

**RENEWAL OF AGREEMENT
BETWEEN
EAST CAROLINA UNIVERSITY
AND
FAYETTEVILLE TECHNICAL COMMUNITY COLLEGE**

THIS RENEWAL OF AGREEMENT is made and entered into this the 9th day of August, 2010 by and between **EAST CAROLINA UNIVERSITY**, ("University") party of the first part, and **FAYETTEVILLE TECHNICAL COMMUNITY COLLEGE**. ("Affiliating Agency") party of the second part.

WITNESSETH

WHEREAS, the party of the first part and the party of the second part are both parties to a contractual agreement ("Agreement") to foster the education of health professionals, and desire to have such education programs provided in North Carolina for the recruitment and training of qualified persons to become primary care health professionals in sufficient numbers to serve the region and the state which took effect on September 1, 2005 which was subsequently renewed September 1, 2007 and;

WHEREAS, the party of the first part and the party of the second part desire and agree to renew the Agreement in accordance with the terms and conditions of said agreement:

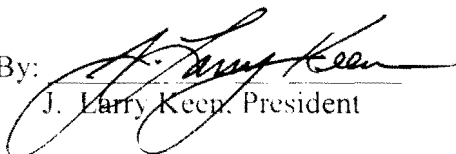
NOW THEREFORE, in consideration of the provisions set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to renew the Agreement as follows:

1. Said contract is renewed for the period September 1, 2010 to August 31, 2013.

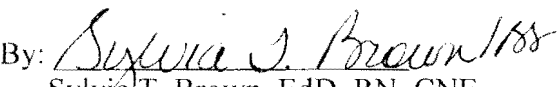
The parties agree that, except as otherwise provided herein, all provisions of the Agreement and its modification are reconfirmed in all respects and shall remain in full force and effect.

IN WITNESS WHEREOF, each party has set its hand and seal and has caused this renewal and modification to be executed by its duly authorized representative on the date set forth above.

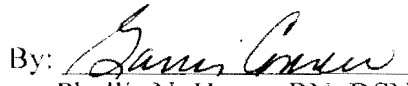
**FAYETTEVILLE TECHNICAL
COMMUNITY COLLEGE**

By: 
J. Larry Keen, President

**EAST CAROLINA UNIVERSITY
College of Nursing**

By: 
Sylvia T. Brown, EdD, RN, CNE
Dean & Professor, College of Nursing

EAST CAROLINA UNIVERSITY

By: 
Phyllis N. Horns, RN, DSN, FAAN
Vice Chancellor for Health Sciences

APPENDIX A
Colleges, School and Academic Departments Included in this Agreement

College of Allied Health Sciences

Clinical Laboratory Science
Communication Sciences & Disorders
Health Information Management
Health Services Management
Occupational Therapy
Physical Therapy
Physician Assistant Studies
Rehabilitation Studies

College of Nursing

Clinical Nurse Specialist
Family Nurse Practitioner/Adult Nurse Practitioner
General Nursing – Undergraduate – Generic RN Track
Neonatal Nursing
Nurse Anesthesia Program
Nursing Education
Nursing Leadership
Nurse Midwifery

School of Medicine

Family Medicine
MPH Program
Medicine
Obstetrics/Gynecology
Pediatrics
Psychiatric Medicine
Public Health
Surgery

**AGREEMENT BETWEEN
EAST CAROLINA UNIVERSITY
DIVISION OF HEALTH SCIENCES
AND**

FAYETTEVILLE TECHNICAL COMMUNITY COLLEGE

This agreement made on **September 1, 2005**, between **EAST CAROLINA UNIVERSITY DIVISION OF HEALTH SCIENCES** (hereinafter "**University**") and **FAYETTEVILLE TECHNICAL COMMUNITY COLLEGE** (hereinafter "**Affiliating Agency**").

WITNESSETH

WHEREAS, primary care health professionals are in short supply in many North Carolina communities; and

WHEREAS, the **University**, through its educational programs in the Schools of Allied Health Sciences, Nursing, and Medicine, provide degree programs for health professionals; and

WHEREAS, the **University** and **Affiliating Agency** desire to foster the education of health professionals, and desire to have such educational programs provided in North Carolina for the recruitment and training of qualified persons to become primary care health professionals in sufficient numbers to serve the region and the state; and

WHEREAS, **Affiliating Agency** desires to offer its facilities, staff, and expertise as a site for the clinical education of students enrolled in health professions degree programs for the purpose of increasing the practical knowledge of such students in their chosen fields, instilling in them an attitude of professionalism, and enhancing the student's knowledge and experience of healthcare, thus enhancing the training of such students about the realities of practice; and

WHEREAS, in consideration of the terms stated herein, the **University** and **Affiliating Agency** agree to the following mutual responsibilities and terms:

The University Agrees to do the following:

1. To sponsor, promote, and conduct within its curriculum educational programs which include a clinical experience component in the Schools and departments listed in Appendix A, attached hereto and incorporated by reference herein, and in other such professional health disciplines as may be needed and mutually agreed upon.

2. To require that its faculty and its students (as a condition for successful completion of the clinical training portion of the educational program) comply with the policies and procedures of the **Affiliating Agency**.
3. Upon request by **Affiliating Agency**, to submit a certification in the form provided herein as Appendix B signed by any student authorized to participate in a clinical experience at the **Affiliating Agency** in which the student certifies that he/she does not have a communicable disease or communicable health problem that might or could jeopardize patient and/or employee health at the **Affiliating Agency** or indicates any such communicable disease or communicable health problem that he/she does have and agrees to immediately notify the **Affiliating Agency** upon discovering that he/she has contracted any such communicable disease or communicable health problem.
4. To appoint a faculty member(s) who will coordinate with the **Affiliating Agency** the placement of students. The numbers and type(s) of students will be mutually agreed upon between the **University** and the **Affiliating Agency**.
5. For its faculty, procure and maintain, and for its students, cause to procure and maintain (in the name of the student), liability insurance covering claims, causes of actions, actions, losses, liabilities, damages, and expenses arising out of, caused by, or otherwise resulting from acts of negligence committed by its faculty or students while in the performance of their duties or assignment pursuant to this Agreement. The limits of said liability insurance shall be at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) per aggregate. The insurance shall be provided by an insurance company licensed to do business in the State of North Carolina. **University** shall provide written certification to **Affiliating Agency** upon request.
6. To instruct students in the principles of confidentiality governing patient care and preserve the confidentiality of information concerning **Affiliating Agency** patients that they may encounter during their clinical experience.
7. To adhere to the essential guidelines for the applicable accrediting bodies for the particular academic disciplines covered pursuant to this Agreement.
8. To provide students with instruction on Infection Control, Blood-borne Pathogens, Tuberculosis, Substance Abuse Prevention, and OSHA Workplace Standards.

The Affiliating Agency agrees to do the following:

9. To offer its facilities as a site for a clinical learning experience for the **University's** students in the above-listed disciplines and to permit said students to rotate through the facility for purposes of obtaining a clinical learning experience, and to foster among its agency's staff employees, both technical and professional, a "teaching attitude" of helpfulness to the University's students and/or faculty.
10. To provide appropriate equipment, space, and reference materials (as available) for students to facilitate the accomplishment of their clinical assignments; and when possible, to provide for use of support facilities.
11. To provide each student instruction in practical skills which meet the goals of the clinical experience component of the student's educational program in the areas mutually agreed upon by the **Affiliating Agency** and the **University**. Instructors in practical skills shall be knowledgeable of and experienced in the performance of tasks incident to such practical skills, and shall have applicable professional certifications or licenses.
12. To complete an evaluation of each student's clinical performance at times designated and on forms provided by the **University**.
13. To provide on-premise emergency healthcare for students at the Facility. Students are financially responsible for health care provided by the Facility.
14. Upon request, to provide copies of current **Affiliating Agency** policies and procedures to **University** during the term of this agreement.

General Provisions

15. INDEPENDENT CONTRACTOR: This Agreement does not create the relationship of the **University** and/or its agents as an employee, agent, or legal representative of **Affiliating Agency** for any purpose whatsoever, it being the intent of the parties hereto to create the relationship with the **University** and/or its agents as an independent contractor for whose actions or failure to act **Affiliating Agency** shall not be responsible.
16. EVALUATIONS: Student's performance will be evaluated by the faculty supervisor and/or preceptor who will consult with other providers who have worked with the student. The **University** shall withdraw any student from the clinical experience to which this Agreement

relates upon receiving written notification from **Affiliating Agency** to the effect that the student's performance in the clinical program is in violation of the policies, procedures, protocols, or other conditions which apply at **Affiliating Agency** or that there exist other reasonable causes why withdrawal is necessary. Prior to withdrawal from the clinical program, the student will be provided with notification concerning the intended withdrawal and the basis therefor and shall be afforded an opportunity to respond to the notification. Such notification and response may be given verbally.

17. **LIABILITY:** The **University** on its behalf accepts responsibility for its tortious acts to the extent allowed under the North Carolina Tort Claims Act, as set forth in Article 31 of the North Carolina General Statutes, and accepts responsibility for any and all claims, loss, liability, demands, or damages due to its own negligence or the negligence of its agents or employees while in the performance of their duties or assignments pursuant to this Agreement to the extent permitted by law, except that the **University** does not agree to hold harmless **Affiliating Agency** from any claims which may have resulted from error or omission by **Affiliating Agency** and/or its agents or employees.
18. **ENTIRETY:** This Agreement contains the entire agreement between the parties hereto and supersedes all prior and contemporaneous agreements, arrangements, negotiations and understanding between the parties hereto relating to the subject matter of this agreement.
19. **ALTERATION:** No supplement, modification, or amendment of the terms of this Agreement shall be binding or enforceable unless executed in writing by the parties to this Agreement. This Agreement is subject to annual review by the parties with a view toward modifying the Agreement, when necessary, on the basis of prior experience under the Agreement.
20. **SEVERABILITY:** If any provision of this Agreement is determined to be invalid or unenforceable, the provision shall be deemed to be severable from the remainder of the Agreement and shall not cause the invalidity or unenforceability of the remainder of this Agreement.
21. **WAIVER:** The failure by the party at any time to require performance by the other party of any provision hereof shall not affect in any way the right to require such performance at a later time nor shall the waiver by either party of a breach of any provision hereof be taken or be held to be a waiver of such provision. Furthermore, no waiver of any term, provision or condition of this Agreement whether by conduct or otherwise in any one or more instances, shall be deemed to be, or shall constitute, a waiver of any other provision, whether or not similar, nor shall such waiver constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the party making the waiver.
22. **ASSIGNMENT:** This Agreement shall not be assignable by either party without express, written consent of the other.

23. NOTICE: Any notice required or permitted to be given hereunder shall be in writing and shall be deemed to have been given when delivered personally or three (3) days after being mailed to the following addresses:

Affiliating Agency
FAYETTEVILLE TECHNICAL COMMUNITY COLLEGE
PO Box 35236
Fayetteville, NC 28303

University
Gary R. Vanderpool
Executive Associate Vice Chancellor for
Health Sciences Administration and Finance
The Brody School of Medicine – Rm. AD-50
Greenville, North Carolina 27834

24. CONTRACT TERM: This Agreement is for a term of two years beginning **September 1, 2005** and continuing through **August 31, 2007**. A except as outlined in Section 25.C., below. Thereafter, this agreement is for a term of one year and may be renewed annually in writing.

25. TERMINATION:

- A. Any party shall have the right to terminate this Agreement, with or without cause, upon thirty (30) days notice in writing to the other party, except that this Agreement will remain in full force and effect for any changes incurred prior to the date of termination.
- B. It is the understanding of the parties that this Agreement may be terminated pursuant to a breach of the Agreement upon thirty (30) days written notice to the breaching party by the non-breaching party, except as provided for in Section 20., above.
- C. A change in ownership of the **Affiliating Agency** will result in termination of this Agreement. This termination will be effective as of the date of the change in ownership except as provided in Section 25.A., above.

26. OBRA COMPLIANCE: The parties agree that, upon request, they will make their books, documents, and records available to the Secretary of Health and Human Services, the Comptroller General, or their duly authorized representative to the extent required by Section 952 of the Omnibus Budget Reconciliation Act of 1980 and will obtain a similar agreement from any related sub-contractor whom they engage to perform on their behalf.

27. JURISDICTION: This agreement has been entered into in the State of North Carolina and all questions with respect to the construction of this Agreement and the rights and liabilities of the parties shall be governed by the laws of the State of North Carolina.

The headings and numbers of sections and paragraphs contained in this Agreement are for reference only and shall not affect, in any way, the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties have executed this contract on this day and year first above written.

**EAST CAROLINA UNIVERSITY
DIVISION OF HEALTH SCIENCES**

**EAST CAROLINA UNIVERSITY
SCHOOL OF NURSING**

By: *Michael J. Lewis*
for Michael J. Lewis, MD, PhD
Vice Chancellor for Health Sciences

By: *Phyllis N. Horns* 1/38
Phyllis N. Horns, RN, DSN, FAAN
Dean, School of Nursing

AFFILIATING AGENCY

FAYETTEVILLE TECHNICAL COMMUNITY COLLEGE

By: *Lang Horn*, *President* Date: *11/3/05*
Name Title

APPENDIX A
Schools and Academic Departments Included in this Agreement

School of Allied Health Sciences

Clinical Laboratory Science
Communication Sciences & Disorders
Health Information Management
Health Services Management
Occupational Therapy
Physical Therapy
Physician Assistant Studies
Rehabilitation Studies

School of Nursing

Family Nurse Practitioner
General Nursing – Undergraduate – Generic RN Track
Neonatal Nursing
Nurse Midwifery
Community Health
Nurse Anesthesia Program

School of Medicine

Family Medicine
Medicine
Pediatrics
Psychiatric Medicine
Obstetrics/Gynecology
Surgery

APPENDIX B
CERTIFICATION BY STUDENT OF PHYSICAL STATUS

I, _____, a student at East Carolina University, do hereby certify that I do not, to the best of my knowledge, presently have a communicable disease or communicable health problem that might or could jeopardize patient or employee health at _____ or that I do have such a communicable disease or communicable health problem as listed below. I hereby agree to notify _____ if I contract or become aware that I have a communicable disease or communicable health problem that might or could jeopardize patient or employee health care at _____.

This the ___ day of _____, 200_.

(Print or type Name)

Witnessed by: _____
(Print or Type Name and Title of School Official)

Communicable disease or communicable health problem that I have (if any):

APPENDIX C
CERTIFICATION OF PHYSICAL STATUS OF STUDENTS

The School of _____ at East Carolina University does hereby certify that the following students on the attached list, are enrolled in the School of _____ and do not presently have a communicable disease or communicable health problem that might or could jeopardize patient or employee health at _____. The School of _____ at East Carolina University hereby agrees to notify _____ if any student on this list contracts or becomes aware that he or she has a communicable disease or communicable health problem that might or could jeopardize patient or employee health care at _____.

This the _____ day of _____, 200_.

(Print or type name)

Signature

Title

APPENDIX D

Mutual Agreements between East Carolina University School of Nursing and Affiliating Agency
providing Clinical Education for Nursing Students

East Carolina University School of Nursing and Affiliating Agency hereby agree as follows:

1. East Carolina University supports the protections available to members of its community under all applicable Federal laws, including but not limited to. Title VI and VII of the Civil Rights Act of 1964, Sections 799A and 845 of the Public Health Service Act, the Equal Pay and Age Discrimination Acts, the Rehabilitation Act of 1973, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, and Executive Order 11246. Compliance with provisions of these laws pertaining to University policy in regard to non-discrimination herein made a part of this Agreement.
2. There shall be no discrimination on the basis of, among others, disability in either the selection of students for clinical practice or as to any aspect of the clinical practice experience; provided, however, that the disability must not be such as would, even with reasonable accommodation, in and of itself preclude the student's effective participation in the activities which make up the terms of this Agreement.
3. The Family Educational Rights and Privacy Act (PL 93-380) relative to release of information on students are incorporated herein; the parties agree to comply fully with all aspects of the aforementioned Act.
4. To cooperate in long and short term planning necessary to insure high quality clinical/field education experience at the Affiliating Agency for students of nursing.
5. That the number of students eligible to participate and the schedule of participation in the clinical/field education program at the Affiliating Agency will be mutually determined by the parties above represented except that no more than 10 students will be assigned to one faculty member per specific clinical experience.
6. To inform the other party of changes in curriculum, availability of learning opportunities, or staffing affecting clinical preparation of students prior to the beginning of a clinical/field education term or as early as feasible.
7. That this association between East Carolina University School of Nursing and Affiliating Agency involves no exchange of money or financial obligation on the part of either party.

East Carolina University School of Nursing agrees:

1. That East Carolina University School of Nursing shall retain direct responsibility for and control of its students' education in nursing through one or more members of its own faculty in its unit of nursing.
2. That East Carolina University School of Nursing shall be responsible both for classroom teaching and for the students' clinical education program.
3. That East Carolina University students in nursing shall be governed by the same policies as govern other students with respect to acts of misconduct (cheating, plagiarism, etc.) as provided in applicable University policies.
4. To provide professional instructional personnel for students assigned to the facility for clinical experience and it will be the responsibility of East Carolina University School of Nursing instructors to become familiar with the policies, standards, nursing procedures and physical set-up of the facility and to orient the students.
5. To provide and maintain the records and reports of students necessary for conducting the students' clinical education program.
6. To share East Carolina University School of Nursing teaching facilities, equipment and library resources with the Affiliating Agency when feasible and available.

The Affiliating Agency agrees:

1. That the Affiliating Agency shall retain direct responsibility for and control of its health delivery services.
2. To provide and maintain registered nurse supervision of patient care as prescribed by the policies and standards of the North Carolina Board of Nursing.
3. To make available for student learning experience direct patient care, in all units as needed, as well as learning opportunities in appropriate rounds, staff meetings, in-service education programs and similar activities.

APPENDIX D (CONTINUED)

IN WITNESS WHEREOF, the parties have executed this Appendix D to this contract on this day and year first above written.

EAST CAROLINA UNIVERSITY SCHOOL OF NURSING

By: Phyllis N. Horns, RN
Phyllis N. Horns, RN, DSN, FAAN
Dean, School of Nursing

AFFILIATING AGENCY

FAYETTEVILLE TECHNICAL COMMUNITY COLLEGE

By: Larry B. Morris, President FTCC
Name, Title, Agency Name