

AGREEMENT FOR CLINICAL AFFILIATION

BETWEEN

HARNETT COUNTY EMS

AND

**FAYETTEVILLE TECHNICAL COMMUNITY COLLEGE
FAYETTEVILLE, NC**

This agreement made and entered into as of the 1st day of November 2008 by and between Harnett County EMS hereinafter referred to as the "Service Agency" and Fayetteville Technical Community College, hereinafter referred to as the "College".

WITNESSETH:

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

- I. **TERM.** The term of the 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 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 MR, EMT, EMT-I, and EMT-P program. To that end, each party recognizes:
 - A. That the Service Agency and the College will each be responsible for their respective agency's own organization, administration, operation and financing of their responsibilities under this Agreement. Each shall maintain standards established by the recognized and appropriate 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 constructed as an agency, employment or partnership agreement between the Service Agency and the College.

- 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 students 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 inform the students and the instructors from the College of pertinent Service Agency personnel and administrative policies and procedures.
- E. To designate health professional, employed by the Service Agency to assume responsibility for the students' learning experience as necessary. These health professionals must be an EMT-Paramedic, RN, or MD.
- F. To identify the number of students, who can be accommodated for any clinical education period, based upon adequate staff and patient census.
- G. To evaluate assigned students periodically using forms supplied by the College.
- H. To report to the College any student found to be lacking in qualities essential for services being provided, for failure to conform to the rules and regulations of the Service Agency, for prolonged ill health or excessive absences, or for other reasonable cause.
- I. To offer students 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 cost incurred.
- J. 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 only those students who are affiliated with Fayetteville Technical Community College MR, EMT, EMT-I and / or EMT-P program and who have met the requirements of the Program.
- C. To coordinate activities through the head of the department or his/her designee.
- D. To provide the Service Agency with:
 - 1. Advanced 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 student is expected to perform where applicable.
- E. Ensure that each student and instructor obtains and maintains health insurance and professional liability insurance, including medical malpractice insurance in an amount of not less than one million (\$1,000,000.00) per occurrence and three million (\$3,000,000.00) annual aggregate. The college may obtain and maintain professional liability insurance, including medical malpractice insurance on behalf of each student and instructor in an amount of not less than one million (\$1,000,000.00) per occurrence and three million (\$3,000,000.00) annual aggregate.
 - F. To keep all permanent records and reports of the students' clinical performance and to maintain responsibility for students' evaluations.
 - G. To require the students and instructors to show proof of receiving the Hepatitis B vaccination, a TB test within the past year, and infection control training.
 - H. 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 term of this agreement or the policies and procedures of the Service Agency.
- V. **BINDING EFFECT.** This agreement shall insure to the benefit of and be binding upon the parties hereto, their successors and assigns; it may be amended at any time by written agreement of the parties hereto.
- VI. **GOVERNING LAW AND JURISDICTION.** This Agreement shall be governed by the laws of the State of North Carolina. Any dispute arising from this Agreement shall be filed in the state courts of North Carolina located in Harnett County, North Carolina.
- VII. **ENTIRE AGREEMENT.** This Agreement represents the entire and integrated agreement between Service Agency and College and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may only be amended by written instrument signed by Service Agency and College.
- VIII. **NO THIRD PARTY BENEFICIARIES.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against Service Agency or College.
- IX. **SEVERANCE CLAUSE.** In the event any provision of this Agreement is adjudged to be not enforceable or found invalid, such provision shall be stricken and the remaining provisions shall be valid and enforceable.

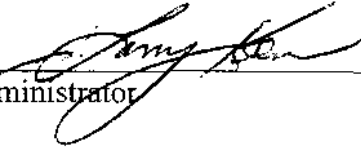
IN TESTIMONY WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers, the day and year above written.

SERVICE AGENCY


Emergency Services Director

12/1/08
Date

COLLEGE


Administrator

Director

11-18-08
Date