

Memorandum of Understanding Between the Board of Regents of the University System of Georgia and the GHA: An Association of Hospitals and Health Systems

This is a Memorandum of Understanding on the part of the GHA: An Association of Hospitals and Health Systems by and on behalf of its members (a list of which is attached hereto and hereby incorporated by referenced as Exhibit "A") (hereinafter referred to respectively as the "Association" and the "Facility") and The Board of Regents of the University System of Georgia by and on behalf of its institutions (a list of which is attached hereto and hereby incorporated by reference as Exhibit "B") (hereinafter referred to respectively as the "Regents" and the "Institution"). The Facility and Institution shall be hereinafter jointly referred to as the "parties".

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 the Institution's students.
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. However, the understandings contained herein may be incorporated into and made a part of a subsequent agreement executed between the respective Institution and Facility in a form substantially similar to that which is attached hereto and hereby incorporated by reference as "Exhibit C (hereinafter referred to as the "Agreement").

b. GENERAL UNDERSTANDING:

1. The applied learning experience (hereinafter referred as the "A.L.E.") will be of such content, and cover such periods of time as may from time to time be mutually agreed upon by the Institution and the Facility. The starting and ending date for each A.L.E. shall be agreed upon at least one month before the A.L.E. commences. A.L.E. implementation at the Facility shall be subject to final approval by the Facility.
2. The number of students designated for participation in the A.L.E. will be mutually determined by agreement of the parties, and may at any

time be altered by mutual agreement. All student participants must be acceptable to both parties. Either the Facility or the Institution may withdraw any student from an A.L.E. at the Facility based upon a lack of competency on the part of the student, the student's failure to comply with the rules and policies of the Facility, or, for any other reason where either party reasonably believes that it is not in their best interest for the student to continue. Such party shall provide the other party and the student with immediate notice of the withdrawal and written reasons for the withdrawal.

3. There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, disability or veteran's status in either the selection of students for participation in the A.L.E., or as to any aspect of the A.L.E.; 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 A.L.E.

c. FACILITY RESPONSIBILITIES:

1. The Facility will retain responsibility for the care of its clients and patients and will maintain supervision of students insofar as their presence and A.L.E. assignments affect the operation of the Facility and its care, direct and indirect, of its clients and patients. No provision of this Relationship shall prevent any Facility client or patient from requesting not to be a teaching client or patient or prevent any member of the Facility medical staff from designating any client or patient as a non-teaching client or patient.
2. The Facility will provide adequate facilities for participating students in accordance with the A.L.E. program objectives and plan developed through cooperative planning by the Institution's departmental faculty and the Facility's staff. 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 the A.L.E. However, specific classroom, conference space and facility requirements may be set forth in the Agreement.
3. Facility staff shall upon request, assist the Institution 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 Institution 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 Institution. The Facility staff representative may be designated in the Agreement. Unless otherwise specified in the Agreement, any evaluation of students by the Facility shall relate only to general student participation in the A.L.E., and shall in 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 A.L.E.

4. The Facility shall provide for the orientation of both Institution faculty and participating students as to the philosophies, rules, regulations and policies of the Facility.
5. Subject to the Facility's overall supervisory responsibility for patient care, appropriately licensed Institution faculty members may provide such patient services at the Facility as may be necessary for teaching purposes. The nature and scope of activities of Institution 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 A.L.E. is so authorized, it must not be a substitute for adequate staffing at the Facility.
6. All medical or health care (emergency or otherwise) that an Institution student or faculty member receives at the Facility will be at the expense of the individual involved.

d. INSTITUTION RESPONSIBILITIES:

1. The Institution will use its best efforts to select students for participation in the A.L.E. who are prepared for effective participation in the training phase of their overall education. The Institution will retain ultimate responsibility for the education of its students.
2. Prior to the commencement of the A.L.E., the Institution 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 Institution will use its best efforts to see that the A.L.E.s at the Facility are conducted in such a manner as to enhance the resources available to the Facility for the providing of care to its clients and patients. Only those students who have satisfactorily completed the prerequisite courses of their curriculum will be selected for participation in an A.L.E., as specified in the curriculum course descriptions.
4. The Institution will not assign any faculty member to the Facility in connection with the operation of the A.L.E. who is not appropriately licensed or certified, and will make evidence of the licensure or certification of all its assigned faculty available to the Facility upon request. It is agreed that all Institution faculty are employees of the Institution, unless otherwise agreed upon in writing.
5. The Institution will inform all its participating students of the Facility's requirement that they must procure and maintain throughout the A.L.E. professional liability insurance in amounts, form, and by a carrier satisfactory to the Facility and the Institution, and covering their activities at the Facility, and to provide evidence of such insurance to the Facility prior to participation in any A.L.E. Institution 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 Institution will provide Worker's Compensation Insurance coverage for its participating faculty members. However, the Institution will not provide Worker's Compensation Insurance or other insurance coverage for its students. This paragraph will survive the termination of this MOU.
6. If required by the Facility, the institution will inform participating students and/or faculty members of the Facility's requirement that

the participating students and/or faculty member authorizes or consents to a criminal background check.

7. The Institution will encourage participating student and faculty compliance with the Facility's rules, regulations and procedures, and use its best efforts to keep students and faculty informed as to the same and any changes therein. Specifically, the Institution will keep each participating student and faculty member apprised of his or her responsibilities, including but not limited to the following:
 - a. To follow the administrative policies, standards and practices of the Facility when in the Facility.
 - b. To report to the Facility on time and to follow all established regulations of the Facility.
 - c. To keep in confidence all medical, health, financial and social (including mental health) information pertaining to particular clients or patients.
 - d. To not publish any material related to the A.L.E. that identifies or uses the name of the Institution, the Board of Regents of the University System of Georgia, the GHA: An Association of Hospitals and Health Systems, the Facility or its members, clients, students, faculty or staff, directly or indirectly, unless prior written permission is received from the Institution, the Board of Regents of the University System of Georgia, the GHA: An Association of Hospitals and Health Systems and the Facility. However, the Facility hereby grants to the Institution the right to publish Institution administrative materials such as catalogs, course syllabi, A.L.E. reports, etc. that identify or uses the name of the GHA: An Association of Hospitals and Health Systems, the Facility or its members, staff, directly or indirectly.
 - e. To comply with all federal, state and local laws regarding the use, possession, manufacture or distribution of alcohol and controlled substances.
 - f. To follow Centers for Disease Control and Prevention (C.D.C.) Universal Precautions for Bloodborne Pathogens, C.D.C.

Guidelines for Tuberculosis Infection Control, and
Occupational Safety and Health Administration (O.S.H.A.)
Respiratory Protection Standard.

- g. To arrange for and be solely responsible for living accommodations while at the Facility.
 - h. To conform to established standards and practices while training at the Facility.
 - i. To provide the necessary and appropriate uniforms and supplies required where not provided by the Facility.
 - j. To wear a name tag that clearly identifies him/her as a student or faculty member.
 - k. To sign a written agreement obligating the student or faculty member to observe all rules and policies established by the Facility, to maintain the confidentiality of patient information, and to refrain from publishing any material related to the A.L.E. that identifies or uses of the name of the Board of Regents, the Institution, the GHA: An Association of Hospitals and Health Systems or the Facility, directly or indirectly, or uses the name of the Facility, without first obtaining written approval. Subject to the right to publish set forth in section d above.
8. The Institution will require all student participants at the time of enrollment in the A.L.E., and as necessary and appropriate during the period of participation, to undergo a health examination, as will be necessary to determine that they are free from any infectious or contagious diseases, and are able to perform their activities in the A.L.E. in order to ensure that students do not pose a direct threat to the health or safety of others, which may include TB, PPD test or chest x-ray, hepatitis-B core antibody test, and Rubella, measles and mumps tests or documentation of immunization. At the option of the Facility, such health examinations may be performed by the Facility, at the sole expense of the student participants. Any medical or health care (emergency or otherwise) that may be received by an Institution student or faculty member at the Facility in the course of the A.L.E. shall be at the sole expense of the individual recipient of such care; provided that nothing herein shall require the Facility to provide any

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 A.L.E. at the Facility. The Facility has the right, at any time, to request health status reports on student and faculty participants, to the extent allowed by applicable law. Moreover, 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 Institution agrees, to the extent allowed by law, to send the student's and/or faculty member's health records within two (2) business days of the receipt of a written request by the Facility for such health records.

9. The Institution 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.
10. The Institution will assign faculty/staff representative(s) as liaison(s) between the Facility and the Institution. The Institution faculty/staff representative(s) will be designated in the Agreement.

e. MUTUAL RESPONSIBILITIES:

1. The parties will work together to maintain an environment of quality learning experiences for the Institution's student(s), while at the same time enhancing the resources available to the Facility for the providing of care to its clients and patients. At the request of either party, a meeting or conference will be held between Institution and Facility representatives to resolve any problems or develop any improvements in the operation of the A.L.E.
2. This working relationship and affiliation shall be reviewed annually by the parties. This Memorandum of Understanding 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 to the other party, but any students currently in an A.L.E. may complete that A.L.E.
3. The Institution and the Facility acknowledge and agree that neither party shall be responsible for any loss, injury or other damage to the

person or property of any student or faculty member participating in the A.L.E. unless such loss, injury or damage results from the negligence or wilful conduct of that party, its agents, officers or employees.

4. 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 interests for any party or person other than Facility and the Institution; without limiting the generality of the foregoing, no rights are intended to be created for any patient, student, parent or guardian of any student, spouse, next of kin, employer or prospective employer of any student.
5. Neither party is an agent, employee or servant of the other. The Regents, Institution, Association and the Facility acknowledge and agree that student participants in the A.L.E. are not employees of the Regents, Institution, Association 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, Institution, Association or the Facility.
6. Facility and Institution acknowledge that protection of participants in the A.L.E. from exposure to bloodborne pathogens is the joint concern of Facility, Institution 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 A.L.E. 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. Institution 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. In the event of an exposure, to the extent allowed by law, the Institution will be responsible for offering appropriate testing to the affected participant, providing appropriate medical care and counseling, and record-keeping. 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 Institution and participant.

7. This Memorandum of Understanding shall be governed by, construed and applied in accordance with the laws of the State of Georgia.
8. This Memorandum of Understanding shall supersede any and all previously executed Memoranda of Understanding between the parties for applied learning experiences.

AGREED TO BY:

THE BOARD OF REGENTS OF THE
UNIVERSITY SYSTEM OF GEORGIA
BY AND ON BEHALF OF ITS INSTITUTIONS

Signed:

Stephen R. Portch
Chancellor
Date: July 29, 1999

THE GHA: AN ASSOCIATION OF HOSPITALS
AND HEALTH SYSTEMS BY AND ON BEHALF
OF ITS MEMBERS

Signed:

Joseph A. Parker
President
Date: July 29, 1999