

**MEMORANDUM OF UNDERSTANDING CONCERNING
AFFILIATION OF STUDENTS FOR CLINICAL TRAINING**

This is a Memorandum of Understanding (“Agreement”) on the part of Star Physical Therapy, LP, on behalf of itself and all associated clinical centers located in the States of Tennessee and Arkansas, hereinafter collectively referred to as "Facility", and the Board of Regents of the University System of Georgia by and on behalf of Georgia State University, hereinafter referred to as "University."

A. PURPOSE:

(1) The purpose of this Memorandum of Understanding is to guide and direct the parties respecting their affiliation and working relationship, inclusive of anticipated future arrangements and agreements in furtherance thereof, to provide high quality clinical learning experiences for students in the University's **COLLEGE OF EDUCATION and HUMAN DEVELOPMENT and THE BYRDINE F. LEWIS COLLEGE OF NURSING AND HEALTH PROFESSIONS**, while at the same time enhancing the resources available to the Facility for the providing of health care to its members.

(2) Neither party intends for this Memorandum of Understanding to alter in any way their respective legal rights or their legal obligations to one another, to the students and faculty assigned to the Facility, or as to any third party.

B. GENERAL UNDERSTANDING:

(1) The courses of instruction (i.e., clinical education programs) to be provided will be of such content, and cover such periods of time as may from time to time be mutually agreed upon by the University and the Facility. The starting and ending date for each program shall be agreed upon at least one month before the program commences.

(2) The number of students designated for participation in a clinical education program will be mutually determined by agreement of the parties, and may at any time be altered by mutual agreement. All student participants must be mutually acceptable to both parties and either party may withdraw any student from a program based upon perceived lack of competency on the part of the student, the student's failure to comply with the rules and policies of the Facility or the University, or, for any other reason where either party reasonably believes that it is not in the best interest of the program for the student to continue.

(3) There shall be no discrimination on the basis of race, national origin, religion, color, sex, age or disability in either the selection of students for participation in the program, or as to any aspect of the clinical training; provided however, that with respect to disability, the disability must not be such as would, even with reasonable accommodation, in and of itself, preclude the student's effective participation in the program.

(4) Either party may use the name of the other party in any publication or publicity that reports or describes the program as it is set forth in this Agreement for the term of this Agreement, with the prior written authorization of the other party. Any other publicity by a party using the other party's name, or the name of any employee or member of the professional staff to the other party, shall require prior written authorization of the other party or individual respectively.

(5) No student or University faculty, while participating in the program, shall be deemed an employee of the Facility. No student or faculty will be covered under the Facility's Workers' Compensation, or health, or professional liability insurance policies. The University and the Facility are independent contractors under the Agreement.

(6) The parties shall provide for the evaluation of students participating in the program. While it is understood that the Facility will be responsible for participation in the clinical evaluation of students, final responsibility and authority for a student's written evaluation and grading shall remain the exclusive responsibility of the University.

C. FACILITY RESPONSIBILITIES:

(1) The Facility will retain responsibility for the care of members and will maintain administrative and professional supervision of students insofar as their presence and program assignments affect the operation of the Facility and its care, direct and indirect, of members.

(2) The Facility will provide adequate clinical facilities for participating students in accordance with the clinical objectives developed through cooperative planning by the University's departmental faculty and the Facility's staff.

(3) The Facility will use its best efforts to make conference space and classrooms available as may be necessary for teaching and planning activities in connection with clinical programs.

(4) Facility staff shall, upon request, assist the University in the evaluation of the learning and performance of participating students. Unless otherwise specified in the Agreement, any evaluation of students by the Facility shall relate only to general student participation in the clinical training program, and shall no way be construed as a certification by the Facility as to the competence of any student or a representation by the Facility of any student's ability or competence in connection with the practical implementation of any knowledge gained through the clinical training program.

(5) The Facility shall provide for the orientation of both University faculty and participating students as to the facilities, philosophies, rules, regulations and policies of the Facility.

(6) Subject to the Facility's overall supervisory responsibility for member care, it may permit appropriately licensed faculty members to provide such member services at the Facility as may be necessary for teaching purposes.

(7) All medical or health care (emergency or otherwise) that a student or University faculty member receives will be at the expense of the individual involved. Facility shall provide assistance to any student or faculty member requiring emergency medical treatment for any illness or injury sustained at the Facility.

(8) Facility agrees to inform students of Facility's requirement that all students comply with Facility's background check and drug screening procedures prior to commencement of their Program.

(9) Facility shall provide HIPAA training of students.

D. UNIVERSITY RESPONSIBILITIES:

(1) The University will use its best efforts to see that students selected for participation in the clinical training program are prepared for effective participation in the clinical training phase of their overall education. The University will retain ultimate responsibility for the education of its students.

(2) Prior to the commencement of a clinical training program, the University will, upon request and with proper authorization, provide responsible Facility officials with such student records as will adequately disclose the prior education and related experiences of prospective student participants.

(3) The University will use its best efforts to see that the clinical training programs at the Facility are conducted in such a manner as to enhance member care. Only those students who have satisfactorily completed the prerequisite didactic portion of their curriculum will be selected for participation in a program.

(4) The University will not assign any faculty member to the Facility in connection with the operation of the program who is not appropriately licensed, and will keep evidence of the licensure of all assigned faculty on file with the Facility at all times.

(5) The University will require all participating students and faculty members to show proof of liability insurance in amounts satisfactory to the Facility and shall inform participating students and faculty members that Facility requires that they provide evidence of such insurance in the amounts of \$1 million per occurrence and \$3 million per year to the facility upon request and prior to the commencement of the affiliation with the Facility.

(6) The University will encourage student compliance with the Facility's rules, regulations and procedures, and use its best efforts to keep students informed as to the same and any changes therein. Specifically, the University will keep each participating student apprised of his or her responsibility:

(a) To follow the administrative policies, standards and practices of the Facility when the student is in the Facility.

(b) To provide the necessary and appropriate uniforms and supplies required where not provided by the Facility.

(c) To report to the Facility on time and to follow all established regulations during the regularly scheduled operating hours of the Facility.

(d) To conform to the standards and practices established by the University while training at the Facility.

(e) To keep in confidence all medical and health information pertaining to particular members. The University will instruct participating students that they must comply with the policies and procedures of the Facility regarding the confidentiality, including those governing the use and disclosure of individually identifiable health information under federal law, specifically 45 CFR parts 160 and 164.

(7) The University will require each participating student to furnish proof of a current physical examination, the results of which shall, upon request, be made available to the Facility. The parties may agree to have such examinations performed by the Facility. Any medical or health care (emergency or otherwise) that may be received by a University student or faculty member at the Facility in the course of

the Affiliation shall be at the sole expense of the individual recipient of such care; provided that nothing herein shall require the Facility to provide such care. Any student or faculty participant who does not meet the health criteria established by the Facility will not be assigned to the Facility or allowed to continue to participate in the program at the Facility. If the student and/or faculty member has an exposure to blood or body substances, if there is an injury to the student and/or faculty member or if there is an infectious disease outbreak, the University agrees, to the extent allowed by the law, to send the student's and/or faculty member's health record within two (2) business days of the receipt of a written request by the Facility for such health records. The parties may agree to have such examinations performed by the Facility for a mutually agreed upon fee.

(8) The University shall have the full responsibility for the conduct of any student or faculty disciplinary proceedings and shall conduct the same in accordance with all applicable statutes, rules, regulations, and case law.

(9) Prior to placement of any student at Facility, the University shall require each student to provide directly to the Facility the following: (i) the results of a criminal background check; (ii) proof that the student meets all immunization requirements of the Facility, including acknowledgement of Hep B inoculation, or declination thereof; and (iii) evidence of CPR Certification.

E. MUTUAL RESPONSIBILITIES:

(1) The parties will work together to maintain an environment of quality clinical learning experiences and quality member care. At the instance of either party a meeting or conference will be promptly held between University and Facility representatives to resolve any problems or develop any improvements in the operation of the contemplated clinical training programs.

(2) This relationship is intended solely for the mutual benefit of the parties hereto, and there is no intention, express or otherwise, to create any rights or interest for any party or person other than the Facility and the University; without limiting the generality of the foregoing, no rights are intended to be created for any members, student, parent or guardian of any student, spouse, next of kin, employer or prospective of any student.

(3) Neither party is an agent, employee or servant of the other. The Board of Regents of the University System of Georgia and the Facility acknowledge and agree that student participants in the program are not employees of the Regents, University or the Facility by reason of such participation, and that they assume no responsibilities as to the student participants that may be imposed upon an employer under any law, regulation or ordinance. Student participants shall in no way hold themselves out as employees of the Regents, University or the Facility.

(4) Unless sooner canceled as provided below, the term of this affiliation for clinical training shall be five years, commencing on **January 1, 2021** and ending on **December 31, 2025**. This working relationship and affiliation may be renewed by mutual written consent of the parties. This Agreement may be amended at any time by mutual written agreement of the parties. It may also be canceled at any time by either party upon not less than ninety (90) days written notice in advance of the termination date. Any student enrolled in a clinical training experience at the Facility at the time such notice is given shall be allowed to complete said clinical training experience.

(5) Intentionally deleted.

(6) This Memorandum of Understanding shall supersede any and all previously executed Memorandum of Understanding between the parties for the clinical training programs.


(7) This Memorandum of Understanding may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original without the production of any other counterpart. Any signature delivered via facsimile or other electronic means shall be deemed an original signature hereto.

(8) Notices under this Agreement, other than legal service of process, must be given in writing and either hand-delivered or mailed by certified mail, return receipt requested. Notice to University shall be sent to Georgia State University Office of Legal Affairs, P.O. Box 3987, Atlanta, GA 30302-3987, Attn: University Counsel. Notice to Facility shall be sent to STAR Physical Therapy, LP, 1300 West Sam Houston Parkway S., Suite 300, Houston, Texas 77042; Attn: Legal Department.

[SIGNATURE PAGE TO FOLLOW]


IN WITNESS WHEREOF, the parties have hereunto affixed their signatures on the date written below.

BOARD OF REGENTS OF THE
UNIVERSITY SYSTEM OF GEORGIA
BY AND ON BEHALF OF
GEORGIA STATE UNIVERSITY

By: 
Dr. Wendy Hensel
Sr. Vice President for Academic Affairs
And Provost

Date: January 21, 2021

STAR PHYSICAL THERAPY, LP
By: STAR PT Management GP, LLC, the
General Partner

By: 
Glenn McDowell
Vice President

Date: 1-26-21