

**PRUITTHEALTH INC
AND
GEORGIA STATE UNIVERSITY
CLINICAL LEARNING AGREEMENT**

This Clinical Learning Agreement is entered into this 1st day of September, 2021 (the “Effective Date”) by and between PruittHealth, Inc. (hereinafter 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 “College”).

I. PURPOSE:

The purpose of the Clinical Affiliation Agreement is to provide related instruction and practice as a part of the respective program designed to benefit the students in accomplishing their goals.

II. AFFILIATING AGREEMENT:

This is a mutual agreement between the administration of the Facility and the College that provides for the Facility to accept students in the nursing and allied health programs for faculty supervised clinical experience.

- A. Educational experiences will be provided by the College and the Facility without regard to race, creed, color, gender, national or ethnic origin, religion, disability, age, veteran status, or citizenship status (except in those circumstances permitted or mandated by law).
- B. The Facility will serve as a clinical laboratory and will furnish facilities for the students in such manner and at such time as the parties herein mutually agree.
- C. The Facility will not be required to provide free treatment for injuries to students or instructors which occur during clinical assignments. Students or instructors may request treatment at personal expense.
- D. The Facility will retain responsibility for the care of the patients and will maintain administrative and professional supervision of students, insofar as their presence affects the operation of the hospital and/or patient care.
- E. Clinical rotations will be planned by the faculty of the respective programs, in conjunction with the Facility’s representative, in order to meet requirements mandated by respective College, licensing/certification Board.
- F. It is understood and agreed to between the parties that these clinical rotations are designed to provide students with experience in the furtherance of their education and training and are academically oriented for their benefit. It is further understood that there is no contract of employment or promise of future employment implied by this contract. Neither students nor faculty will receive any remuneration for the time spent at the Facility.

- G. The College on its behalf accepts responsibility for its tortious acts to the extent allowed by law, and accepts responsibility for damages due to its own negligence or the negligence of its agents or employees while in the performance of their duties or assignments pursuant to this Agreement. Similarly, Facility on its behalf accepts responsibility for its tortious acts to the extent allowed by law, and accepts responsibility for and will indemnify, defend and hold College harmless as to any and all claims, loss, liability, demands, or damages due to its own negligence or the negligence of its agents or employees while in the performance of their duties or assignments pursuant to this “Agreement.”
- H. Students: The “students” are not nor shall they be considered to be “employees” of the Facility. In no event shall students represent themselves as agents, officers, servants, or employees of the Facility. Students thus will not be entitled to workers compensation benefits under the Facility’s coverage, or health care insurance under the plan provided by the Facility for its employees or other benefit programs of the Facility.
- I. The parties of the Agreement acknowledge that their relationship with respect to this Agreement is that of independent contractors. Neither party hereto has the right to act for or to take any action on behalf of or bind the other. Neither party has the right to act as agent for the other.

III. FACILITY AGREES TO:

- A. Provide a program of clinical experience for the students to engage in so as to benefit their knowledge of the respective program. Allow students the use of any clinical information available at the clinical site. The number of hours and experience may vary each year but will be mutually agreed upon with the College.
- B. Observe the following personnel policies:
 - 1. Students to observe the clinical hours/days mutually agreed upon with the College. Permit faculty and students to observe the College calendar for holidays and events.
 - 2. Students to be allowed to make up time lost due to unavoidable absences.
 - 3. Students shall wear the accepted uniform during clinical experience.
 - 4. Faculty employed by the College System will be under the full jurisdiction of the College administration.
- C. Make provision for orientation of faculty members of the College to the facilities, philosophies, and policies of the respective Facility.
- D. Assist in the orientation of the students to the Facility and clear channels of administration for the use of equipment and records as necessary for teaching purposes and in accordance with Facility policies.

- E. Except where stipulated by governing accrediting body, maintain student-to-staff ratio prior to student competency achievement for a given procedure that shall not exceed 1:1. Then provide indirect supervision for all procedures in which they have achieved and documented competency. For Radiation Therapy Program students, the 1:1 ration will be maintained during their entire clinical rotation.
- F. Provide conference space if available for examination critiques according to a mutually agreed upon schedule which will be provided prior to the beginning of each quarter.

IV. COLLEGE AGREES TO:

- A. Assure that students with unsatisfactory performance (grade less than C) in the classroom and/or clinical practicum will not be placed on clinical assignments.
- B. Provide specific written clinical behavioral objectives for the Facility staff prior to student rotation. Conferences will be scheduled with Facility staff during rotation to discuss student learning, student performance, and patient services.
- C. Submit a schedule with names of affiliating students at least two weeks prior to the affiliation date.
- D. Provide for all administrative functions required by the Facility necessary for smooth operation of the program (i.e. joint review of the use of clinical facilities).
- E. Require observance of Facility policies and procedures by the students and the faculty. The College agrees to inform all its participating students and faculty of the Facility's requirement that they abide by the rules and regulations set forth by the Joint Commission on the Accreditation of Health Care Organizations. (refer to attached Code of Conduct)
- F. Inform all its participating students of the Facility's requirement that each student has professional liability insurance in the amounts of onemillion per occurrence, three million per aggregate to cover their acts or omissions involving College students.
- G. Provide specific instructions for each student prior to arrival on the assigned clinical site. The student may be allowed to perform any procedure falling within the realm of his/her current level, according to his/her capability, and under supervision of the clinical instructor.
- H. Establish a procedure for notifying the Facility if a student is unable to attend a scheduled clinical experience for any reason. Advise student that any time missed from clinical experience as a result of absence will not be made up without prior approval from the Facility.

- I. Provide appropriate, written policy regarding remediation and/or penalization for violation of clinical instructional safety, clinical and/or confidentiality policies and procedures.
 - J. Familiarize the staff and students assigned to each Facility of the clinical competency system.
 - K. To schedule students clinical rotations at each Facility in accordance with recommendations of the advisory board.
 - L. Provide clinical instructors for nursing students in accordance with the required student-instructor ratio as mandated by the state licensing or certification agency or by the local Facility regulations.
 - M. The College faculty will meet regularly with the clinical instructor/supervisor and staff in order for them to maintain current knowledge of program, policies, procedures, and student progress.
 - N. Assure each student/instructor receives training in maintaining confidentiality of all medical, health, financial and social (including mental health) information pertaining to particular matters, clients or patients.
 - O. Inform all its participating students of the Facility's requirement that they submit to a physical exam before entering clinical practicum. Participating students will be informed that they may be required to provide documentation to the Facility upon request. To the extent allowed by law, Facility has the right to require participating students to submit to drug and alcohol testing. All cost for such testing will be incurred directly by the student.
 - P. Criminal Background Checks: College agrees to inform students of Facility's requirement that they submit to criminal background checks prior to participating in the clinical program.
- V. MUTUAL RESPONSIBILITIES OF BOTH PARTIES:**
- A. Provide each student with the opportunity for practice and experience as required by the established curriculum including supplies and equipment necessary for the proper performance of the clinical training of the student. Laboratory assignments will be scheduled during normal school days as patient volume permits.
 - B. The College will provide qualified clinical instructor(s)/supervisor(s) for the Nursing program and the Facility will provide qualified clinical instructor(s)/supervisor(s) for the Health Sciences programs having responsibilities for student instruction, supervision, and evaluations while they are in clinical in accordance with current essentials and guidelines.
 - C. Provide clinical practice on rotating basis with approved supervision with release time for student assigned to outside hours.

- D. Facility shall assure the College that the clinical environment conforms to the standards as defined by federal, state, and local regulation.
- E. Permit student parking in accordance with employee policies.
- F. Permit students to eat in hospital's cafeteria in accordance with employee policies where available.
- G. Provide job descriptions for clinical instructors in accordance with current essentials and guidelines.
- H. Permit release time for the clinical instruction in accordance with specific program standards of instructor/student ratio.

VI. STUDENT WITHDRAWAL:

- A. The Facility may request the College to withdraw any student whose work or conduct may have a detrimental effect on patients or personnel; and/or reserve the right not to accept any student who has previously been discharged by Facility for reasons which would make acceptance as an affiliate inexpedient.
- B. The College may request the withdrawal of any student whose progress, achievement, or adjustment does not justify continuance in the College education program.

VII. HIPAA COMPLIANCE:

College agrees to will inform all its participating students that they must maintain the confidentiality of patient information obtained during the clinical or instructional experience at the Hospital. All information obtained from patients, their records or computerized data is to be held in confidence and no copies of patient records shall be made by the participating students. School will inform participating students that they should not identify patients in papers, reports or case studies without first obtaining permission of the Hospital and the patient, utilizing the patient confidentiality policies and procedures of the Hospital. School shall inform each student that they must abide by the Hospital's policies regarding confidentiality and compliance with the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH ACT"), the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC § 1320d through d-8 ("HIPAA") and any current and future regulations promulgated under either the HITECH Act or HIPAA including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Parts 160, 162 and 164 (the "Federal Security Regulations") and the federal standards for electronic Transactions Regulations, all as may be amended from time to time, and all collectively referred to herein as "HIPAA Requirements."

- A. College agrees to provide training for health occupations students on policies and procedures regarding the federal laws HIPPA (Health Insurance Portability and Accountability) regulation. It is understood that students can be held personally accountable for any misuse of PHI (Protected Health Information).

VIII. INDEMNIFICATION: N/A

IX. CODE OF CONDUCT:

College agrees to inform all its participating students of Facility's requirement that they follow the Facility's Code of Conduct (attached hereto as Exhibit B) which indicates criteria set forth in the compliance plans established by the Office of Inspector General of the United States Department of Health and Human Services. College shall require all its participating students to be compliant with the applicable state and federal rules and regulations and to abide by the same legal and ethical guidance as is described in the Code of Conduct. College covenants that it performs Criminal Background and Exclusion Sanction Checks on all applicable employees upon hire and that it will not permit those employees having positive Criminal Background and Exclusion Sanction Checks upon hire to provide service to Facility. By executing this Agreement, College agrees to inform all its participating students of Facility's requirement that they abide by the Code of Conduct, inform all students and faculty that participate in this program of the Code of Conduct, and report any suspected violations of the Code of Conduct to the Compliance Hotline at 1-800-222-0321.

Unless exempt, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 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, 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, national origin, protected veteran status or disability. If applicable, the contractor and subcontractor shall also abide by the requirements 41 CFR § 61-300.10 regarding veterans' employment reports and 29 CFR Part 471, Appendix A to Subpart A regarding posting a notice of employee rights.

X. TERMS AND TERMINATION:

The term of this Agreement shall commence as of the Effective Date and shall continue thereafter for a period of one (1) year (the "Initial Term"). At the conclusion of the Initial Term, this Agreement shall automatically renew for successive one (1) year term (each, a "Renewal Term") unless terminated.

This Agreement may be terminated by either party with or without cause by giving sixty (60) days written notice to the other party.

If either party wishes to terminate this agreement, it is understood that students enrolled in the program shall be given the opportunity to complete the full program. This Agreement may be amended by giving thirty (30) days written notice signed by both parties of the Agreement.

XI. INSURANCE REQUIREMENTS:

At all times during the term of this Agreement, and all renewals and extensions thereof, the College will inform all its participating students of the Facility's requirement that they be covered by Medical Professional Liability Insurance in the amounts of \$1 million per occurrence/\$3million annual aggregate. College 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.).

School shall notify Facility of knowledge of any occurrence which may result in an adverse claim of any nature whatsoever and shall cooperate with Facility in the event any claim is filed with respect to services rendered by School pursuant to this Agreement.

In witness whereof, the parties by their duly authorized representatives have executed this Agreement as of the date first above written.


FACILITY:

PruittHealth, Inc.
1626 Jerugens Court
Norcross, GA 30093

COLLEGE:

The Board of Regents of the University
System of Georgia by and on behalf of
Georgia State University
75 Piedmont Ave Suite 1200
Atlanta, GA 30303

By: *Trupti Marshall*
 Trupti Marshall

By: 
 Wendy Hensel

Title: SVP Supply Chain Management

Title: Provost & Senior Vice President for Academic Affairs

Date: 09/28/2021

Date: 27 September 2021

COMPLIANCE WITH PRUITTHEALTH'S CODE OF CONDUCT

Supplier/Service Provider/Provider agrees at all times to provide services to and conduct all business with PruittHealth and any of its affiliates in compliance with PruittHealth's Code of Conduct.

The Prevention of Fraud, Waste, and Abuse. Supplier/Service Providers/Providers will comply with all federal and state laws that prohibit healthcare entities and their Supplier/Service Providers/Providers from knowingly submitting false claims for payment to government payers. Supplier/Service Providers will comply with federal and state laws that prohibit offering, soliciting, paying, or receiving any form of gift, payment, or remuneration (i.e., the transfer of anything of value, whether direct or indirect, in cash or in kind) for the purpose of inducing or rewarding the referral of patients for items or services reimbursable by government payers.

Gifts and Entertainment. Supplier/Service Providers/Providers agree to avoid situations that create the appearance of an improper influence – such as offering or accepting inducements in the form of gifts or entertainment – that could affect a policy, decision, or action of PruittHealth or its affiliates. Supplier/Service Providers will not offer, give, solicit, or receive any gifts related to the referral of any government healthcare program business if the value of such gift is greater than a nominal amount or is intended, or could be intended, to influence the referral of patients or other business that may be reimbursed by government healthcare programs.

Documentation and Records. Supplier/Service Providers/Providers agree that all documentation and records will be accurate and thorough. Documentation in our patients' clinical records will clearly and accurately paint the picture of the care that has been provided to them. PruittHealth has adopted, and our Supplier/Service Providers/Providers agree to implement and follow, a zero-tolerance policy for the falsification of any record, including without limitation, medical or clinical records, billing or financial records, payroll, contracts, expense reports, or receipts. Supplier/Service Providers/Providers will never share a unique password to any electronic system or use someone else's unique password to log-on to any electronic system. In addition, the use of signature stamps is strictly prohibited.

Privacy and Security of Patient Information. All patient information, including patient names, Social Security numbers, diagnoses, and treatment records, as well as any other data by which a patient could be identified, constitute "protected health information" or "PHI," as that term is defined by the Health Insurance Portability and Accountability Act or "HIPAA." Supplier/Service Providers/Providers agree to comply with all applicable HIPAA requirements related to the privacy and security of patient information.

OIG List of Excluded Individuals and Entities. Supplier/Service Providers/Providers agree not to employ or allow to work on any matters involving PruittHealth business any individual or entity that has been excluded from participation in government health programs by the Department of Health & Human Services Office of Inspector General.

Use of PruittHealth's Compliance Program. Supplier/Service Providers/Providers are responsible for reporting any activity that may violate applicable laws, regulations, or PruittHealth's Code of Conduct. Any concerns or suspicion that anything improper has occurred or may occur will immediately be brought to the attention of PruittHealth's Chief Compliance Officer, either directly (rgardner@pruitthealth.com, office: 678-533-6662) or through the Committed to Caring Hotline (1-800-222-0321). The Hotline is available 24 hours a day and serves as a resource to raise concerns and report suspected violations. Retribution against anyone who acts in good faith to report a real or potential violation of applicable law or this Code is strictly prohibited.

COVID-19 PROTOCOLS

I. FACILITY AGREES TO:

A. Provide students and faculty with a Health Care Center orientation that includes but not limited to:

- i. Welcome and introduction to Administrative and Clinical partners.
- ii. Tour of Health Care Center and introduction to assigned and/or other residents as appropriate
- iii. Core principle of COVID-19 Infection Preventions
 1. COVID-19 training transcript and testing form will be provided for students to complete. A copy of this will be maintained by Facility.
- iv. Hand washing and any other needed basic Infection Control procedures.
- v. Proper use of personal protective equipment (PPE)

B. Assure students and faculty sign in and out (Visitor Sign-In Record) each day at the designated location.

C. Assure students wear the required name badges while in the Facility

II. COLLEGE AGREES TO:

A. Assure that students and faculty are fully vaccinated for COVID-19 with proof of vaccination card.

B. Assure that students and faculty abide by the Infection Control practices of the center.

- i. Wear the correct personal protective equipment (PPE)
- ii. Abide by the Hand Washing protocol

C. Assure observance of this Exhibit by the students and faculty