

**CLINICAL AFFILIATION AGREEMENT
BETWEEN
CUMBERLAND COUNTY AREA MENTAL HEALTH, DEVELOPMENTAL
DISABILITIES, AND SUBSTANCE ABUSE AUTHORITY**

711 Executive Place
Fayetteville, NC 28305

**AND
FAYETTEVILLE TECHNICAL COMMUNITY COLLEGE**

2201 Hull Road
Fayetteville, NC 28303

This Agreement made and entered into as of this first day of November 2008, by and between the Cumberland County Area Mental Health, Developmental Disabilities, and Substance Abuse Authority (hereinafter, "Service Agency"), and Fayetteville Technical Community College (hereinafter, "College").

W I T N E S S E T H :

That, for and in consideration of the mutual undertakings of the parties as hereinafter stated, they do agree as follows:

- I. **TERM.** The term of this Agreement shall be for one (1) year beginning November 1, 2008 after which it shall be automatically renewed for successive periods of one (1) year each unless either party gives the other sixty (60) days' notice in writing of intention to terminate prior to the end of the then current term. Each of the parties shall review this Agreement annually and shall also annually evaluate the effectiveness of this clinical affiliation.

- II. **AFFILIATION.** The Service Agency and the College do hereby affiliate for the clinical education of students in the Program(s) listed in Item V. To that end, each party recognizes:
 - A. That the Service Agency and the College will each be responsible for their organization, administration, operation, and financing of services. Each shall maintain standards established by the recognized and appropriate accreditation bodies for efficient operation.

 - B. The autonomy of the Service Agency and College is recognized and either may enter into agreements with other parties at any time. The Service Agency and the College are independent agencies and neither shall be, nor have the authority to act as an agent, employee, or partner of the other. This Agreement shall not, under any conditions, be construed as an agency, employment, or partnership agreement between the Service Agency and the College.

 - C. **Confidentiality.** Both parties agree that the sharing of confidential information will be in accordance with State and Federal statutory provisions for confidentiality. Neither party will violate any confidentiality regulation that might apply to the exchange or referral of information pertaining to respective activities as herein described in this Agreement.

 - D. **HIPAA Compliance.** Both parties shall comply with all requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and any and all future regulations, requirements, and writings promulgated thereunder. Both parties agree to use appropriate safeguards to prevent the use or disclosure of Protected Health Information

(PHI) in compliance with the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Regulation") under HIPAA. In addition, both parties shall require all of its subcontractors and agents that receive or use, or have access to PHI under this Agreement to agree, in writing, to adhere to the same restrictions and conditions on the use and/or disclosure of PHI that apply to them. Failure of either party to comply with HIPAA regulations may result in the termination of this Agreement.

III. SPECIFIC RESPONSIBILITIES OF THE SERVICE AGENCY. The Service Agency shall be responsible:

- A. To accept students for clinical education without regard to race, creed, national origin, sex, age, handicap, or religion.
- B. To make available the clinical areas pertinent for student learning experiences, including the necessary equipment and supplies.
- C. To provide responsible supervision for students assigned to the Service Agency, with Service Agency staff maintaining sole responsibility for the patient care involved in the education.
- D. To provide space for students' conferences as necessary.
- E. To inform the students and the instructors from the College of pertinent Service Agency personnel and administrative policies and procedures.
- F. To designate health professionals employed by the Service Agency to assume responsibility for the students' learning experiences as necessary.
- G. To identify the number of students who can be accommodated for any clinical education period, based upon adequate staff and patient census.
- H. To evaluate assigned students periodically using evaluation forms supplied by the College.
- I. To report to the College any student who fails to conform to the rules and regulations of the Service Agency after being given reasonable notice to do so.
- J. To offer student and instructors of the College medical assistance in emergency situations that may occur while the student or instructor is performing clinical rotations. The students and instructors will be responsible for the costs incurred.
- K. To assume responsibility for notifying the College instructor regarding any infectious exposure encountered by a student(s).
- L. To allow for evaluation of the facility and other activities as required by external accrediting agencies.
- M. To ensure that students and instructors are made aware of and are encouraged to follow all Service Agency policies and procedures.

IV. SPECIFIC RESPONSIBILITIES OF THE COLLEGE. The College shall be responsible:

- A. To select and accept students for education without regard to race, creed, national origin, sex, age, handicap, or religion.
- B. To assign students to the Service Agency who have met the requirements of the Program(s) listed in Item V.
- C. To coordinate activities through the Chairperson of the department or his/her designee.
- D. To provide the Service Agency with:
 - 1. Advance notice of students' assignments.
 - 2. Clinical evaluation and attendance forms.
 - 3. Clinical objectives for the rotation period.
 - 4. Expectations of students' performance.
 - 5. List of skills the students are expected to perform where applicable.
- E. To require the students and instructors to have liability insurance for personal and patient care protection. Students will also be insured under the student accident insurance program.
- F. To assure that all students are in compliance with the OSHA Standard on Bloodborne Pathogens and the Service Agency Infection Control Standards. The students will receive annual instruction on universal precautions and the issues related to bloodborne pathogens. All students will receive Hepatitis B vaccinations prior to attending clinical rotations.
- G. To assure consistent follow-up communication with the Service Agency regarding any student who has received treatment and/or services by the agency resulting from infectious exposure.
- H. To keep all permanent records and reports of the students' clinical performances and to maintain ultimate responsibility for students' evaluations.
- I. To maintain and enforce all policies of the College.
- J. To assure currency of students' CPR certifications.
- K. To terminate, when requested by the Service Agency, privileges afforded to any student and/or instructor under this Agreement when such student and/or instructor violates terms of this Agreement or the policies and procedures of the Service Agency.
- L. Supervision of students by College faculty is the responsibility of the College; also refer to Item VI on faculty/student supervision ratio. However, the Service Agency shall maintain responsibility for patient care.

IN TESTIMONY WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers, the day and year first above written.

ATTEST:

CUMBERLAND COUNTY AREA MENTAL
HEALTH, DEVELOPMENTAL DISABILITIES, AND
SUBSTANCE ABUSE AUTHORITY

BY: *men* 

HANK DEBNAM, Secretary
Area Mental Health Authority

BY: 


EVELYN O. SHAW, Chair
Area Mental Health Authority

FAYETTEVILLE TECHNICAL COMMUNITY
COLLEGE

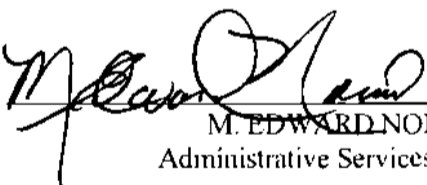
BY: 

LARRY KEEN, President

This Agreement has been reviewed for legal sufficiency by the Cumberland County Area Mental Health, Developmental Disabilities, and Substance Abuse Authority Attorney.


The Charleston Group
Area Board Attorneys

This Agreement has been reviewed by the appropriate Area Authority Senior Management Team Member for compliance with State Standards and is consistent with Mental Health policies and procedures.


M. EDWARD NORRIS
Administrative Services Director