

**AGREEMENT
BETWEEN
DUKE UNIVERSITY HEALTH SYSTEM
AND
FAYETTEVILLE TECHNICAL COMMUNITY COLLEGE
PHYSICAL THERAPIST ASSISTANT PROGRAM**

This Agreement is made and entered into as of the 6th day of February, 2007, by and between Fayetteville Technical Community College ("School") and Duke University Health System (herein referred to as "Duke" or "Hospital")

WITNESSETH

WHEREAS, Duke operates a Hospital located in Durham, North Carolina and desires to make the Hospital available to certain students enrolled in School's Allied Health training programs ("Students") to provide a clinical setting for School's students to train and enhance their clinical skills; and

WHEREAS, the School wishes to send certain students enrolled in School's clinical training programs (Students") to Hospital for additional training (the "Experience").

NOW THEREFORE, in consideration of the covenants set forth, Hospital and the School agree as follows:

1. **Responsibilities of Hospital**

- 1.1. The Hospital agrees to provide appropriate, qualified professional clinical supervision and educational experiences for Students while participating in the Experience at Hospital. The Hospital will determine the number of Students that may be assigned at any one time to Hospital's clinical departments.
- 1.2. The Hospital agrees to provide the necessary medical equipment, supplies and facilities for the satisfactory fulfillment of the objectives of the Experience.
- 1.3. The Hospital will provide a person ("Coordinator") employed by the Hospital to regularly communicate with School regarding numbers of Students, clinical assignments and all other details necessary for the Experience to function smoothly.
- 1.4. The Hospital agrees to provide, when available, adequate and suitable classroom, conference and other teaching space for the Experience.
- 1.5. The Hospital will permit and encourage School representatives, its faculty and Students to participate in orientation sessions in connection with the Experience.
- 1.6. The Hospital agrees to share all appropriate information with School and the Students regarding both patients and services available at Hospital in order for the Students to meet the objectives of the Experience.

2. **Responsibilities of School**

- 2.1. School faculty will be responsible for monitoring and evaluating the performance of Students participating in the Experience. Input will be sought from the Hospital staff and preceptors and other appropriate individuals regarding Student performance and the process to evaluate that performance.

- 2.2. School shall appoint a coordinator to act as a liaison with Hospital to arrange for clinical rotations, student assignments, and other details to meet the goals of the program.
- 2.3. School shall require Students and School faculty (if appropriate) to participate in Hospital's orientation sessions to familiarize themselves with the clinical setting and complete appropriate and/or required clinical credentialing, immunizations and safety training to perform tasks in this setting.
- 2.4. School shall require Students to participate in training program on the Health Insurance Portability and Accountability Act (HIPAA) and sign the Hospital confidentiality agreement before the clinical rotation.
- 2.5. School understands and agrees that the Students are not agents, servants, or employees of Hospital, and are present at Hospital solely as Students of the School.
- 2.6. School shall maintain a student faculty ratio not to exceed state governing agency requirements.
- 2.7. School will ensure that each Student has appropriate health insurance or has made suitable arrangements to provide for his or her personal health care expenses.
- 2.8. The School will ensure that each Student participating in an Experience has received all immunizations required by the Hospital prior to the beginning the Clinical Experience.
- 2.9. The School agrees to perform or have performed a criminal background check for each Student as a condition to beginning an Experience at Hospital. The criminal background check will include both felonies and misdemeanors for the past seven (7) years and within any state and county the student has resided during the past seven (7) years. The School shall review the Student's criminal background check and agrees not to assign to an Experience at Hospital any Student who has committed either felonies and/or misdemeanors without review and written prior authorization by Hospital. Upon request School shall provide Hospital with a copy of the full criminal background check of any Student assigned by School to participate in an Experience at the Hospital. Hospital reserves the right to not accept any Student for participation in an Experience at Hospital who has a criminal record.

3. Student Participation

- 3.1. School and the Hospital shall jointly plan for the placement of Student(s) at Hospital and shall complete and sign an Attachment A, attached hereto and incorporated by reference herein, in advance of any student(s) being accepted by Hospital for an Experience. School and the Hospital shall review and revise the Exhibit(s) as needed as additional Students are assigned by the parties to participate in Experiences at Hospital. Each new executed Attachment A will be signed by the parties and will become an addendum to this Agreement. The Exhibit shall include the following:
 - Name of each Student assigned to Hospital
 - Units at to be utilized
 - Objectives of the Experience
 - Course titles and names
 - Dates, days and times of Experiences
 - Names of School faculty coordinating the Experience

3.2. The School further agrees that clinical objectives will be communicated to the Hospital and that a mechanism will exist to ensure that Hospital's evaluations of the each Student's Experience is communicated to appropriate School faculty.

4. Independent Contractors

The relationship of Duke and the Hospital under this Agreement will be that of independent contractors. Neither party is an agent, joint venturer, partner, or employee of the other party. Except as expressly set forth in this Agreement, each party shall control the hiring and firing of its own employees, and shall cover all taxes, insurance coverages, and other changes incident to its own employees.

5. Patient Care and Supervision

Students agree to review and abide by the Hospital's institutional policies, protocols and bylaws when participating in the Experience. The Hospital is responsible for administrative and professional supervision of Students performing services under this Agreement and retains full authority and responsibility for the care and treatment of its patients. The Hospital also shall ensure that each Student participating in the Experience under this Agreement has a consistent and appropriate level of clinical and administrative supervision. The Hospital, at its sole discretion, reserves the right to remove any Student from the Experience upon the Student's failure to follow any rules or regulations contained in the Hospital's institutional policies, protocols and bylaws. Reasons for such removal will be furnished to the Student and to School in writing.

6. Medical Records

The Hospital shall be responsible for the storage, maintenance and confidentiality of proper medical records for the services rendered pursuant to this Agreement. The Hospital shall be responsible for fulfilling all requirements imposed by applicable law and its own medical records procedures with respect to the preparation, maintenance, security, disclosure and retention of such medical records. The Hospital shall provide copies of medical records and reports to School upon request to the extent permitted by law or to the extent appropriate consent of the patient has been obtained. Each party shall maintain the confidentiality of any and all records of the patients to which it may have access pursuant to the performance of its duties under this Agreement. The Hospital shall obtain, record and preserve as required by relevant law, rule or regulation any and all specific consents as may be required for any procedures performed pursuant to or within the contemplation of this Agreement.

7. Government Review

To the extent required by applicable law, and pursuant to written request from any appropriate governmental authority, School and the Hospital shall make available to appropriate government authorities this Agreement and any books, records, documents, and other records that are necessary to certify the nature and extent of the services provided and the cost claimed for services rendered pursuant to this Agreement or so as to otherwise comply with the requirements of any lawful agreement between the party and such governmental authority.

8. Accrediting Agency Visit

In the event that a School academic program accrediting agency should request information or a site visit, the Hospital shall, upon reasonable notice, cooperate with the School and accrediting agency and promptly furnish any information reasonably requested and make Hospital premises available for reasonable inspection as may be requested by the accrediting agency.

9. Insurance

- 9.1. School shall provide professional liability insurance in an amount not less than \$2,000,000 per occurrence/\$5,000,000 annual aggregate that will cover its Students, employees, and agents who perform services pursuant to the Agreement. These liability insurance requirements may be satisfied with a combination of primary and excess/umbrella coverage.
- 9.2. The Hospital shall provide professional liability coverage in an amount not less than \$2,000,000 per occurrence/ \$5,000,000 annual aggregate that will cover its employees and agents who perform services pursuant to this Agreement. These liability insurance requirements may be satisfied with a combination of primary and excess/umbrella coverage.
- 9.3. Each party shall provide the others with proof of the foregoing insurance coverage upon request.

10. Term and Termination

This agreement shall be effective as of its Effective Date and shall remain in full force and effect for one (1) year, unless terminated as set forth below. Thereafter this Agreement shall automatically renew for successive one (1) year periods on the anniversary date of this Agreement unless this Agreement is previously terminated as set forth herein or unless one party notifies the other at least thirty (30) days prior to the anniversary date of such party's intention not to renew this Agreement. Either party may terminate this Agreement for any reason by providing the other parties with thirty (30) days written notice. In the event of termination, the parties shall cooperate and use their best efforts to avoid any disruption in patient care and make efforts to let any Students complete their Experiences already in progress.

11. Notice

Any notice under this Agreement shall be in writing and will be deemed given as of the date it is (a) delivered by hand; (b) mailed, postage prepaid, return receipt requested, to the party at the address listed below or later specified in writing; or, (c) sent, shipping prepaid, return receipt requested, by national courier service, to the party at the address listed below:

AS TO DUKE:

Ellen Hegarty, MEd, CCRN, BC
DUMC Box 3883
Duke Education Services
Durham, NC 27710

12. Breach

Either party may immediately terminate this Agreement for illegal or wrongful conduct, fraud, or material breach of this Agreement by the other party.

13. Assignment

This Agreement is for professional and educational services. Neither party may assign, delegate, or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other party.

14. Entire Agreement

This Agreement, including any schedules or other attachments which are incorporated herein by reference, contains the entire Agreement between the parties as to its subject matter. This Agreement merges all prior discussions and agreements between the parties and neither party shall be bound by conditions, definitions, warranties, understandings, or representations concerning such subject matter except as provided in this Agreement or as may be specified later in writing and signed by properly authorized representatives of the parties.

15. Waiver

The failure of a party in any instance to insist upon the strict performance of the terms of this Agreement shall not be construed to be a waiver or relinquishment of any of the terms of this Agreement, either at the time of the party's failure to insist upon strict performance or at any time in the future, and such term or terms shall continue in full force and effort.

16. Use of Parties' Names

The Hospital agrees not to use the names, symbols, trademarks, or service marks currently existing or subsequently established of School without the prior written consent of School. School agrees not to use the name, symbols, trademarks, or service marks currently existing or subsequently established of the Hospital without the prior written consent of the Hospital.

17. Severability

Each clause of this Agreement is a distinct and severable clause and if any clause is deemed illegal, void or unenforceable, the validity, legality and/or enforceability of the remaining clauses or portion of this Agreement shall not be affected thereby.

18. Modification for Change in Law

To the extent that any law, rule, or regulation of any authority (including the JCAHO, NLN, or other relevant accrediting agency) having jurisdiction over the parties to this Agreement shall raise question as to the legality, enforceability, or appropriateness of this Agreement or any provision hereof, the parties agree to negotiate promptly regarding modification as may be required to bring this Agreement into compliance with such applicable law, rule, or regulation. Should the parties be unable to agree upon such modification within a period of thirty (30) days from the date any party shall give notice to the others of such changes in law, rule, or regulation, this Agreement shall be deemed terminated.

19. Binding Obligations

The rights and responsibilities of this Agreement shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

20. Governing Law

The construction and performance of this Agreement shall be governed by the laws of the State of North Carolina.

21. Dispute Settlement

In accordance with the terms of the United States Arbitration Act, any disputes between the parties arising under or related to this Agreement, if not resolved through good faith negotiation between the parties within a reasonable period, shall be resolved exclusively through arbitration

proceedings conducted in accordance with the commercial arbitration rules of the American Arbitration Association (AAA). The arbitration shall be conducted at a location agreed upon by the parties (or, if the parties are unable to agree, at a location determined by the AAA) before a panel of three AAA arbitrators selected in accordance with the procedures of the AAA. The parties agree that the determination of the arbitrators is final and binding.

22. Privacy

Hospital and School acknowledge that as a condition of participation in this training experience, Students are required to maintain protected health information of Hospital's patients in accordance with the Health Insurance Portability and Accountability Act of 1996, and all applicable regulations promulgated thereunder (collectively, "HIPAA"), including information obtained through use of computer systems. Hospital shall educate Students regarding its confidentiality and privacy policies and procedures. Hospital shall instruct Students that information regarding Hospital's patients shall be held in confidence, all protected health information regarding Hospital's patients shall be maintained by Student in compliance with HIPAA. Students shall not make copies of patient records and Students shall not identify patients or any protected health information in any papers, reports or case studies provided to School without first obtaining permission of the Hospital and complying with Hospital's confidentiality and privacy policies and procedures. School shall not request Students to identify patients or any protected health information in any papers, reports or case studies provided to School without first obtaining permission of the Hospital and complying with Hospital's confidentiality and privacy and security policies and procedures.

23. Prior Agreement

This Agreement shall supersede any and all other agreements, whether written or verbal, that may have been made or entered into by School and Hospital relating to the subject matters set forth herein. This Agreement constitutes the entire agreement between the parties hereto and there are no agreements, understandings or commitments other than set forth herein.

24. Amendment

Any amendment to this Agreement shall be in writing and duly executed by authorized representatives of each of the parties.

25. No Third Party Beneficiaries

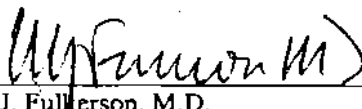
This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns. Nothing in this Agreement is intended, nor shall be deemed, to confer any benefits on any third party, including, without limitation, any patients of Hospital, nor shall such person or entity have any right to seek, enforce or recover any right or remedy with respect hereto.


26. Interpretation

Neither party shall be considered the drafter of this Agreement. No provision in this Agreement shall be interpreted for or against either party because that party or that party's legal representative drafted such provision.

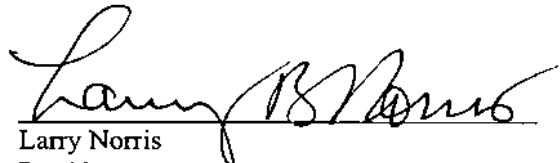
IN WITNESS THEREOF, the parties hereby execute this Agreement.

Duke University Health System

BY:  DATE: 3/2/07
William J. Fullerson, M.D.
Professor of Medicine
Chief Executive Officer
Duke University Hospital;

 DATE: 2/28/07
Daniel V. Dore, PT, MPA
Director, Physical & Occupational Therapy Dept.
Duke University Hospital

Fayetteville Technical Community College:

BY:  DATE: 2/15/07
Larry Norris
President
Fayetteville Technical Community College

Adapted 10/2006
1/18/07 bw

ATTACHMENT A

Student Participation

The Hospital agrees to provide the students listed below with clinical training experiences at Hospital.

HOSPITAL*: _____
TRAINING PROGRAM: _____
STUDENT(s): _____
LOCATION: _____
PHONE/FAX: _____
COURSE: _____
DATES: _____

* DUHS Clinical Facility, i.e. Duke Hospital, Durham Regional Hospital, Duke Health Raleigh.

DESCRIPTION:

*Example: 1st rotation; 104 clinical hours (@ 8 hours week x 13 weeks)
Advanced practice development with an emphasis on comprehensive management
of primary care problems. Pharmacologic management and interdisciplinary
collaboration/referral should be systematically integrated into this "hands-on"
experience.*

Attachment Reviewed and Approved By:

DUKE UNIVERSITY HEALTH SYSTEM:

BY: _____ DATE: _____
Ellen Hegarty, MEd, CCRN, BC
Coordinator of Staff Development

FAYETTEVILLE TECHNICAL COMMUNITY COLLEGE:

BY: _____ DATE: _____
Name: _____
Title: _____

(confirmation of placement must be provided to student before he/she can perform clinical services at any facility other than the one listed above; observation is permitted):