

NORTH CAROLINA

AFFILIATION AGREEMENT

CUMBERLAND COUNTY

THIS AFFILIATION AGREEMENT is made this 11th day of **January 2007**, by and between **FAYETTEVILLE TECHNICAL COMMUNITY COLLEGE**, a non-profit corporation created and organized under the laws of the State of North Carolina ("FTCC"), and **Fayetteville Pulmonary & Critical Care** having its principal office the in the City of **Fayetteville, North Carolina** ("Agency").

RECITALS:

1. FTCC operates a degree program in the field of **Respiratory Care**.
2. Agency operates facilities licensed by the State of North Carolina.
3. FTCC desires to provide its students with a clinical learning experience.
4. Agency has agreed to make its facility available to FTCC's students under the terms and conditions set out in this agreement.

NOW THEREFORE, in consideration of the mutual promises of the parties as stated in this agreement, the parties agree as follows:

1. TERM. The term of this agreement shall commence on the date that it is signed by the last party to sign the same and shall exist and continue for a period of one (1) year. The term shall be automatically extended for successive periods of one (1) year each unless either party shall give to the other party a written notice of at least sixty (60) days prior to the end of any current term of that party's intention not to renew.

2. OTHER TERMINATION. In addition to the right of termination provided in paragraph 1 above, either party may terminate this agreement without cause by giving the other party at least sixty (60) days' written notice of its intention to do so. In such event, all students of FTCC then currently enrolled in Agency's program shall be given the opportunity to complete the same, provided that the time required to complete shall not exceed six (6) months.

3. AFFILIATION. FTCC and the Agency are affiliated for the purpose of providing clinical education in the Respiratory Care program ("program"). Each party shall be responsible for the organization, administration, operation, and financing of their part of the services to be provided under this agreement and required by the Program. Each shall also maintain standards established by the recognized and appropriate accreditation bodies applicable to each party.

4. INDEPENDENT CONTRACTOR. The parties acknowledge the independence and autonomy of each as independent contractors. Neither party's agents, employees, representatives, or students shall be considered as agents, employees, representatives, or students of the other party. This agreement shall not be construed as establishing a partnership, joint venture or similar relationship between the parties.

5. CONFIDENTIALITY. FTCC agrees that information made available to its students under this agreement may be confidential, and FTCC agrees to advise its students, agents, faculty, representatives and employees of the necessity to observe such confidentiality. Any unauthorized disclosure of confidential information shall be a material breach of this agreement entitling the Agency to cancel the same upon ten (10) days' notice to FTCC, provided that any non-offending student shall be allowed to complete the Program if not more than six (6) months is required to do so.

6. RESPONSIBILITIES OF AGENCY. The Agency shall:

- a. Accept FTCC students for clinical education without regard to race, color, national origin, religion, sex, age, disability or political affiliation.
- b. Make available the clinical areas pertinent for FTCC student learning experiences, including the necessary equipment and supplies.
- c. Provide responsible supervision for FTCC students assigned to the Agency.
- d. Have sole responsibility for patient care involved in the education process.
- e. Provide space for FTCC student conferences as necessary.
- f. Inform FTCC students and instructors of pertinent Agency personnel and administrative policies and procedures.
- g. Designate professions employed by the Agency to assume responsibility for FTCC student learning experiences as necessary.
- h. Identify the number of FTCC students who can be accommodated for any clinical education period, based upon adequate staff and patient census.
- i. Evaluate assigned FTCC students periodically using evaluation forms supplied by FTCC.
- j. Report to FTCC any student found to be lacking in qualities essential for services to be provided under the Program, for failure to conform to the rules and regulations of the Agency, for prolonged ill health or excessive absences, or for other reasonable cause.
- k. Help FTCC students and instructors obtain medical assistance in emergency situations that may occur while FTCC students or instructors are performing clinical rotations. The FTCC students will be responsible for any costs incurred.

- l. Assume the responsibility for notifying the appropriate FTCC instructor regarding any infectious exposure encountered by FTCC students.
- m. Allow for evaluation of the facility and other activities as required by external accrediting agencies.
- n. Ensure that FTCC students and instructors of FTCC are made aware of and are encouraged to follow all Agency policies and procedures.

7. RESPONSIBILITIES OF FTCC. FTCC shall:

- a. Select and accept students for education without regard to race, color, national origin, religion, sex, age, disability or political affiliation.
- b. Assign students to the Agency who have met the requirements of the program.
- c. Coordinate activities through the Chairperson of the department or her designee.
- d. Provide the 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' performances.
 - (5). A list of skills students are expected to perform where applicable.
- e. Require the students to have liability insurance for personal and accident care protection.
- f. Assure that all students are in compliance with OSHA Standard on Bloodborne Pathogens, the Service Agency Infection Control Standards, and the Health Insurance Portability and Accountability Act (HIPAA) Guidelines. The students will receive annual instruction on universal precautions and the issues relating to bloodborne pathogens. All students will receive a TB skin test and be immunized for Tetanus Rubella, Rubeola, Varicella, and Hepatitis B vaccinations or have an acceptable titer level prior to attending clinical rotations. FTCC or the student will provide immunization records and results of the annual TB skin test or check x-ray if requested.

- g. Assure consistent follow-up communication with the Agency regarding any student who has received treatment and/or services by the Agency resulting from infectious exposure.
- h. Ensure that all information acquired as a result of the clinical rotation be considered privileged information and shall be held in strictest confidence. This includes information regarding patients, patient care, and patient's families and homes, and the employees of the Agency.
- i. Maintain ultimate responsibility for the evaluation of students and to keep all permanent records and reports of the students' clinical performances.
- j. Maintain and enforce all policies of FTCC.
- k. Assure currency of students' CPR certification.
- l. Terminate when requested by the Agency, privileges afforded to any student and/or instructor who violates terms of this agreement or the policies and procedures of the Agency.

8. NON-DISCRIMINATION. There shall be no discrimination in any form, against students or employees on the grounds of race, color, national origin, religion, sex, age, disability or political affiliation.

9. ENTIRE AGREEMENT. This agreement contains the entire understanding of the parties with respect to the subject matter and supersedes all prior agreements, or written, and all other communications between the parties relating to such subject matter. This agreement may not be amended or modified except by mutual written agreement. All continuing covenants, duties, and obligations shall survive the expiration or earlier termination of this agreement.

10. GOVERNING LAW. This agreement shall be governed and construed in accordance with the laws of the state of North Carolina.

11. ASSIGNMENT; BINDING EFFECT. Neither party shall assign this agreement nor transfer any of its rights, duties, or obligations under this agreement, in whole or in part, without the prior written consent of the other party. This agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and permitted assigns.

12. NOTICES. All notices given under this agreement by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States Mail, postage prepaid, addressed as follows:

If to FTCC:

Fayetteville Technical Community College
P.O. Box 35236
Fayetteville, NC 28303-0236
Attn: **Ruth Baldwin, RCP, RRT, MA**
Chairperson – Respiratory Care

If to Agency:

Fayetteville Pulmonary & Critical Care
1205 Cape Court
Fayetteville, NC 28302
Attn: **Gautam Dev, M.D.**
President

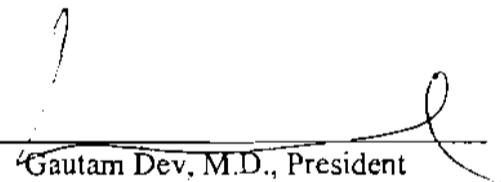
or to such other persons or places as either party may from time to time designate by written notice to the other.

IN TESTIMONY WHERE, the parties hereto have caused this agreement to be executed by their duly authorized officer, as of the day and year first above written.

Fayetteville Technical Community College

By: 
Larry Norris, President

Agency: Fayetteville Pulmonology & Critical Care

By: 
Gautam Dev, M.D., President

NORTH CAROLINA
CUMBERLAND COUNTY

I, Betty P. Shackelford, a Notary Public of said County and State, do hereby certify that **Larry Norris** personally came before me this day and acknowledged that he is the **President of The Trustees of Fayetteville Technical Community College**, a corporation, and that by authority duly given and as the act of the corporation, he signed the foregoing instrument.

My commission expires: June 18, 2007

Witness my hand and official seal, this the 29 day of JANUARY, 2007.

Betty P. Shackelford
Notary Public

(N.P. Seal)

NORTH CAROLINA
CUMBERLAND COUNTY

I, MARY C. CULBRETH, a Notary Public of Cumberland County, North Carolina, certify that **Gautam Dev, M.D.** personally appeared before me this day and acknowledged that he is **president of Fayetteville Pulmonology & Critical Care**, a North Carolina non-profit corporation, and that by authority duly given and as the act of the corporation, he signed the foregoing instrument.

Witness my hand and official seal, this the 31 day of JANUARY, 2007.

My Commission Expires August 04, 2010

Mary C. Culbreth
Notary Public

My commission expires:

(Notary Seal)