

**AFFILIATION AGREEMENT
FOR CLINICAL TRAINING OF PARAMEDIC
TRAINEES AT DEKALB MEDICAL CENTER**

This Affiliation Agreement (“Agreement”) is between **DEKALB MEDICAL CENTER, INC. (“DMC”) d/b/a Emory Decatur Hospital and Emory Hillandale Hospital** (hereinafter referred as “Emory”) and **DEKALB COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as the “County” by and on behalf of the DeKalb County Fire Rescue Department (“DCFRD”).

A. PURPOSE:

- 1) The purpose of this Agreement is to guide and direct the parties respecting their affiliation to provide high quality clinical learning experiences for full time, sworn in employees of the DeKalb Fire Rescue Department. (“DCFRD Trainees” or “Trainees”) in DeKalb County’s Paramedic Fire Rescue education program. Emory wishes to cooperate with the County in the development of clinical settings for Trainees to be located at Emory Decatur Hospital and Emory Hillandale Hospital.
- 2) Neither party intends for this Agreement to alter in any way the County’s or the DCFRD’s respective legal rights, or their legal obligations to the DCFRD Trainees and DCFRD instructors assigned to Emory, or to any third party.

B. GENERAL UNDERSTANDING:

- 1) The clinical education experiences to be provided will be of such content, and cover such periods of time, as may from time to time be mutually agreed upon by the County and Emory. The starting and ending date for each program will be agreed upon before the program begins but will be subject to the final approval of Emory.
- 2) The parties will limit the DCFRD Trainees to the following rotational areas within the hospital: (a) Cath labs; (b) Critical care ICU/CCU; (c) Emergency department (including emergency department triage and emergency department psychiatry, if offered); (d) Labor and delivery; and (e) General surgical operating suite. Some of the rotational areas as staffed in whole or in part by Non-Employed Medical Staff. “Non-Employed Medical Staff” means persons on the medical staff of Emory Decatur Hospital and/or Emory Hillandale Hospital who are not employed by Emory Healthcare, Inc., The Emory Clinic, Inc., or Emory Specialty Associates, LLC. Emory will make a good faith effort to coordinate with and request the participation of Non-Employed Medical Staff with respect to the training contemplated by this Agreement for rotational areas where Emory and its affiliates have no or insufficient employed providers to participate. However, nothing in this Agreement contractually obligates the participation of Non-Employed Medical Staff, and Emory does not promise or guarantee the participation of any Non-Employed Medical Staff. If at any time for any rotational area(s) Emory has not

been able to identify after reasonable attempts Non-Employed Medical Staff who are willing to participate, and Emory and its affiliates have insufficient employed medical staff members to meet the rotational training needs, then such rotational area shall be excluded from the trainings contemplated by this Agreement and Emory will not be considered to have violated this Agreement.

- 3) Any patient or patient's representative may request, verbally or in writing, that DCFRD Trainees and personnel refrain observing and/or participating in any care or discussions related to that patient. The parties will comply with all such requests.
- 4) The number of DCFRD Trainees designated for participation in a clinical education program will be mutually determined by agreement of the parties and may at any time be altered by mutual agreement, but in no event will be greater than fifteen (15) DCFRD Trainees at any given time. All DCFRD Trainees must be acceptable to both parties, and either party, may withdraw or otherwise remove any DCFRD Trainee from a program based upon perceived lack of competency on the part of the DCFRD Trainee, the DCFRD Trainee's failure to comply with the rules and policies of Emory or the County, or for any other reason that causes either party to reasonably believe that it is not in the best interest of the program or not in the best interest of Emory for the DCFRD Trainee to continue. These reasons also include, without limitation:
 - a. Criminal or fraudulent activity;
 - b. in the reasonable discretion of a party the acts or omissions of the DCFRD Trainee, or aggregation of various acts and omissions, are determined to pose a risk to the safety of patients, staff, or visitors at Emory, a risk to or unreasonable interference with business operations of or reputation of Emory, or a risk or unreasonable interference with the clinical care provided at Emory; and
 - c. Failure to comply with the terms and conditions of this Agreement.
- 5) Unless sooner cancelled as provided below, the term of this Agreement will commence on _____, **2025** and will end on _____, **2026**. In the event that the County fails to achieve accreditation from Commission on Accreditation of Allied Health Education Programs (CAAHEP), within one (1) year of the commencement date, the Agreement will immediately terminate. The Agreement may be cancelled and terminated at any time by either party upon not less than thirty (30) days written notice. The County shall have no option or right to further renew or extend the term of the Agreement, but this does not preclude the parties from mutually agreeing, in writing, to renew or extend the term of this Agreement.

C. EMORY RESPONSIBILITIES:

- 1) Emory will assign a staff representative as liaison between Emory and the County (the “Emory Liaison”).
- 2) Emory will retain responsibility for the care of patients and will maintain administrative and professional supervision of Trainees insofar as their presence and program assignments affect the operation of Emory and its care, direct and indirect, of patients. Emory’s supervision of Trainees does not alleviate the County or DCFRD or their personnel from being responsible for oversight and management and additional supervision of Trainees.
- 3) Emory will provide access to its clinical facilities for participating DCFRD Trainees in accordance with the clinical objectives developed through cooperative planning by the DCFRD’s Instructor and Emory’s staff.
- 4) Emory shall make available to Trainees, as appropriate for the DCFRD Trainees participation in the clinical program, all personal protective equipment, including gloves, gowns, masks, and other supplies necessary to comply with the Centers for Disease Control Universal Precautions for Blood-borne Pathogens.
- 5) Emory will use reasonable efforts to make conference space and classrooms available as may be necessary for teaching and planning activities in connection with clinical programming.
- 6) Emory staff will, upon request, assist the County in the evaluation of the learning and performance of participating Trainees. Any evaluation of DCFRD Trainees by Emory will relate only to the general DCFRD Trainee participation in the clinical education activities at Emory and will in no way be construed as a certification by Emory as to the competence of any Trainee, a representation by Emory of any DCFRD Trainee’s ability or competence in connection with the practical implementation of any knowledge gained through the program, or an approval that any DCFRD Trainee passed any educational course or training that was not conducted at Emory by Emory staff or medical staff.
- 7) Emory will provide the orientation of the County’s instructors, if applicable, and DCFRD Trainees as to Emory and the facilities, philosophies, rules, regulations and policies.
 - a. County’s instructors will be required to complete all orientation activities.
 - b. County’s instructors will be responsible to ensure that each DCFRD Trainee completes all orientation activities.
 - c. DCFRD Trainee’s and County’s instructors and other personnel shall complete and comply with, at Emory’s request, all vendor registration requirements for onsite presence at Emory, if necessary, including without limitation vaccination requirements, health screening requirements, and badge/identification requirements.

- 8) All medical or health care (emergency or otherwise) that a DCFRD Trainee or County instructors receives at Emory will be at the expense of the individual involved. However, nothing in this Agreement will be deemed to require Emory to provide any such care.
- 9) Emory expressly reserves the right to immediately suspend and remove from any of its facilities any of County's instructors or other personnel or DCFRD Trainees who fail to obey Emory's policies, rules, regulations and procedures or whenever, in the judgment of Emory, such removal shall serve the best interests of Emory and its patients.

D. COUNTY RESPONSIBILITIES:

- 1) County shall provide an administrative framework and shall appoint its qualified employees (such employees of County may sometimes be referred to herein as "instructors", "on-site instructors", "personnel", "staff", and/or "staff member(s)") adequate in number, qualifications and competence to develop and carry forward its courses in the programs. County shall also be responsible for planning and implementing the clinical learning program by selection, counseling and evaluation of its instructor, personnel and DCFRD Trainees. The name and contact information for said representative(s) will be provided to Emory or Emory's designee(s) prior to the start of the clinical learning experience.
- 2) County shall provide a supervisory staff member whose responsibility shall be to:
(a) coordinate the clinical experience of all clinical learning experiences; (b) verify DCFRD Trainees completion of Emory approved orientation requirements; (c) facilitate the adequate exchange of information between County Instructor and Emory staff; (d) communicate changes in Emory policies and programs to County and to all Trainees; (e) communicate educational standards and requirements applicable to the learning experience; (f) communicate and acknowledge in writing any DCFRD Trainees incidents that may arise at Emory including, but not limited to, unprofessional behavior and license-related issues; and (g) if applicable, assure that any County instructors who provide in-person supervision of DCFRD Trainees at Emory complete all insurance, vaccination and orientation requirements.
- 3). County shall arrange for qualified employees or staff members of County ("Supervising Instructor") to assume the responsibility of on-site clinical supervision of its DCFRD Trainees while such DCFRD Trainees are rotating at an Emory facility. Such Supervising Instructor shall be onsite at all times at the applicable Emory facility while DCFRD Trainees are onsite. Supervising Instructor shall be employed by or contracted with the County, shall be in good standing with the County, and shall have the appropriate licensure and credentials applicable to the program in which the DCFRD Trainees shall be supervised. It is expressly agreed and understood between the parties that those Supervising Instructor and/or staff members of the County shall not be considered an employee, agent, or

representative of Emory and shall not obligate Emory to insure, defend, or indemnify any such Supervising Instructor. The County will assign Supervising Instructor to Emory facility locations to supervise or evaluate the DCFRD Trainees; no instructors of the County will render patient care at Emory unless specifically authorized in advance by Emory. If Supervising Instructor participation in patient care is so authorized, it may be rendered only as necessary for teaching purposes and is subject to any conditions imposed by Emory in its sole discretion.

- 4). The educational programs and maintenance of the standards of instruction required for accreditation shall be the sole responsibility of the County.
- 5). The County shall ensure that each DCFRD Trainees selected for clinical training at Emory will have received a high school diploma or GED and is currently in good standing with the County program. The County shall use its best efforts to select DCFRD Trainees for participation in the clinical training program who are prepared for effective participation in the clinical training phase of their education. Only DCFRD Trainees who have satisfactorily completed the prerequisite didactic and classroom simulation clinical education portion of their curriculum will be selected by the County for participation in the program. County shall provide course objectives/ competencies to the facility hosting the rotation prior to the commencement of said rotation. The County will retain ultimate responsibility for the education of its DCFRD Trainees.
- 6). The County shall ensure and provide documentation that all DCFRD Trainees and Supervising Instructor shall meet and comply with all applicable health assessment standards as established by any applicable governmental authority and Emory policy for each clinical program area (“Health Standards”) prior to commencement of a clinical training program and at no cost to Emory. Emory shall have the right to terminate the Agreement or remove or terminate any DCFRD Trainees or on-site Instructor for failure to comply with the Health Standards or if the DCFRD Trainees or Instructor’s health status is detrimental to or threatens the health and/or safety of Emory patients or staff as determined by Emory. Health Standards are further described in **“Exhibit A”**, attached hereto and incorporated herein by reference. Emory may revise the Health Standards by providing written notice to the County. Proof of compliance with Health Standards shall be provided to Emory by County and uploaded to Emory’s preferred trainee tracking system and maintained per Emory document retention policy. The County shall advise each DCFRD Trainee and Instructor member that any expenses resulting from illness or injury occurring during his/her experience at Emory are the responsibility of that individual and shall require all DCFRD Trainees to obtain health/accident insurance. The County shall provide health/accident insurance coverage for Instructor members or require Instructor members to obtain such insurance. Evidence of health/accident insurance coverage must be provided to Emory before the DCFRD Trainees and Instructor members arrive at Emory.

- 7). The County shall require any DCFRD Trainees, Supervising Instructor, or any other on-site instructor(s) to notify Emory if within thirty (30) days prior to starting the clinical learning experience, they have: i) traveled to another country; or ii) had any contact or exposure to an individual who is ill and has traveled in another country.
- 8). The County shall not allow any DCFRD Trainees or instructor to participate in a clinical learning experience if the individual: i) has been exposed to COVID- 19, chicken pox, measles, mumps or influenza within thirty (30) days of a clinical learning experience; ii) has had fever, pink eye, vomiting, diarrhea, cough, congestion/runny nose/cold, skin sores or rash within 72 hours of participating in a clinical learning experience; and iii) had any chronic cough (more than three (3) weeks, night sweats, unexplained fevers, loss of appetite, sudden weight loss, blood tinged secretions from the nose or mouth or bloody cough.
- 9). County shall require each DCFRD Trainees obtain a Criminal Background Check for review by designated Emory staff member prior to acceptance for the trainees' clinical experience. In addition, the County shall require each DCFRD Trainee obtain a 12 panel Drug Screen for review by designated Emory staff member prior to acceptance for the trainees clinical experience. The County shall direct the DCFRD Trainees to www.advantagestudents.com to fulfill the above requirements, the results of which must be posted for review on www.advantagestudents.com four weeks prior to the start date of the clinical experience. It is an absolute prerequisite that each DCFRD Trainee successfully complete and pass the aforementioned Criminal Background Check and the Drug Screen prior to coming onsite at an Emory facility and beginning any training.
- 10). The County shall require DCFRD Trainees and instructor compliance with Emory's policies, rules, regulations and procedures, and use its best efforts to keep DCFRD Trainees and instructor informed as to the same and any changes therein. Specifically, the County shall keep each DCFRD Trainees and instructor member apprised of his or her responsibilities, including but not limited to the following:
 - a) To follow the administrative policies, standards and practices of Emory when in an Emory facility including, but not limited to, as applicable, the Standards of the Joint Commission on Accreditation of Healthcare Organization ("JCAHO") and other accreditation agencies.
 - b) To provide the necessary and appropriate uniforms and supplies required where not provided by Emory.
 - c) To report to Emory on time and to follow all rules and regulations of Emory.
 - d) To wear a name tag that clearly identifies him/her as a DCFRD Trainees or Instructor member.
 - e) To refrain from publishing any material related to the clinical education experience that identifies Emory University, Emory Healthcare, The Emory Clinic, Emory University Hospital, Emory University Hospital Midtown, Emory University Orthopedic and Spine Hospital, Emory Saint Joseph's Hospital, Emory Johns Creek Hospital, Emory Specialty Associates, DeKalb

Regional Health System, Inc., DeKalb Medical Center, Inc., Emory Decatur Hospital, Emory Hillandale Hospital, Emory Long-Term Acute Care, Emory University Hospital Smyrna, Emory Rehabilitation Hospital, or Wesley Woods Center or their patients or staff, directly or indirectly, or use of the names or marks of any of the foregoing, without first obtaining written approval from the Chief Marketing Officer of Emory Healthcare (or his/her designee) as well as the written approval of the Chief Executive Officer of DeKalb Medical Center, Inc.

- f) To comply with all federal, state and local laws regarding the use, possession, manufacture or distribution of alcohol and controlled substances.
 - g) 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.
- 11). As a condition for participation, each DCFRD Trainee must execute the Trainee Agreement Concerning Clinical Training and, if applicable, each Instructor member must execute the Agreement Concerning Instructor Supervision of Clinical Training. Sample copies of each of the foregoing are attached to this Agreement and incorporated by reference. The County shall provide copies of each of these executed documents at any time upon the request of Emory.
- 12). The County shall have the full responsibility for the conduct of any DCFRD Trainee or Instructor disciplinary proceedings and shall conduct the same in accordance with all applicable statutes, rules, regulations and case law.
- 13). The County shall ensure that its instructor have current worker's compensation insurance coverage. The County is solely responsible for paying its participating instructor and for processing all applicable payroll deductions for them.
- 14). County shall maintain proof of insurance necessary to protect the County, County instructors and other personnel, and DCFRD Trainees from and against any loss or damage resulting from this Agreement and/or performance thereof and the clinical training arrangement contemplated hereunder. It is agreed that the County is self-insured for liability and such self-insurance will apply in the event of a claim or loss. County shall make reasonable business efforts to provide written notice to Emory of any material changes in the above-referenced self-insurance coverage. Emory shall have a right to terminate this Agreement in the event of changes in County's insurance that are unacceptable. County shall furnish evidence of such coverage to Emory before the DCFRD Trainees and Instructor arrive at Emory.

E. PRIVACY, HIPAA COMPLIANCE AND DATA USE:

- 1). **HIPAA Compliance.**
- a. County shall and shall ensure that its DCFRD Trainees and Instructor and other personnel comply with federal and state laws, including but limited to the Health

Insurance Portability and Accountability Act of 1996 and its accompanying federal regulations (“HIPAA”) and the policies of Emory regarding the confidentiality and privacy of all protected health information, as defined by HIPAA (“PHI”) and medical, health, financial, data analytics and social information (including without limitation mental health, infectious disease and substance abuse information) pertaining to particular clients or patients and pertaining to Emory’s business and operations (collectively referred to as “Emory Confidential Information”).

b. County shall and shall ensure that County’s DCFRD Trainees and Instructor and other personnel keep all Emory Confidential Information in strict confidence and exercise at least the same degree of care and protection with respect to Emory’s Confidential Information that it exercises with respect to its own confidential and proprietary information, which shall in no event be less than reasonable care. County shall not permit the duplication, use or disclosure of Emory Confidential Information to any person (other than its own personnel or its DCFRD Trainees or Instructor who must have such information for the performance in connection with the educational experience under this Agreement and who are under an obligation of confidentiality at least as stringent as the obligations under this Agreement), unless such duplication, use or disclosure is specifically authorized by Emory in writing, is required by law or regulation or is necessitated by litigation. If County believes that disclosure of the Emory Confidential Information is required by law or regulation or is necessitated by litigation, County will provide Emory with as much prior written notice as is feasible so that Emory may seek a protective order or, at its sole discretion, waive compliance with this Section. If County becomes aware of any unauthorized use or disclosure of Emory’s Confidential Information, County will promptly and fully notify Emory of all facts known to it concerning such unauthorized use or disclosure. Except as expressly permitted under this Agreement County shall not distribute or disclose Emory’s Confidential Information to any third party without Emory’s prior written consent. County shall not transfer any Emory Confidential Information or permit remote access to Emory Confidential Information from any personnel, affiliate, or contractor or other third party outside of Emory Decatur Hospital and Emory Hillandale Hospital

c. Upon completion of the program or in the event of termination of the Agreement, County shall ensure that its DCFRD Trainees and Instructor and other personnel return, delete or destroy all Emory Confidential Information previously provided pursuant to this Agreement. County will not and shall ensure that its DCFRD Trainees and instructors and other personnel will not make any further new use of the Emory Confidential Information or receive any future Emory Confidential Information under this Agreement. In the event that Emory Confidential Information is accessed via a virtual machine or environment, County agrees and shall ensure that the DCFR Trainees and Instructor and other personnel agree to refrain from downloading or accessing the Emory Confidential Information on external devices, including without limitation DCFRD Trainees or Instructor laptops. All external devices receiving Emory Confidential Information shall be encrypted and transmitted via encrypted email. County, DCFRD Trainees and

instructors and other personnel will not attempt to re-identify the data or any Emory Confidential Information or attempt to contact any subject or patient whose data was received under this Agreement.

d. County and Emory shall provide the DCFRD Trainees with basic training regarding confidentiality of PHI under HIPAA and Emory's HIPAA policies. County and DCFRD Trainees should access only the minimum necessary PHI and solely in connection with the program and as supervised by Emory's personnel. County will advise its DCFRD Trainees of their obligation to comply with Emory's HIPAA policies and procedures. County and its Instructor and other personnel will not access PHI unless access is required to perform its obligations hereunder and limited to the minimum necessary access for County to perform such obligations under the arrangements contemplated by this Agreement. County will not permit its DCFRD Trainees to disclose PHI to County.

e. Neither the County nor its personnel or DCFRD Trainees are Business Associates of Emory as that term is defined under HIPAA.

2). **Data Use.**

a. To the extent that the program involves County DCFRD Trainees and instructors participation with remote individuals, group consultations or includes a virtual component, including without limitation oral presentations and written material, such virtual discussions/transmissions shall not include identifiable patient facing interactions but may include Emory patient case discussions using only de-identified data or a Limited Data Set, as defined by HIPAA ("Limited Data Set"). In the event that the program involves remote individuals, group consultations or includes virtual program participation, County agrees to sign a separate Data Use Agreement.

b. On-Site Access. DCFRD Trainees will have on-site access to appropriate patient records to aid in the education experience.

F. MUTUAL RESPONSIBILITIES; MISCELLANEOUS:

- 1) It is hereby stipulated and agreed between Emory and the County that each party will perform its activities under this Agreement at its own sole cost, risk and responsibility with respect to third parties. In the performance of this Agreement, each party shall be solely responsible for its actions and failures to act including the actions or failures to act of its officers and employees and personnel and nothing herein shall be construed to place any responsibility to any extent upon other party for the actions or failures to act of a party, its officers, and/or employees. Further, the County is solely responsible for the acts and failures to act of its DCFRD Trainees and nothing herein shall be construed to place any responsibility to any extent upon Emory for the actions or failures to act of the DCFRD Trainees. Further, to the extent that any Non-Employed Medical Staff participate in the arrangements contemplated by this Agreement, the parties agree that Emory is not in any way responsible for the acts or failures to act by such Non-Employed Medical Staff.

- 2) There shall be no discrimination on the basis of race, color, religion, ethnic or national origin, gender, genetic information, age, disability, sexual orientation, gender identity, gender expression, veteran's status, or any factor that is a prohibited consideration under applicable law, in either the selection of DCFRD Trainees for participation in the program, or as to any aspect of the clinical training; 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 DCFRD Trainees effective participation in the program.
- 3) 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 County and Emory representatives to resolve any problems or develop any improvements in the operation of the clinical training program(s).
- 4) Independent Contractors; No other Beneficiaries; Employment Disclaimer. At all times during the term of this Agreement, the relationship between County and its Instructor and other personnel and DCFRD Trainees on the one hand and Emory on the other hand shall be that of independent contractors, and this Agreement shall not be considered to form any type of partnership, agency, employment relationship or joint venture between them or between the parties. Each party shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits for its employees. No DCFRD Trainees or County personnel shall look to Emory for any salaries, insurance or other benefits. No DCFRD Trainee, County personnel, or other third person is entitled to, and shall not, receive any rights under this Agreement. Neither party shall have the right or authority nor hold itself out to have the right or authority to bind the other party and neither shall either party be responsible for the acts or omissions of the other except as provided specifically to the contrary herein.
 - (a) Each Party acknowledges that participating DCFRD Trainees will not be considered employees or agents of Emory for any purpose. Participating students will not be entitled to receive any compensation or any benefits of employment from Emory, including health care or workers' compensation benefits, vacation, sick time, or other direct or indirect benefit of employment.
- 4). County shall require its DCFRD Trainees and County personnel to comply with all applicable provisions of the Federal Fair Labor Standards Act and its implementing regulations as updated (collectively the "FLSA").
- 5). Any notices or other communication required or allowed under this Agreement shall be in writing and will be deemed sufficiently given if personally delivered, transmitted by electronic means, or sent by overnight, registered or certified mail, postage prepaid, addressed or delivered as follows:

If to Emory:

Elizabeth Botheroyd, BSN, MHA, RN, NPD-BC
or Current Department Director Nursing Education
Emory Healthcare Hospitals
550 Peachtree Street NE Room 1188
Atlanta, GA 30308
Phone: 404-686-2429
Email: elizabeth.botheroyd@emoryhealthcare.org

With copy to:

Bob Dent or Current Chief Nursing Officer
Emory Decatur Hospital
2701 N. Decatur Road
Decatur, Georgia 30033

If to County:

Attention: Darnell Fullum, Director/Fire Chief
1950 West Exchange Place
Tucker, GA 30084
Email: ddfullum@dekalbcountyga.gov
Phone: 678-406-7805

- 6). 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) This Agreement shall be governed by, and will be construed and applied in accordance with, the laws of the State of Georgia without regard to its conflict of laws provisions.
- 8) This Agreement and the attached exhibits constitute the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous negotiations, understandings and agreements of the parties, whether oral or written, which relate to the subject matter of this Agreement. Neither party will be bound by any conditions, definitions, warranties, understandings or representations with respect to the subject matter hereof other than as expressly provided herein.
- 9) This Agreement may be executed in multiple counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. A telecopy, facsimile, scanned copy (for example, in .pdf or .jpeg format) or other similar reproduction of a signature of this Agreement shall have the same effect as an original for all purposes.

(Signatures to follow on the next page)

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement as indicated below.

DEKALB MEDICAL CENTER, INC.

DEKALB COUNTY, State of Georgia

**Emory Hillandale Hospital and Emory
Decatur Hospital**

By: _____

Edna Brisco, MSN, RN, NEA-BC, CENP,
CMNL, OCN

Vice President, Patient Care Services and
Chief Nursing Officer

Date: _____

Read and Acknowledged by:

Emory Healthcare, Inc.

By: _____

Paola Buitrago, PhD, RN
VP Workforce Optimization

Date: _____

By: _____

Name: Lorraine Cochran-Johnson Title:

Chief Executive Officer

DeKalb County, Georgia

Date: _____

By: _____

Name: Barbara Sanders, CCC

Title: Clerk to the Chief Executive Officer and
the Board of Commissioners of DeKalb
County, Georgia

Date: _____

APPROVED AS TO SUBSTANCE

By: _____

Name: Darnell Fullum

Title: Chief, Fire Rescue Services
DeKalb County, Georgia

Date: _____

APPROVED AS TO FORM

Supervising County Attorney (Signature)

Supervising County Attorney (Print)

Exhibit A – Health Standards and the Trainee/Instructor Agreement
Concerning Educational Training

EXHIBIT A

Health Standards

The Health Standards include without limitation:

- 1) Proof of two (2) current TB skin or T-spot tests. One (1) administered within the past twelve (12) months and a 2nd administered within twelve (12) weeks of the clinical learning experience, the results of which will be made available to Emory. (Note: If the trainee has a history of a past positive TST or T-spot they must provide such documents and a chest x-ray result and complete a symptom survey prior to the clinical rotation).
 - 2) DeKalb County shall ensure that each participating trainee and on-site faculty member has been appropriately vaccinated against COVID-19, seasonal influenza, measles, mumps and rubella (MMR); has satisfactorily proven immunity to these diseases, according to current CDC guidelines; or executes the appropriate vaccination declination stating that they are unable, for bona fide medical reasons, to receive such vaccinations.
 - 3) Trainee's who plan to participate in a clinical rotation at Emory in the Spring, Summer or Fall semesters must provide evidence of the prior calendar year's seasonal influenza vaccine prior to engaging in the clinical rotation. As of each year's Fall semester trainees enrolled in clinical rotations must take the new seasonal influenza vaccine as soon as it becomes available but by no later than October 31st of the current calendar year in order to continue in clinical rotation.
- Emory has the right, at any time, to request health status reports on trainees, on-site instructors and Supervising Instructors participants, to the extent allowed by applicable law.
- 4) DeKalb County shall ensure that each participating trainee, on-site instructors and Supervising Instructors have received the complete hepatitis B vaccination series, has begun the hepatitis B vaccine series and will complete the full series before the end of clinical training; has satisfactorily proven immunity to hepatitis B through antibody testing, or execute the appropriate Hepatitis B Vaccine declination stating that the trainee is unable, for bona fide medical reasons to receive such vaccination.
 - 5) DeKalb County shall ensure that each participating trainee, on-site instructors and Supervising Instructors has evidence of receiving either: i) two (2) live Varicella-Chicken Pox ("VZV") vaccines (either second dose if one (1) VZV vaccine is documented or 2 VZVs at least 30 days apart if no VZV documentation is available); or ii) VZV serologies with titer documentation.
 - 6) Such other specific test or Health Standard as Emory may request from time to time.

DEKALB FIRE RESCUE TRAINEE AGREEMENT CONCERNING CLINICAL TRAINING PROGRAM

In consideration for being permitted to participate in a clinical training experience at Emory Healthcare, Inc. on behalf of its affiliates Emory University Hospital (including Emory University Orthopedic and Spine Hospital) Emory University Hospital Midtown; Wesley Woods Center, Saint Joseph's Hospital of Atlanta, Inc., Emory John's Creek Hospital, The Emory Clinic, DeKalb Regional Health System, Inc. and Emory Specialty Associates in Atlanta, Georgia (individually or collectively referred to herein as Emory"), I hereby agree to the following:

1. To follow the administrative policies, standards and practices of Emory when in an Emory facility.
2. To report to Emory on time and to follow all established rules and regulations of Emory.
3. To comply with federal and state laws, including but not limited to the Health Insurance Portability and Accountability Act of 1996 and its accompanying federal regulations, and the rules and regulations of Emory regarding the confidentiality of all medical, health, financial and social information (including mental health) pertaining to particular clients or patients ("Emory Confidential Information"). I agree to use Emory Confidential Information solely in connection with the program and as directed by Emory. Upon completion of the program or in the event of termination of the Agreement, I agree to return, delete or destroy all Emory Confidential Information previously provided pursuant to this Agreement, and I will not make any further new use of or receive any future Emory Confidential Information under this Agreement. In the event that I access Emory Confidential Information via a virtual machine or environment, I agree to refrain from downloading or accessing the information on external devices, including my laptop. I will not attempt to re-identify the data or any Emory Confidential Information or attempt to contact any subject or patient whose data was received under this Agreement. I will only access the minimum necessary Emory Confidential Information and will comply with the terms of applicable Data Use Agreement.
4. To not publish any material related to my educational training program, including without limitation, material that identifies or uses the name of Emory or its members, clients, students, faculty or staff, directly or indirectly, unless I have received written permission from Emory.
5. To comply with all federal, state and local laws regarding the use, possession, manufacture or distribution of alcohol and controlled substances.
6. To follow Center for Disease Control and Prevention (C.D.C.) Universal Precautions for Blood Borne Pathogens, C.D.C. Guidelines for Tuberculosis Infection Control, and Occupational Safety and Health Administration (O.S.H.A.) Respiratory Protection Standard.
8. To provide the necessary and appropriate uniforms and supplies required where not provided by Emory.
9. To provide the results of a Criminal Background Check and 12 panel Drug Screen.
10. To provide the results of all health assessment standards as established by any applicable governmental authority and Emory policy for each clinical program area.
11. To wear a nametag that clearly identifies me as a trainee.
12. If not provided by DeKalb County, I will secure and maintain at all times during the clinical learning experience, at my sole cost and 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 covering my actions during the educational training program. Emory shall have the right to remove me from the clinical learning experience in the event of material changes in my insurance. I agree to furnish evidence of such coverage to Emory before I arrive at Emory.
13. To follow the Ethical and Religious Directives for Catholic Health Care Services promulgated by the National Conference of Catholic Bishops (as revised from time to time) if participating in a clinical learning experience at Saint Joseph's Hospital of Atlanta, Inc. or Emory Johns Creek.

I understand and agree that I will not receive any monetary compensation from Emory as a part of my participation in the education program at Emory. I also understand and agree that I shall not be deemed to be employed by or an agent or a servant of Emory; that Emory assumes no responsibilities as to me as may be imposed upon an employer under any law, regulation or ordinance; and that I am not entitled to any benefits available to Emory employees. Therefore, I agree not to in any way hold myself out as an employee of Emory.

I understand and agree that I may be immediately withdrawn from the educational training program by Emory based upon a perceived lack of competency on my part, my failure to comply with the rules and policies of Emory, if I pose a direct threat to the health or safety of others or, for any other reason Emory reasonably believes that it is not in the best interest of Emory or Emory's patients or clients for me to continue.

I further understand that all medical or health care (emergency or otherwise) that I receive at Emory will be my sole responsibility and expense. I understand that I am responsible for providing my own health insurance coverage. IN CONSIDERATION OF BEING PERMITTED TO ATTEND AND PARTICIPATE IN THE PROGRAM, I ACKNOWLEDGE AND VOLUNTARILY ASSUME ALL RISKS OF DAMAGES OR INJURY, INCLUDING DEATH, THAT I MAY SUSTAIN OR THAT MY PROPERTY MAY SUSTAIN WHILE I PARTICIPATE IN THE PROGRAM.

I, on my own behalf and on behalf of my heirs, representatives, executors, administrators and assigns, for the sole consideration of being allowed to attend and participate in the education training program, do hereby release, relieve, covenant not to sue and to the extent allowed by law, forever discharge, defend, indemnify and hold harmless, Emory Healthcare, Emory University, its affiliates, trustees, directors, officers, agents, employees, students and volunteers, as applicable, (hereinafter collectively "Releasees") of any and from all claims, demands, rights, liabilities, losses, expenses, and causes of action (with the exception of gross negligence or willful misconduct) of whatever kind or nature including, but not limited to, negligence, arising from and by reason of any and all known and unknown, foreseen and unforeseen bodily and personal injuries, damage to property, and the consequences thereof, including death, resulting from my participation or negligence in or in any way connected with arising out of or connected with the educational training program, including any claim arising out of or connected with any illness or injury (minimal, serious, catastrophic and/or death) that I may incur or sustain during the education training program and all activities associated with the program.

I have read, or have had read to me, the above statements in its entirety, and understand them as they apply to me. I hereby certify that I am eighteen (18) years of age or older, suffer under no legal disabilities, and that I have freely and voluntarily signed this "Educational Training Program Agreement."

This the ____ day of _____, 202_.

Signature

Name: _____
(Please print)

Witness Signature

Name: _____
(Please print)

AGREEMENT CONCERNING DEKALB COUNTY INSTRUCTOR SUPERVISION OF CLINICAL TRAINING PROGRAM

In consideration for participating as a supervisor of trainees participating in a clinical educational training program at the Emory facility listed in the Affiliation Agreement, I hereby agree to the following:

1. To follow the administrative policies, standards and practices of Emory including, but not limited to the following:
 - a. Trainees may administer medications when under the direct supervision of DeKalb County Supervising Instructor's. Direct supervision is defined as retrieving medications from the medication room through administration of medications at the bedside. This means that 100% of the medication administration process is observed by the County's Supervising Instructor for every medication administered by a trainee. If for any reason the County's Supervising Instructor is unavailable to supervise the process from the medication room to the patient's bedside, and the medication cannot wait until the County's Supervising Instructor is available, the patient's nurse will administer the medication.
 - b. Two licensed physicians, nurses, nurse practitioners or physician assistants will perform the "double-check" for any medications or procedures requiring a "double-check" pursuant to Emory policies and procedures.
2. To provide the results of all health assessment standards as established by any applicable governmental authority and Emory policy for each clinical program area.
3. To the extent allowed by law, indemnify, defend and hold Emory harmless from all losses, claims or damages caused by or arising from my negligence or in connection with the educational training program.
4. To comply with all federal, state and local laws regarding the use, possession, manufacture or distribution of alcohol and controlled substances.
5. To conform to the established standards and practices while training at Emory.
6. To wear a nametag that clearly identifies me as a Supervising Instructor of DeKalb County Fire Rescue Department.
8. To report to Emory on time and to follow all established rules and regulations of Emory.
9. To comply with federal and state laws, including but not limited to the Health Insurance Portability and Accountability Act of 1996 and its accompanying federal regulations, and the rules and regulations of Emory regarding the confidentiality of all medical, health, financial and social information (including mental health) pertaining to particular clients or patients ("Emory Confidential Information"). I agree to use Emory Confidential Information solely in connection with the program and as directed by Emory. Upon completion of the program or in the event of termination of the Agreement, I agree to return, delete or destroy all Emory Confidential Information previously provided pursuant to this Agreement, and I will not make any further new use of or receive any future Emory Confidential Information under this Agreement. In the event that I access Emory Confidential Information via a virtual machine or environment, I agree to refrain from downloading or accessing the information on external devices, including my laptop. I will not attempt to re-identify the data or any Emory Confidential Information or attempt to contact any subject or patient whose data was received under this Agreement. I will only access the minimum necessary Emory Confidential Information and will comply with the terms of applicable Data Use Agreements.
10. To not publish any material related to the educational training program, including without limitation, material that identifies or uses the name of Emory or its members, clients, students, faculty or staff, directly or indirectly, unless I have received written permission from Emory.
11. To follow Center for Disease Control and Prevention (C.D.C.) Universal Precautions for Blood Borne Pathogens, C.D.C. Guidelines for Tuberculosis Infection Control, and Occupational Safety and Health Administration (O.S.H.A.) Respiratory Protection Standard.

I understand and agree that I will not receive any monetary compensation from Emory for any services I provide to Emory or its clients, patients, as a part of my supervisory responsibilities at Emory.

I also understand and agree that I shall not be deemed to be employed by or an agent or a servant of Emory; that Emory assumes no responsibilities as to me as may be imposed upon an employer under any law, regulation or ordinance; and that I am not entitled to any benefits available to Emory employees. Therefore, I agree not to in any way hold myself out as an employee of Emory.

Further, I understand and agree that Emory shall not be responsible for any loss, injury or other damage to me or my property arising during my participation in the educational training program.

I have read, or have had read to me, the above statements, and understand them as they apply to me. I hereby certify that I am eighteen (18) years of age or older, suffer under no legal disabilities, and that I have freely and voluntarily signed this "Agreement Concerning Faculty Supervision of Educational Training Program."

This the ____ day of _____, 202__.

Signature

Name: _____
(Please print)

Witness Signature

Name: _____
(Please print)