

February 18, 2019

Byrdine F. Lewis School of Nursing and Health Professions  
**Georgia State University**

(404) 413-1100  
(404) 413-1090 fax

MEMORANDUM TO: Dr. Risa Palm, Senior Vice President for Academic Affairs and Provost  
Caroline Lombard, Associate General Counsel

We recommend for your approval and execution the attached (check one):

- Affiliation Agreement/Amendment**  
 Affiliation Agreement Renewal Letter

With **Wellstar Health Systems**  
for the **Byrdine F. Lewis College of Nursing & Health Professions**

COMMENTS: The attached agreement needs to be reviewed by the legal department to ensure agreement meets all of the standards prescribed by the Board of Regents for affiliation agreements used to cover the training of students by their respective institutions. Upon the completion of your review and execution, please return all copies of the agreement to the Office of Legal Affairs for appropriate action to complete and distribute the copies.

2/18/2019  
Date

  
\_\_\_\_\_  
Kelli Nowvskie, Dean's Office Administrator

2/18/2019  
Date

  
\_\_\_\_\_  
Anthony Roberts, College Administrative Office

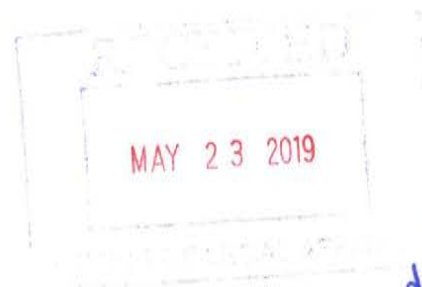
We concur in the above recommendation:

5/23/19  
Date

  
\_\_\_\_\_  
Legal Affairs

Department contact:  
Kelli Nowvskie  
Byrdine F. Lewis College of Nursing & Health Professions  
Georgia State University  
P.O. Box 3995  
Atlanta GA 30302-3995

Telephone: 404.413.1084  
Email: knowvskie@gsu.edu





## ADDENDUM

Effective as of **May 23, 2019**, WellStar Health System, Inc. (hereinafter "WellStar") and **Georgia State University** (hereinafter "Educational Institution") mutually agree to amend their Student Affiliation Agreement ("Agreement") dated **June 1, 2013**.

The parties intending to be legally bound hereby agree to amend the above-referenced Agreement as hereinafter provided:

1. The parties agree to extend the original terms of agreement to **June 1, 2022**.
2. The parties agree to include the following program(s) to the existing agreement:
  - **Bachelor of Business Administration (BBA)**
  - **Bachelor of Business Administration in Computer Information Systems, concentration in Health Informatics**
  - **Bachelor of Interdisciplinary Studies in Clinical Health Informatics**
  - **Bachelor of Interdisciplinary Studies in Health Informatics Degree Program**
  - **Bachelor of Science in Biology**
  - **Bachelor of Science in Exercise Science (B.S.)**
  - **Bachelor of Science in Health and Physical Education (B.S.E.)**
  - **Bachelor of Science in Nursing**
  - **Bachelor of Science in Respiratory Therapy**
  - **Bachelor of Science, Didactic Program in Dietetics (DPD)**
  - **Bachelor of Social Work**
  - **Certificate in Health Informatics**
  - **Doctor of Kinesiology (Ph.D.)**
  - **Doctor of Nursing Practice**
  - **Doctor of Philosophy in Clinical Psychology (Ph.D.)**
  - **Doctor of Philosophy in Counseling Psychology (Ph.D.)**
  - **Doctor of Philosophy in Educational Psychology and Special Education (Ph.D.)**
  - **Doctor of Philosophy in Psychology (Ph.D.)**
  - **Doctor of Philosophy with a major in Counselor Education and Practice (Ph.D.)**
  - **Doctor of Physical Therapy (DPT)**
  - **Doctorate in Communication Disorders (Ph.D.)**
  - **Doctorate of Philosophy in Nursing - Ph.D.**
  - **Master in Education in Communication Sciences and Disorders (MEd)**
  - **Master in Social Work**
  - **Master of Arts in Philosophy**
  - **Master of Arts in Psychology (M.A.)**



- **Master of Arts in Religious Studies**
- **Master of Business Administration, Concentration in Health Administration (MBA)**
- **Master of Business Administration/ Master of Health Administration (MBA/MHA)**
- **Master of Education in Health and Physical Education (M.Ed.)**
- **Master of Public Health**
- **Master of Science Health Science, Major in Respiratory Therapy**
- **Master of Science in Biology**
- **Master of Science in Educational Psychology and Special Education (M.S.)**
- **Master of Science in Exercise Science (M.S.)**
- **Master of Science in Health Administration (MSHA)**
- **Master of Science in Mental Health Counseling (M.S.)**
- **Master of Science in Nursing**
- **Master of Science in Nursing, Adult Health Clinical Nurse Specialist /Nurse Practitioner**
- **Master of Science in Nursing, Child Health Clinical Nurse Specialist / Pediatric Nurse Practitioner**
- **Master of Science in Nursing, Family Nurse Practitioner**
- **Master of Science in Nursing, Nursing Leadership in Healthcare innovations – Nursing Administration**
- **Master of Science in Nursing, Nursing Leadership in Healthcare innovations – Nursing Informatics**
- **Master of Science in Nursing, Perinatal Clinical Nurse Specialist / Women’s Health Nurse Practitioner**
- **Master of Science in Nursing, Psychiatric Mental Health Clinical Nurse Specialist / Nurse Practitioner**
- **Master of Science in Occupational Therapy**
- **Master of Science in Professional Counseling (M.S.)**
- **Master of Science in Rehabilitation Counseling (M.S.)**
- **Master of Science in Respiratory Therapy**
- **Master of Science in Sports Administration**
- **Master of Science in Sports Medicine**
- **Master of Science, Didactic Coordinated Program in Dietetics - note title of program on teaching institution agreement when renewing**
- **Master of Science, Major in Health Sciences, Concentration in Nutrition**
- **Post-Master’s Certificate in Nursing**
- **Professional Master of Business Administration/ Master of Health Administration (PMBA/MHA)**

Except as otherwise set forth herein, the terms, conditions and obligations of the Agreement remain in full force and effect.



IN WITNESS WHEREOF, the parties have caused this Addendum to be executed by their duly authorized representatives as of the day and year written below.

**Educational Institution:**  
GEORGIA STATE UNIVERSITY

**WellStar:**  
WELLSTAR HEALTH SYSTEM, INC.

By: Risa Palm

By: \_\_\_\_\_

Name: Risa Palm

David A. Jones, JD, LLM, SPHR,  
SHRM-SCP

Title: SVP of Academic Affairs +  
Provost

Executive Vice President of Human  
Resources and Organizational Learning

Date: 24 May, 2019

Date: \_\_\_\_\_



## Academic Institution Program Contacts

We thank you for choosing WellStar to provide your student clinical learning experiences.

Completing the following form allows us to maintain a current school contact list.

1. Provide the names and contact information for 2 contacts at your school.  
Typically, one is the clinical coordinator, and the other, the program contact.

The contacts at your institution will:

- Provide student and faculty documents upon request.
- Share pertinent information with your program directors, faculty and students.
- Notify us if the contacts change.

2. For graduate students, please share the preparation and goals of the rotation with the preceptor. For undergraduate students, please share the preparation and goals of the rotation with the WellStar coordinator.

3. ACEMAPP - Wellstar accepts placement requests through an online student request and onboarding tool called ACEMAPP - Alliance for Clinical Experience Matching and Placement Program.

The link to the website is: <http://wellstar.acemapp.org/>

Please contact ACEMAPP through customer support or you may contact Alexee Rhodes directly at [alexee.rhodes@acemappteam.org](mailto:alexee.rhodes@acemappteam.org). and they will be happy to assist you in becoming an ACEMAPP subscriber. You may also contact the Support Desk at [support@acemapp.org](mailto:support@acemapp.org) and they will be happy to help.

We reserve the right to conduct periodic audits of student credentialing paperwork.

Please e-mail the completed form to [carol.westbrooks@wellstar.org](mailto:carol.westbrooks@wellstar.org).

*Signatures next page*





Organizational Learning  
WellStar Development Center  
2000 South Park Place  
Atlanta, GA 30339  
www.wellstar.org

**Academic Institution**  
**Program Contacts**

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Institution

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Program

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Date

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Print Name (typically **clinical coordinator**)

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Title

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*Signature*

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Contact information (phone)

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Contact information (e-mail)

---

Print Name (typically **program contact** or faculty)

---

Title

---

*Signature*

---

Contact information (phone)

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Contact information (e-mail)

If you have any questions or concerns please do not hesitate to contact me. We look forward to working with you.

Sincerely,

Carol Westbrook BSN, RN, IBCLC, RLC, LCCE  
Academic Partnerships Coordinator - Organizational Learning  
WellStar Health System- WellStar Development Center  
2000 South Park Place  
Atlanta, Georgia 30339  
Phone 470-956-6448  
[carol.westbrooks@wellstar.org](mailto:carol.westbrooks@wellstar.org)

The vision of WellStar Health System is to deliver world class healthcare through our hospitals, physicians and services. WellStar Health System includes Cobb, Douglas, Kennestone, Paulding and Windy Hill hospitals; WellStar Physicians Group; Urgent Care Centers; Health Place; Homecare; Hospice; Atherton Place; and WellStar Foundation.  
For more information, call 770-956-STAR or visit [www.wellstar.org](http://www.wellstar.org).

# acemapp<sup>+</sup>education

## Key Features

ACEMAPP is a secure, online all-in-one clinical education platform utilized by over 400 schools nationwide to manage educational experiences across multiple professions.

### Learning Management

ACEMAPP offers a full-scale LMS system and can house custom courses and assessments.

### Compliance Tracking

ACEMAPP allows management and tracking of student and faculty compliance of clinical requirements.

### Clinical Scheduling

Create, customize and manage clinical rotation schedules across all of your affiliated sites and programs.

### Advanced Reporting

Generate a wide array of custom data - including compliance, user and statistical reports.

### Document Management

Utilize secure document management and eSignature solutions to allow users to submit & upload documents.

### Evaluations & Surveys

Generate and distribute customized evaluations and surveys for students, educators, rotations, and courses.

### User Management

Monitor user progress and communicate through announcements or direct messaging.

### Clinical Encounter & Time Tracking

Students, educators and preceptors may monitor encounters, competencies and skills, while creating trackable data.

### Sharable ePortfolio

Help your students stay organized and showcase their activities, rotations and achievements.

### Event Management

Invite users to your scheduled events. Track RSVPs and confirm attendance with check in and attendee codes.

### Partner Directory and Affiliations

Request new affiliations and store affiliation documents using ACEMAPP's extensive Partner Directory.

### Preceptor Management

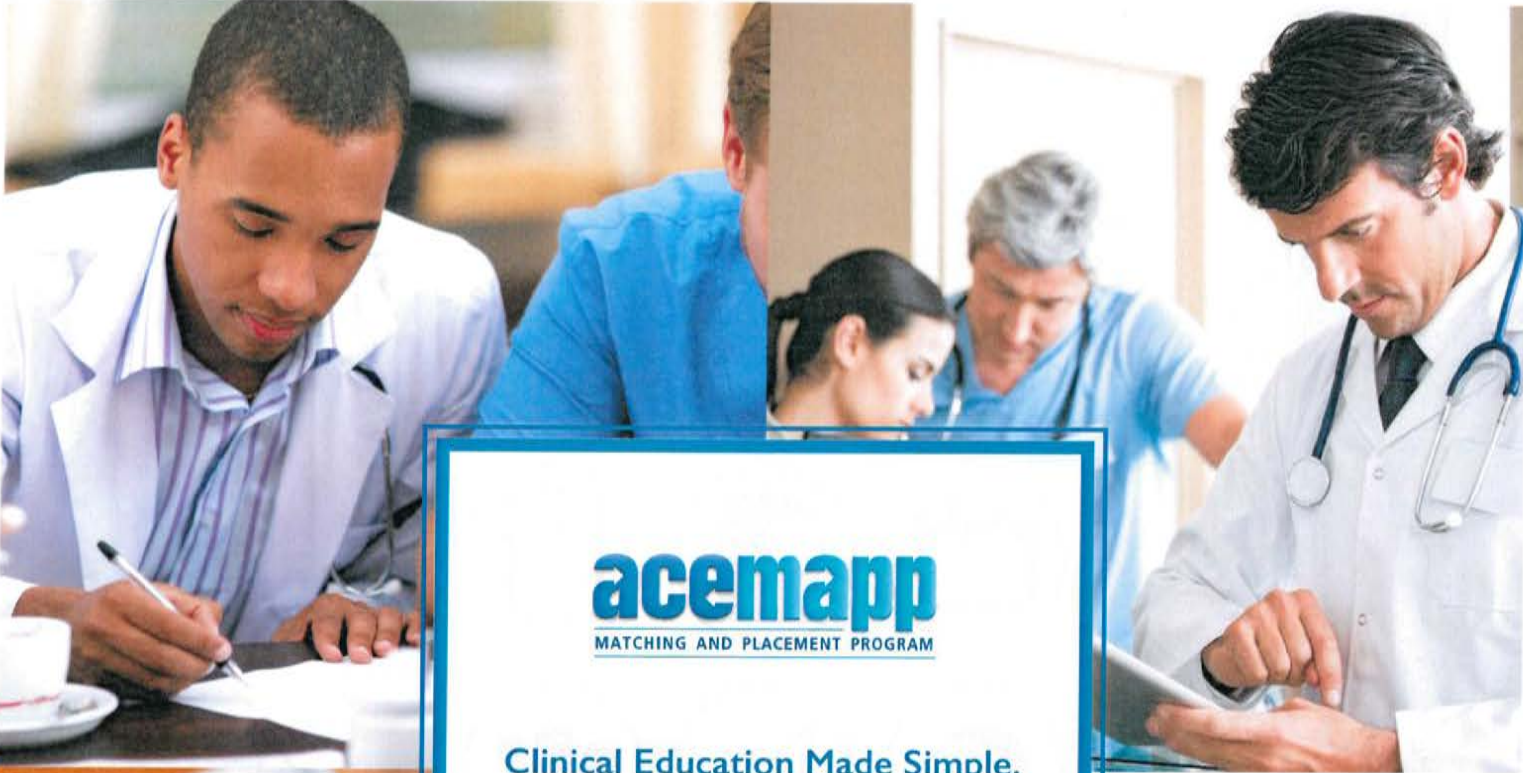
Manage preceptors in ACEMAPP to enjoy direct communication, compliance tracking and extensive reporting capabilities.

## Learn More

With our extensive experience in clinical education management and a solid understanding of healthcare workforce issues, the ACEMAPP team is ready and available to assist you in your clinical education needs.

**web** [acemapp.org](http://acemapp.org)  
**phone** 844-223-4292  
**email** [support@acemapp.org](mailto:support@acemapp.org)

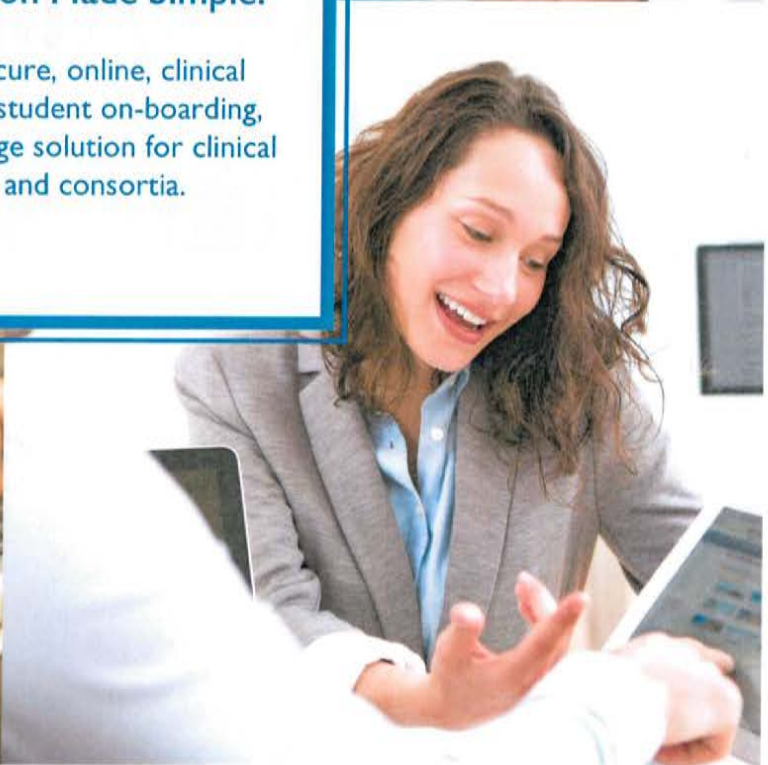
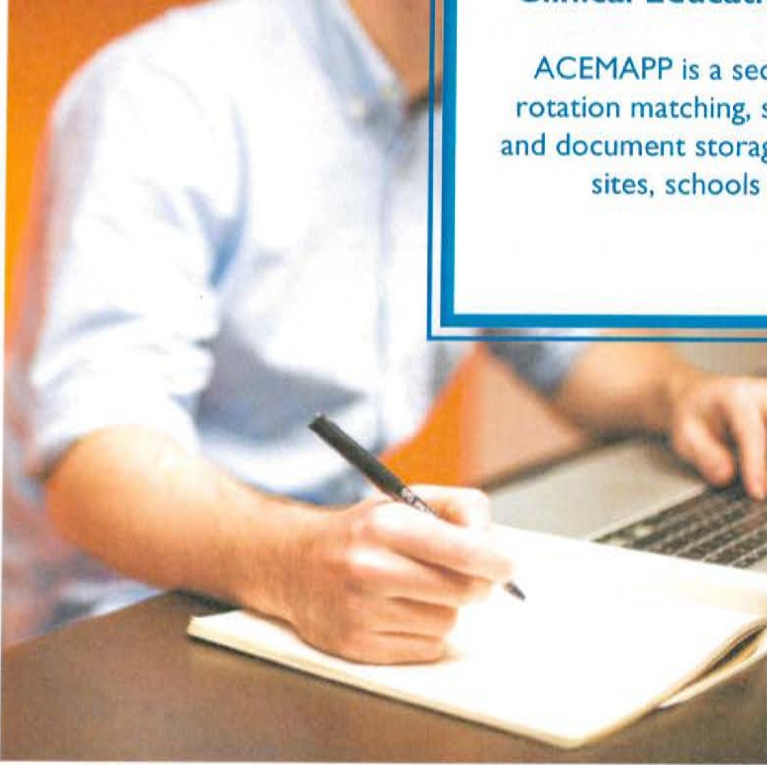




**acemapp**  
MATCHING AND PLACEMENT PROGRAM

**Clinical Education Made Simple.**

ACEMAPP is a secure, online, clinical rotation matching, student on-boarding, and document storage solution for clinical sites, schools and consortia.







Compliance



Document Management



Scheduling



People Management



Reports



Communication



Learning Management



API Integration



Consultation

# ABOUT US



**The story of ACEMAPP isn't about software or databases. It's about bringing together groups of diverse stakeholders to improve the clinical education process.**

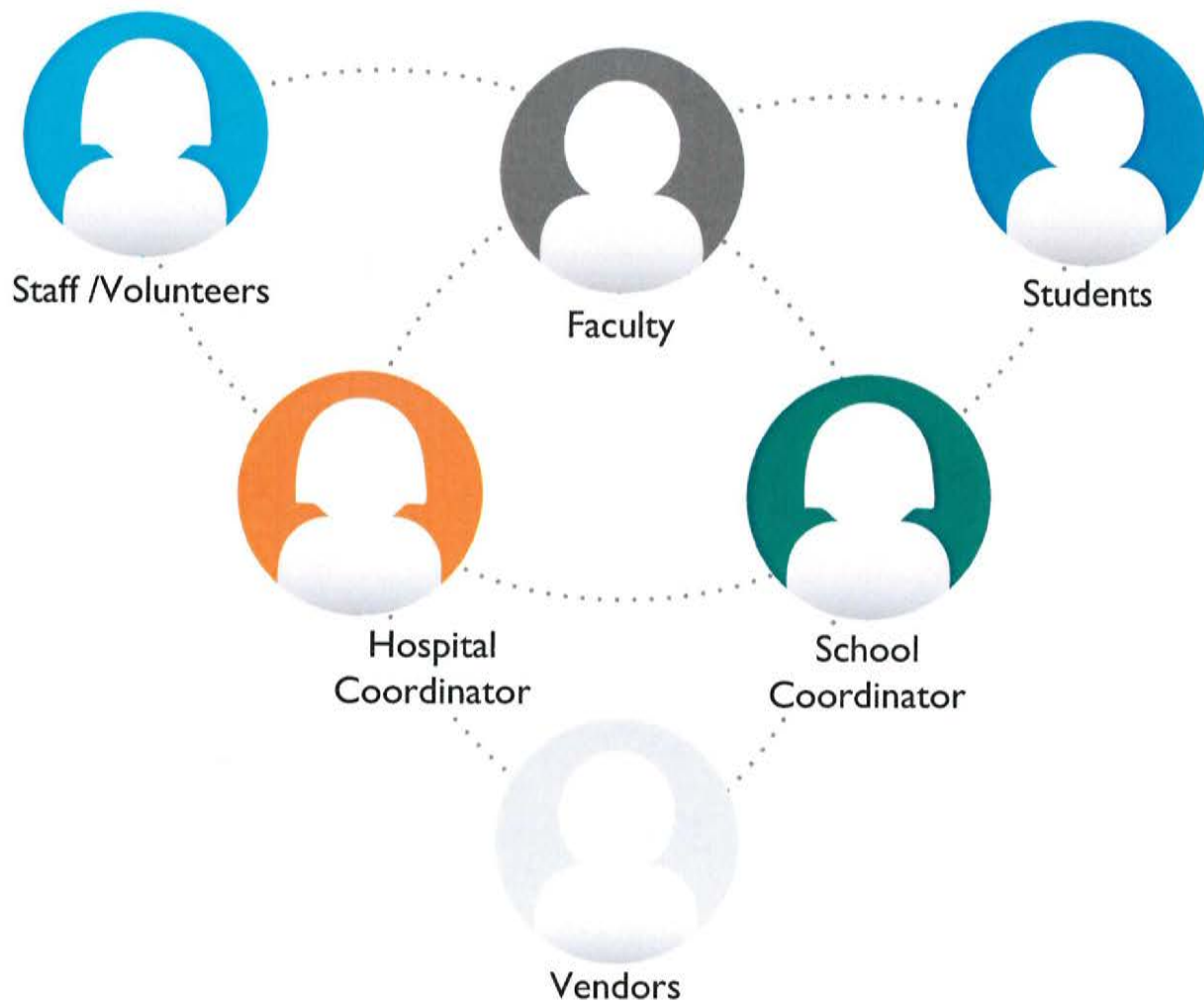
ACEMAPP is a secure, online, clinical rotation matching, student on-boarding, and document storage solution for clinical sites, schools and consortia.

Developed by the Michigan Health Council in response to scarce clinical rotation resources, the mission of ACEMAPP has always been to help strengthen the healthcare workforce through seamless clinical education.

Since the initial launch in 2008, the product continues to grow and evolve to meet the changing demands of clinical and education partners. Today ACEMAPP coordinates clinical rotation experiences across multiple professions, and includes features that are customizable to each organization's needs, regardless of size.

As new needs arise in clinical education, ACEMAPP has the staff, flexibility, and expertise to find easy to use and sustainable solutions.

# WHO CAN USE ACEMAPP?





# CONSULTATION, SUPPORT & SERVICE

**The ACEMAPP team will work with you and your organization every step of the way, from implementation planning and communications to ongoing support for your team, partners, students and faculty.**

Our collective experience in working with both school and clinical partners to come together around a streamlined method enables us to consult on how to transition to a new process.

As part of implementation planning, we will help you to

- Develop an implementation timeline
- Communicate to partner schools
- Complete a needs assessment
- Establish an online onboarding process

The ACEMAPP team supports users by providing high-quality training, education, and support videos and documents for all users. ACEMAPP contains an in-depth knowledge base and internal ticketing system which provides users with answers to their common questions.



Manage Students (By Rotation) | Create | Manage | Select | View All

Approved 23 | Considered 23 | Denied 5 | Pending 5 | Withdrawn 2

Show: 100 records per page

Showing 1 to 5 of 5 entries

Actions	Rotation ID	Rotation Start Date	Photo	Last	First	Email	Post Req	Post Test	Post Course	Status	Phone
[Icons]	11744	01/09/2017	[Photo]	Maverick	Kyle	kyle.maverick@exmple.com	[Green]	[Green]	[Green]	Waiting	
[Icons]	11744	01/09/2017	[Photo]	Milo	Shawn	shawn@exmple.com	[Green]	[Green]	[Green]	Waiting	
[Icons]	11744	01/09/2017	[Photo]	Don't	Amy	amy@exmple.com	[Red]	[Red]	[Green]	Waiting	
[Icons]	11744	01/09/2017	[Photo]	Mia	Tiffany	tiffany@exmple.com	[Red]	[Red]	[Green]	Waiting	
[Icons]	11744	01/09/2017	[Photo]	Clod	Fred	fred@exmple.com	[Red]	[Green]	[Green]	Waiting	

# SCHEDULE A DEMONSTRATION

**Allow us to provide you with a demonstration and answer any questions you may have on how ACEMAPP can work for you and your organization's unique needs.**

We're confident that ACEMAPP is the most robust clinical placement software on the market. But don't take our word for it; see it for yourself through an online demonstration where we'll walk you through some of our most innovative features.

To date, we have been fortunate to work with regional partners from across the country to implement ACEMAPP.

We hope to have the opportunity show you ACEMAPP and discuss how it may be a good fit for your clinical education needs.

To schedule a demonstration, please contact us.

**Phone:** 844-223-4292.

**Email:** [support@acemapp.org](mailto:support@acemapp.org)

**Web:** [acemapp.org/contact](http://acemapp.org/contact)





*“With the common goal of creating a strong healthcare workforce for the future, both clinical facilities and healthcare education programs can come together through ACEMAPP to ease the stress of the overall process of clinical placements.”*

*Ashley Smith, Northeast Georgia Health System*

*“Your response of being open and eager to help me and my student navigate ACEMAPP, not only made me relax over having to learn another new procedure, but also lets me know we WILL be able to get this done! Thank you for your kindness and availability!”*

*Kay Ryle, Kennesaw State University*

*“[I enjoy] the structure: having timeliness for requests, filling placements, and a process in place to ensure compliance to guidelines”*

*Cheryl Barger, RN BSN MS, Beaumont Health System*



**WELLSTAR HEALTH SYSTEM  
STUDENT AFFILIATION AGREEMENT**

This Student Affiliation Agreement (the "Agreement") is made and entered into and effective for all purposes and in all respects as of this 1<sup>st</sup> day of June, 2013, by and between **The Board of Regents of the University System of Georgia by and on behalf of Georgia State University** (hereinafter "Educational Institution") and **WellStar Health System, Inc.** (hereinafter "WellStar").

With regard to the following program(s):

**Andrew Young School of Policy Studies**  
**Bachelor of Social Work**  
**Master of Social Work**

**Byrdine F. Lewis School of Nursing and Health Professionals**  
**Bachelor of Science in Nursing**  
**Master of Science in Nursing including:**  
**Adult Clinical Nurse Specialist/ Nurse Practitioner**  
**Child Clinical Nurse Specialist/Pediatric Nurse Practitioner**  
**Family Nurse Practitioner**  
**Perinatal Clinical Nurse Specialist/Women's Health Nurse Practitioner**  
**Family Psychiatric Mental Health Nurse Practitioner**  
**Nursing Leadership in Healthcare Innovations – Nursing Informatics**  
**Nursing Leadership in Healthcare Innovations – Nursing Administration**  
**Post-master's Certificate in Nursing**  
**Doctor of Nursing Practice**  
**Doctor of Philosophy in Nursing (Ph.D.)**  
**Bachelor of Interdisciplinary Studies in Health Informatics Degree Program**

**Bachelor of Science in Respiratory Therapy**  
**Master of Science in Health Sciences, Major in Respiratory Therapy**

**Bachelor of Science – Didactic Program in Dietetics (DPD)**  
**Master of Science, Major in Health Sciences, Concentration in Nutrition**  
**Master of Science – Didactic Coordinated Program in Dietetics**

**Doctor of Physical Therapy (DPT)**

**College of Arts and Sciences**  
**Master of Arts in Psychology (M.A)**  
**Doctor of Philosophy in Psychology (Ph.D)**  
**Doctor of Philosophy in Counseling Psychology (Ph.D)**  
**Doctor of Philosophy in Clinical Psychology (Ph.D)**



**College of Education**

**Master of Education in Communication Sciences and Disorders (M.Ed.)**  
**Doctorate in Communication Disorders (Ph.D.)**

**Bachelor of Science in Health and Physical Education (B.S.E.)**  
**Master of Education in Health and Physical Education (M.Ed.)**  
**Bachelor of Science in Exercise Science (B.S.)**  
**Master of Science in Exercise Science (M.S.)**  
**Master of Science in Sports Administration (M.S.)**  
**Master of Science in Sports Medicine (M.S.)**  
**Doctor of Philosophy in Kinesiology (Ph.D.)**

**Master of Science in Mental Health Counseling**  
**Doctor of Philosophy with a major in Counselor Education and Practice**  
**Master of Science in Professional Counseling**  
**Master of Science in Rehabilitation Counseling**

**College – J. Mack Robinson College of Business**

**Bachelor of Business Administration (BBA)**  
**Master of Business Administration/ Master of Health Administration (MBA/MHA)**  
**Master of Science in Health Administration (MSHA)**  
**Master of Business Administration, Concentration in Health Administration (MBA)**  
**Professional Master of Business Administration/ Master of Health Administration (PMBA/MHA)**

**Bachelor of Business Administration in Computer Information Systems ,  
concentration in Health Informatics**

**WHEREAS**, the Educational Institution desires to establish a program at WellStar to provide a clinical learning experience (“Learning Experience”) for its students;

**WHEREAS**, WellStar is willing to cooperate with Educational Institution to establish a program for Educational Institution’s students;

**NOW, THEREFORE**, in consideration of the foregoing, of the mutual promises contained herein, and of other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

The Educational Institution and WellStar mutually agree:

1. To establish the educational objectives for the Learning Experience, advise methods for implementation, and evaluate the effectiveness of the Learning Experience.





2. Not to discriminate on the basis of race, religion, color, creed, age, national origin, or sex, nor will either party discriminate because of handicap under Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act.
3. Prior to beginning the Learning Experience at WellStar, the Educational Institution shall provide participating students with basic training regarding confidentiality and privacy of protected health information under the Health Insurance Portability and Accountability Act, and all regulations issued thereunder (collectively, "HIPAA"), and WellStar shall provide students with specific training in WellStar's HIPAA policies upon student's arrival at WellStar.
4. Both WellStar and the Educational Institution agree to abide by all applicable laws and regulations in carrying out their respective obligations under this Agreement. Both WellStar and Educational Institution agree that they shall refrain from disclosing the student's educational records except with the student's consent or as permitted under the Family Educational Rights and Privacy Act and all regulations thereunder. As applicable, Educational Institution agrees to have each student complete appropriate consent forms for the exchange/disclosure of educational records or medical records as may be required under this Agreement.

The Educational Institution agrees:

1. To assume responsibility for assuring continuing compliance with the educational standards established by the applicable licensing and accrediting bodies, including but not limited to obtaining or assisting each student to obtain criminal background checks prior to the Learning Experience upon WellStar's request.
2. To establish and maintain ongoing communication with WellStar on items pertinent to Learning Experience, (such communication may include but not limited to, a description of the curriculum, relevant course outlines, policies, faculty, and major changes in this information) and to provide on-site faculty supervision as deemed necessary by WellStar. Such faculty members shall be subject to all provisions of this Agreement that pertain to students.
3. To notify WellStar of the planned student assignment, level of academic preparation, and length and dates of Learning Experience. In furtherance of the foregoing, the Learning Experience and student assignments shall be planned by the Educational Institution in consultation with representatives designated by WellStar and shall be subject to final approval by both parties before the commencement of any such assignment. Written plans for the Learning Experience and student assignments shall be submitted to WellStar by the Educational Institution at least 30 days prior to the anticipated commencement of the assignments, or as otherwise mutually agreed by the parties, and shall specify the number of students for each assignment. The students in the Learning Experience shall work at all times under the supervision of designated WellStar personnel or licensed professionals as required by the policies, rules and regulations of WellStar and/or applicable law and pursuant to the applicable guidelines of any Learning Experience as



agreed to by the parties. Designated personnel or the licensed professionals of WellStar who agree to be responsible for student training hereunder shall have the ultimate responsibility for patient care. WellStar is under no obligation to pay the students or the Educational Institution for services provided by students hereunder, and the students are not to be considered employees or agents of WellStar for any purpose whatsoever. While at WellStar, the students will not be covered by Social Security, Unemployment Compensation or Worker's compensation coverage, nor shall they be entitled to any benefits (in any form or fashion) provided to full or part-time employees of WellStar.

For purposes of this Agreement, such notification to WellStar shall be as follows:

For WellStar Medical Group: Ellen Langford, VP & COO

For each Hospital: CNE

For other: Don Campbell, M.D., SVP Physician Relations

4. To refer to WellStar only those students who have satisfactorily completed the prerequisite didactic portion of the curriculum which is applicable to WellStar.
5. To inform the student of WellStar's requirements for acceptance regarding health status. Students must provide documentation of basic physical examination completed within the past year, annual TB test, proof of rubella immunity, proof of hepatitis vaccine or refusal, tetanus status and any other related requirements of WellStar, prior to commencement of the assignment and Learning Experience.
6. To inform students enrolled in the Learning Experience that any and all medical costs which the students may incur while participating in the Learning Experience with WellStar will be responsibility of the student. WellStar will not be liable for any medical expenses incurred by a student.
7. To advise the assigned student of the responsibility for complying with the existing pertinent policies, rules and regulations of WellStar, including but not limited to confidentiality of records and individually identifiable patient health information, personal conduct, dress code, identification badges, protocols and safety.
8. To inform the assigned student that WellStar requires the assigned student to have proof of coverage during the term of this Agreement for negligence, malpractice and professional liability insurance (in the amount of \$1,000,000 per occurrence, \$3,000,000 annual aggregate) during the term of the Agreement and to provide a copy of the declarations page evidencing this coverage as requested from time to time. Notwithstanding the foregoing sentence, the parties agree and understand that the professional liability insurance requirement in this subsection 8 does not apply to students in "observation only" Learning Experiences.



9. To supply WellStar with appropriate forms to be used in evaluation of the performance of the assigned student.
10. To assure the student will function under the guidance of the designated WellStar personnel or a licensed professional (as the case may be).
11. No form of payment or remuneration will be provided by Educational Institution, WellStar or the preceptor/mentor/sponsor for the students' participation in the Learning Experience and student is responsible for all of his/her respective expenses.

WellStar agrees:

1. To designate WellStar personnel or a licensed professional who will be responsible for planning and implementation of the Learning Experience.
2. To provide WellStar personnel or licensed professional with time to plan and implement the Learning Experience including, when feasible, time to attend relevant meetings and conferences.
3. To provide the physical facilities and equipment necessary to conduct the Learning Experience being offered.
4. To advise the Educational Institution of any changes in its personnel, operation, or policies that may affect the Learning Experience.
5. To provide the assigned students, whenever possible, with use of study facilities and reasonable study and storage space.
6. To provide the assigned student with a copy of WellStar's existing pertinent rules, regulations and policies with which the student is expected to comply.
7. To evaluate the performance of the assigned student on a regular basis as agreed upon with Educational Institution using the evaluation form developed by the Educational Institutional (the completed evaluation will be forwarded to the Educational Institution within one (1) week following conclusion of the student's Learning Experience).
8. To advise the Educational Institutional by mid-assignment of any serious deficit noted in the ability of the assigned student to progress toward achievement of the stated objectives of the Learning Experience.
9. To have the right to terminate immediately any student whose health, behavior or performance is a detriment to patient well-being, WellStar, or to achievement of the stated objectives of the Learning Experience, or is otherwise not in the best interest to WellStar for the student(s) to continue in the Learning Experience, with contemporaneous or subsequent communication to the Educational Institution as the situation warrants.





10. To support continuing education and professional growth and development of those staff who are responsible for student supervision.

Additional Terms of Agreement:

1. This Agreement shall be effective when executed by both parties, and unless terminated sooner as provided herein, it shall remain in effect for a period of three (3) years. This Agreement may be renewed upon the mutual consent written consent of the parties.
2. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all previous agreements and understandings, either oral or written. This Agreement may only be modified in writing and signed by authorized representatives of both parties.
3. This Agreement may be terminated under any of the following conditions:
  - (i) by either party with or without cause at any time upon thirty (30) days prior written notice to the other party; provided, however, that such termination shall not be effective with respect to any student who is participating in a Learning Experience at WellStar on the date of such notice, until the end of the student's Learning Experience as previously scheduled; or
  - (ii) by both parties at any time with mutual written agreement; or
  - (iii) by either party immediately upon any breach of the Agreement by the other party. A WellStar participating facility may also terminate the participation of a student upon written notice if such facility determines, in its discretion, the health or safety of patients may be jeopardized by the continued participation of such student or the student fails to behave in accordance with WellStar's policies and procedures. If this Agreement is terminated pursuant to this paragraph, participation by the student in the current Learning Experience shall immediately cease.
4. This Agreement may not be assigned or transferred by either party without the prior written consent of the other party. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, executors, legal representatives, successors and permitted assigns.
5. If any provision is held invalid, illegal or unenforceable with respect to particular circumstances, the Agreement shall nevertheless remain in full force and effect in all other circumstances.
6. Waiver by a party of any breach or violation of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of violation hereof.
7. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.



8. WellStar reserves the right to cancel students' assignments should it become necessary to implement a WellStar Disaster Plan or as otherwise deemed necessary by WellStar for the protection of its patients or otherwise.
9. WellStar, its affiliates, their respective officers, trustees, employees, agents, and physicians on its medical staff do not assume liability for any death, injuries, or damage to the students unless caused by negligence or willful misconduct by an affiliate or its respective officers, trustees, employers, agents or physicians on its medical staff
10. WellStar and Educational Institution understand and agree that the Educational Institution and the students enrolled in the Learning Experience pursuant to this Agreement are at all times independent contractors of WellStar and are not agents, representatives or employees of WellStar. As independent contractors, the Educational Institution and students are responsible for their own actions and WellStar shall not be liable for the acts or omissions of the Educational Institution or its employees, agents, or students. WellStar disclaims any and all liability for how students enrolled in the Learning Experience are trained or for the Learning Experience.
11. This Agreement is non-exclusive and does not affect either party's ability to enter into a similar agreement with other persons or entities.
12. Whenever any notice, demand, or consent is required or permitted under this Agreement, such notice, demand, or consent shall be in writing and shall be deemed sufficiently given:
  - (i) on the day personally delivered; or
  - (ii) three (3) days after deposit in the US mail if mailed by registered or certified mail, return receipt requested, postage prepaid; or
  - (iii) on the day delivered if sent by recognized overnight courier service to the following addresses:

**Educational Institution:**  
Office of Legal Affairs  
Georgia State University  
P.O. Box 3987  
Atlanta, GA 30303-3987

**WellStar:**  
WellStar Health System, Inc.  
805 Sandy Plains Road  
Marietta, GA 30066



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under seal, by and through their duly authorized representatives, as of the day and year first above written.

**Educational Institution:**  
**THE BOARD OF REGENTS OF THE**  
**UNIVERSITY SYSTEM OF GEORGIA**  
**BY AND ON BEHALF OF**  
**GEORGIA STATE UNIVERSITY**

By: Risa Palm

Name: Risa Palm

Title: Provost

Date: 7-30-13

**WellStar:**  
**WELLSTAR HEALTH SYSTEM, INC.**

By: [Signature]

Name: DAVID ANDERSON

Title: EVP

Date: 8/27/13

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1/12/2011

LEGAL  
APPROVED  
TJC