MEMORANDUM OF UNDERSTANDING CONCERNING AFFILIATION OF STUDENTS FOR TRAINING

This is a Memorandum of Understanding ("MOU") on the part of **TMB Medical** 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 applied learning experiences for University students while at the same time enhancing the resources available to the Facility for the provision of education.

(2) Neither party intends for this Memorandum 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 to be provided (the "Applied Learning Experience" or "ALE") 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 ALE shall be agreed upon at least one month before the program commences.

(2) The number of students designated for participation in an ALE 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 ALE 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 ALE; 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 ALE.

(4) Either party may use the name of the other party in any publication or publicity that reports or describes the ALE as it is set forth in this Agreement for the term of this Agreement. 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.

C. FACILITY RESPONSIBILITIES:

(1) The Facility will retain responsibility for the care of its clients 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 its clients. No provision of this MOU shall prevent any Facility client from requesting not to be a teaching client or prevent any member of the Facility's staff from designating any client as a non-teaching client.

(2) The Facility will provide adequate clinical facilities for participating students in accordance with the 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 an ALE.

(4) Facility staff shall, upon request, assist the University in the evaluation of the learning and performance of participating students, provided the student has signed a consent to exchange of educational information in accordance with the Family Educational Rights and Privacy Act of 1974, as amended. However, the Facility hereby agrees to keep confidential any student records or information it may obtain, unless it has otherwise obtained prior written consent of the student. Although the University shall obtain all required consents, the Facility shall have the right to rely on such consents and to obtain copies of such consents upon request. The Facility will assign a staff representative as liaison between the Facility and the University. Unless otherwise specified herein, any evaluation of students by the Facility shall relate only to general student participation in the ALE, 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 ALE.

(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 client care, it may permit appropriately licensed faculty members to provide such member services at the Facility as may be necessary for teaching purposes. The nature and scope of activities of University faculty members that may involve in any way patient care at the Facility shall be subject to the sole discretion of the Facility and to such conditions as the Facility may deem necessary in its sole discretion including, but not limited to, prior proof of professional liability coverage, appropriate licensure or certification, and compliance with all Facility rules, regulations, and policies. If faculty participation at the Facility other than as a Supervisor for the purpose of this ALE is so authorized, it must not be a substitute for adequate staffing at the Facility.

(7) All medical or health care (emergency or otherwise) that a student or University faculty member receives at the Facility will be at the expense of the individual involved.

(8) Facility agrees to inform the University and its students of the specifics of Facility's requirements with regard to background check and drug screening procedures prior to commencement of their ALE.

(9) Facility and University acknowledge that protection of participants in the ALE from exposure to bloodborne pathogens is the joint concern of Facility, University and the participant. Facility will make available to participants for use within the Facility all personal protective equipment, including gloves, gowns, masks, and other supplies necessary to comply with Centers for Disease Control guidelines, as appropriate to the participant's ALE. If the ALE involves exposure to bloodborne pathogens, Facility shall provide participants with education regarding bloodborne pathogens appropriate to the participant's educational training at Facility, and, shall maintain documentation of such education. University shall, to the extent allowed by law or regulation, offer to participants at substantial risk of directly contacting body fluids, antibody and or antigen testing and vaccination in accordance with requirements of the Occupational Health and Safety Administration and Centers for Disease Control.
Facility will use its best efforts to appropriately test the source patient and to obtain that patient's consent to disclosure of test results to the University and participant.

D. UNIVERSITY RESPONSIBILITIES:

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

(2) Prior to the commencement of an ALE, 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 ALEs at the Facility are conducted in such a manner as to enhance Facility client care. Only those students who have satisfactorily completed the prerequisite didactic portion of their curriculum will be selected for participation in an ALE.

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

(5) The University will inform all its participating students of the Facility's requirement that they must procure and maintain throughout the ALE professional liability insurance in amounts, form, and by a carrier satisfactory to the Facility and the University, and covering their activities at the Facility, and to provide evidence of such insurance to the Facility prior to participation in any ALE. University faculty members will be provided professional

liability coverage pursuant to the terms and conditions of the Georgia Tort Claims Act (O.C.G.A. § 50-21-20 et seq.). The University will provide Worker's Compensation Insurance coverage for its participating faculty members. However, the University will not provide Worker's Compensation Insurance or other insurance coverage for its students. This paragraph will survive the termination of this MOU.

(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 established standards and practices while training at the Facility.

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

(7) If required by the Facility, University will advise each participating student that he or she must furnish proof of a current physical examination, the results of which shall be made available to the Facility upon request. 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 ALE 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 ALE 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.

E. MUTUAL RESPONSIBILITIES:

(1) The parties shall provide for the evaluation of students participating in the ALE. 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.

(2) The parties will work together to maintain an environment of quality learning experiences and quality client 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 ALEs.

(3) This relationship is intended solely for the mutual benefit of the parties hereto, and there is no intention, express or otherwise, to create any rights on 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 client of Facility; parent or guardian of any student; spouse, next of kin, employer or prospective employer of any student.

(4) No student or University faculty, while participating in the ALE, 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. Neither party is an agent, employee or servant of the other. University and the Facility acknowledge and agree that student participants in the program are not employees of the Board of Regents of the University System of Georgia, 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 Board of Regents of the University System of Georgia, the University or the Facility.

(5) Unless sooner canceled as provided below, the term of this MOU shall be three years, commencing on **April 1, 2021 and ending on March 31, 2024**. This working relationship and affiliation may be renewed by mutual written consent of the parties. This MOU 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 next ALE.

(6) This MOU shall be governed by, construed and applied in accordance with the laws of the state of Georgia.

(7) This MOU shall supersede any and all previously executed Memorandums of Understanding between the parties for the Applied Learning Experience.

(8) This MOU 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.

[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: _____
Wendy F. Hensel
Provost & Senior Vice President for Academic Affairs
Date: 8 June 2021

TMB Medical:
Watkinsville GA

By: _____
(Signature)

Print name: Tony Bond
Title: owner
Date: 5/20/21