

**CLINICAL TRAINING AFFILIATION AGREEMENT
BETWEEN
MOREHOUSE SCHOOL OF MEDICINE AND
FULTON COUNTY, GA**

This agreement ("Agreement") is made as of _____ ("Effective Date") between Morehouse School of Medicine, a Georgia non-profit institution, by and through its School of Medicine, with an office at 720 Westview Drive Atlanta, GA 30310 ("School") and Fulton County, GA, a political subdivision of the State of Georgia on behalf of the Fulton County Medical Examiner, with an office at 430 Pryor St. Atlanta, GA 30312 ("Facility").

- A. PURPOSE.** The purpose of this Agreement is to guide and direct the parties respecting their affiliation to provide clinical education experiences ("Education Experience") at the Facility for students who are enrolled in the M.D. Degree program.
- B. TERM AND TERMINATION.** Unless sooner cancelled as provided below, the term of this Agreement will be five (5) years, commencing on the Effective Date. This Agreement may be renewed by mutual written consent of the parties. It also may be cancelled at any time by either party upon not less than thirty (30) days written notice, provided that all Students currently enrolled or participating in an Education Experience at Facility at the time of such notice of termination shall be given the opportunity to continue such participation and the parties shall continue to perform under the terms hereof with regard to the Students, until the sooner of each Student's individual completion of the Education Experience or six (6) months from the date of the notice of termination.

C. GENERAL UNDERSTANDING

- 1) Education Experience. The Education Experience to be provided will be of such content and cover such periods of time as may be mutually agreed upon by School and Facility, from time to time. The starting and ending date for each Education Experience will be agreed upon before the program begins.
- 2) Student Participants. The number of Students designated for participation in an Education Experience will be determined by mutual agreement of School and Facility and may at any time be altered by mutual agreement. All Students must be acceptable to both parties, and either party may withdraw any Student from an Education Experience based upon perceived lack of competency on the part of the Student, the Student's failure to comply with the rules and policies of Facility, or for any other reason that causes either party to reasonably believe that it is not in the best interest of the party for the student to continue.
- 3) Non-Discrimination. To the extent applicable, both parties shall abide by the requirements of the United States Code of Federal Regulations - 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. In addition, the parties agree that, in fulfilling their respective obligations and duties under this Agreement, they shall not discriminate against any individual or group on the basis of race, religion, age, sex, national origin, citizenship, disability, sexual orientation, genetic information, or veterans/national guard/military reserve status.

D. SCHOOL'S RESPONSIBILITIES

- 1) Faculty Liaison. School shall assign appropriate faculty representatives from each of School's programs who shall be responsible for medical student teaching and shall assign a faculty member as liaison between School and Facility.
- 2) Student Selection; Responsibility of Academic Affairs. School shall use its best efforts to select Students for participation in the Education Experience who are prepared for effective participation in the clinical training phase of their education. Only Students who have satisfactorily completed the prerequisite didactic portion of

their curriculum will be selected for participation in the Education Experience. School will retain ultimate responsibility for academic affairs, the education and evaluation of Students, and the assurance of Student and faculty access to appropriate academic resources for Student education.

- 3) Student Compliance. School shall inform Students that they shall be required to comply with Facility's rules, regulations and procedures, and shall use its best efforts to keep Students informed as to the same and any changes therein of which School is made aware. Specifically, School shall keep each Student apprised of his or her responsibilities, including but not limited to the following:
 - a) To wear a name tag that clearly identifies him/her as a Student.
 - b) To report to Facility on time and to follow all rules and regulations of Facility.
 - c) To obtain the necessary and appropriate uniforms and supplies required where not provided by Facility.
 - d) To follow the administrative policies, standards and practices of Facility when in Facility.
 - e) To comply with federal and state laws, including but not limited to the Health Insurance Portability and Accountability Act of 1996 and the federal regulations issued thereunder (collectively "HIPAA"), regarding the confidentiality of all medical, health, financial and social information (including mental health) pertaining to particular clients or patients.
 - f) To refrain from publishing any material related to the clinical education experience that identifies Facility or its patients or staff, directly or indirectly, or uses the name of Facility, without first obtaining written approval from Facility.
 - g) To comply with all federal, state and local laws regarding the use, possession, manufacture or distribution of alcohol and controlled substances.
 - h) 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 Standards.
- 4) Vaccinations
 - a) School shall require each Student to maintain proof of a current TB test, the results of which will be made available to Facility upon request. School shall advise each Student and faculty member that any expenses resulting from illness or injury occurring during his/her experience at Facility may be the responsibility of that individual and shall inform all Students and faculty of the need to maintain health insurance.
 - b) School shall require each Student to provide documentation of the fact that he or she has been appropriately vaccinated against influenza, measles, mumps and rubella (MMR); has satisfactorily proven immunity to these diseases, according to current CDC guidelines; or is unable, for bona fide medical reasons, to receive such vaccinations.
 - c) School shall require each Student to provide documentation of the fact that he or she: (1) has received the complete hepatitis B vaccination series; or (2) has begun the hepatitis B vaccine series and will complete the full series before the end of clinical training; or (3) has satisfactorily proven immunity to hepatitis B through antibody testing; or (4) is unable, for bona fide medical reasons to receive such vaccination.
- 5) Student Accommodations. School and Facility acknowledge that it is the sole responsibility of each Student to arrange for the Student's living accommodations while participating in the Education Experience at Facility.
- 6) School Insurance. School shall secure and maintain at all times during the term of this Agreement, at its sole expense, appropriate general and professional liability insurance coverage in amounts of at least \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate with insurance carriers or self-insurance programs covering itself. Should any of the insurance policies be written on a claims-made basis, insurance requirements shall survive the expiration of this Agreement and extended coverage shall be afforded for at least two (2) years after the expiration of this Agreement. School shall make reasonable business efforts to provide written notice to Facility of any material changes in the above-referenced insurance coverage. Facility

shall have a right to terminate this Agreement in the event of changes in School's insurance that are unacceptable.

- 7) Indemnification. School shall indemnify, defend and hold harmless Facility, its officers, directors, and employees (the "Indemnified Parties") against: (i) any and all liability arising out of School's failure to comply with the terms of this Agreement; and (ii) any and all costs and expenses, including reasonable legal fees and expenses, incurred by or on behalf of Indemnified Parties in connection with School's failure to so comply. Notwithstanding the foregoing, the Indemnified Parties reserve the right to choose their legal counsel to represent them for any purpose including investigation and/or litigation of any claim or potential claim made against them. This provision shall survive termination or expiration of this Agreement.

E. FACILITY'S RESPONSIBILITIES

- 1) Facility Liaison. Facility will assign a staff representative as liaison between Facility and School.
- 2) Coordination and Supervision. Facility shall appoint a qualified Facility employee who will be responsible for coordinating and supervising the Education Experiences of the Students at Facility.
- 3) Patient Care. Facility will retain responsibility for the care of patients and will maintain sole administrative and professional supervision of Students insofar as their presence and Education Experiences affect the operation of Facility and its care, direct and indirect, of patients.
- 4) Use of Facilities. Facility will provide adequate clinical facilities for Students in accordance with the clinical objectives developed through cooperative planning by School faculty and Facility staff. Facility shall permit Students to use the facilities and resources of the Facility when available, such as libraries, lounges, conference rooms, and audio-visual and other teaching equipment, consistent with the policies and procedures of the Facility.
- 5) Evaluation. Facility staff will, upon request, assist School in the evaluation of the learning and performance of Students, provided the Student has signed a consent to the exchange of educational information in accordance with the Family Educational Rights and Privacy Act of 1974, as amended. Although School shall retain all required consents, Facility will have the right to rely on such consents and to obtain copies of such consents upon request. Any evaluation of Students by Facility will relate only to the general Student participation in the Education Experience and will in no way be construed as a certification by Facility as to the competence of any Student or a representation by Facility of any Student's ability or competence in connection with the practical implementation of any knowledge gained through the Education Experience.
- 6) Student Information. Facility acknowledges that the information provided by School, or others on behalf of School, that directly relates to any Student, including academic information, professional information (e.g., licenses obtained, suspension, revocation); training and/or certifications; health information; and the results of any criminal background check and/or drug testing/treatment information, hereinafter ("Student information") is protected by the Family Educational Rights and Privacy Act (FERPA). Facility agrees that it (1) will protect the confidentiality of Student information; (2) will not use Student information for any purpose other than to carry out the purposes of this Agreement; and (3) will not disclose Student information except to individuals within its organization who have a legitimate need to know Student information.
- 7) Orientation. As necessary for the purposes of the Education Experience, Facility will provide the orientation to the School faculty representative(s) and Students as to the Facility, philosophies, rules, regulations and policies of Facility.
- 8) Emergency Care. Facility agrees to comply with applicable state and federal workplace safety laws and regulations. Facility will provide emergency health care to Students who become ill or injured while at Facility. In the event a student is exposed to an infectious or environmental hazard or other occupational

injury (e.g., needle stick) while at Facility, upon notice of such incident from the student, Facility will provide such emergency care as required, including, where applicable: examination and evaluation by Facility's emergency department or other appropriate facility as soon as possible after the injury; emergency medical care immediately following the injury as necessary; initiation of the HBV, Hepatitis C (HCV), and/or HIV protocol as necessary; and HIV counseling and appropriate testing as necessary. In the event that Facility does not have the resources to provide such emergency care, Facility will refer such Student to the nearest emergency facility. Facility agrees to promptly notify School of the student injury. Facility shall bear no financial responsibility for any charges generated from such event and the cost of treatment provided pursuant to this section will be the responsibility of the Student.

- 9) Protective Equipment and Safety. Facility will make available to Students and faculty (if present) for use within 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 Student's training in the Education Experience. Facility will address appropriate security and personal safety measures for Students and faculty (if present) in all locations where instruction occurs.
- 10) Licensure. Facility shall maintain health facility licensure as required by applicable law and meet criteria for accreditation as established by the Joint Commission on Accreditation of Healthcare Organizations or other appropriate accrediting agency.
- 11) Facility Insurance. Facility shall secure and maintain at all times during the term of this Agreement, at its sole expense, appropriate general and professional liability insurance coverage in amounts of at least \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate with insurance carriers or self-insurance programs covering itself, its employees, and Students. Facility shall make reasonable business efforts to provide written notice to School of any material changes in the above-referenced insurance coverage. School shall have a right to terminate this Agreement in the event of changes in Facility's insurance that are unacceptable.

F. MUTUAL RESPONSIBILITIES; MISCELLANEOUS

- 1) Education Experience Environment. The parties shall work together to maintain an environment of quality clinical learning experiences and quality patient care. At the request of either party, a meeting or conference will be held between representatives of Facility and School to resolve any problems or develop any improvements in the operation of the Education Experience(s).
- 2) HIPAA. Before Students begin an Education Experience at Facility, School shall provide the Students with basic training regarding confidentiality of protected health information under the HIPAA, and Facility shall provide Students with specific training in Facility's HIPAA policies upon Student's arrival at Facility. For purposes of HIPAA, School and Facility acknowledge that School's faculty and Students are part of Facility's "work force", as defined in the HIPAA Privacy Regulations at 45 C.F.R. 160.103, and as such, no Business Associate agreement is required between School and Facility.
- 3) Excluded Provider. Each party represents and warrants to the other that it (i) is not currently excluded, debarred, or otherwise ineligible to participate in the federal health care programs as defined in 42 U.S.C. §1320a-7b(f) (the "federal health care programs"); (ii) is not convicted of a criminal offense related to the provision of health care items or services and has not been excluded, debarred or otherwise declared ineligible to participate in the federal health care programs; and, (iii) is not under investigation or otherwise aware of any circumstances that may result in it being excluded from participation in the federal health care programs. This shall be an ongoing representation and warranty during the term of the Agreement. Either party shall immediately notify the other of any change in the status of the representation and warranty set forth in this section. Any breach of this section shall give the other party the right to terminate the Agreement immediately for cause.

- 4) **Indemnification.** School shall indemnify, defend and hold harmless Facility, its officers, directors, and employees (the “Indemnified Parties”) against: (i) any and all liability arising out of School’s failure to comply with the terms of this Agreement; and (ii) any and all costs and expenses, including reasonable legal fees and expenses, incurred by or on behalf of Indemnified Parties in connection with School’s failure to so comply. Notwithstanding the foregoing, the Indemnified Parties reserve the right to choose their legal counsel to represent them for any purpose including investigation and/or litigation of any claim or potential claim made against them. This provision shall survive termination or expiration of this Agreement.
- 5) **No Third-Party Beneficiary.** This relationship is intended solely for the mutual benefit of the parties, and there is no intention, express or otherwise, to create any rights or interests for any party or person other than School and Facility. Without limiting the generality of the foregoing, no rights are intended to be created for any Student, faculty member, or patient, or spouse, next of kin, employer or prospective employer of any Student, faculty member or patient.
- 6) **Notices.** Any notices or other communication required or allowed under this Agreement shall be in writing and will be deemed sufficiently given if personally delivered or sent by registered or certified mail, postage prepaid, addressed or delivered as follows:

If to School

Morehouse School of Medicine
720 Westview Drive
Atlanta, GA 30310

If to Facility

Fulton County Medical Examiner’s Office
430 Pryor Street
Atlanta, Georgia 30312

With a Copy to

County Manager’s Office
Fulton County
141 Pryor Street, SW
Atlanta, Georgia 30303

Any party may change its notice address by giving notice to the other party in conformance herewith. Any notice shall be deemed to have been given, if mailed, as of the date mailed, and, if personally delivered, as of the date delivered.

- 7) **Amendments.** This Agreement may be modified or amended only by mutual consent of the parties, provided any and all modifications or amendments shall be in writing and signed by authorized representatives of the parties.
- 8) **Assignment.** Neither party may assign this Agreement without the prior written approval of the other party. Any attempted assignment shall be void and of no effect if not in accordance with this provision.
- 9) **No Waiver.** No waiver of any term or provision of this Agreement shall be effective unless in writing and signed by the party to be charged. No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting regarding any breach of any provision of this Agreement shall be construed to be a waiver of such breach.
- 10) **Severability.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, the legality, validity and enforceability of the remaining provisions shall not be affected thereby.
- 11) **Entire Agreement.** This Agreement and all exhibits and attachments hereto constitutes the entire agreement of the parties with respect to the subject matter hereof.

- 12) Non-exclusivity. This Agreement is non-exclusive and does not affect either party's ability to enter into a similar agreement with other parties.
- 13) Governing Law. This Agreement, and any claim, action, suit, proceeding or dispute arising out of or in connection with this Agreement, shall in all respects be governed by, and interpreted in accordance with, the substantive laws of the State of Georgia, without regard to the conflicts of laws provision thereof. Any action or proceeding brought by either party to enforce its rights under this Agreement shall be brought exclusively in any state or superior court of competent jurisdiction located in the County of Fulton, State of Georgia, USA or in federal court in the Northern District of Georgia.
- 14) No Joint Venture or Partnership. At all times during the term of this Agreement, the relationship between Facility and School with respect to the subject matter hereof will be that of two independent entities contracting with each other at arms-length, and no joint venture, partnership or other joint enterprise will be deemed to result from this Agreement. School and Facility are and at all times shall remain independent and autonomous with respect to their obligations under this Agreement.
- 15) Delay or Non-Performance. Neither party shall be liable for any failure, inability or delay to perform hereunder, if such failure, inability or delay is due to any cause beyond the reasonable control of the party so failing and due diligence is used in curing such cause and in resuming performance.
- 16) Successors and Assigns. Agreement shall be binding upon, and shall inure to the benefit of, the parties and their respective successors and permitted assigns.
- 17) Authority. Each party represents and warrants that it has the full power and authority to enter into this Agreement, to consummate the transactions contemplated to be consummated hereby, and to perform the obligations hereunder. This Agreement has been duly executed and delivered and constitutes each party's valid and binding obligation, enforceable in accordance with its terms.
- 18) Judicial Interpretation. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of both parties have participated in the preparation hereof.
- 19) Counterparts. The parties may execute this Agreement in counterparts, including facsimile, PDF, and other electronic copies, which taken together will constitute one instrument.

Signature Page to Agreement Concerning Affiliation for Clinical Education

IN WITNESS WHEREOF, the parties hereto, through their authorized representatives, have affixed their signatures below.

Morehouse School of Medicine

By:

Name:

Title:

Date

For Fulton County

Attest:

Robert L. Pitts, Chairman
Board of Commissioners

Tonya R. Grier
Clerk to the Commission

(Seal)

Approved as to Content:

Approved as to Form:

Karen E. Sullivan, MD
Chief Medical Examiner

Office of the County Attorney