200 ng/ml
COCAINE	RIA	300 ng/ml	GC/MS	150 ng/ml
PHENCYCLIDINE	RIA	25 ng/ml	GC/MS	25 ng/ml
MARIJUANA METABOLITES	RIA	50 ng/ml	GC/MS	15 ng/ml
METHADONE	RIA	300 ng/ml	GC/MS	200 ng/ml