

Agreement  
for  
Clinical Affiliation

Between

**LIBERTY HOME CARE**  
(Service Agency Name)

Fayetteville, North Carolina

And

FAYETTEVILLE TECHNICAL COMMUNITY COLLEGE

Fayetteville, North Carolina

This agreement made and entered into as of this 1st day of September, 2003, by and between

LIBERTY HOME CARE of Fayetteville, Inc., hereinafter referred to as the "Service Agency",  
and

Fayetteville Technical Community College, hereinafter referred to as the "College":

WITNESSETH: 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  
September 1, 2003, 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 the 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.

**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 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.
- J. To help students and instructors of the College obtain 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 FTCC 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 or 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 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 Hepatitis B vaccinations or titer prior to attending clinical rotations. The college or student will provide results of the annual TB skin test or chest x-ray if requested.
- 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 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 Liberty Home Care.
- I.** To maintain ultimate responsibility for the evaluation of students and to keep all permanent records and reports of the students' clinical performances.
- J.** To maintain and enforce all policies of the College.
- K.** To assure currency of students' CPR certification.
- L.** To terminate when requested by the Service Agency, privileges afforded to any student and/or instructor who violates terms of this agreement or the policies and procedures of the Service Agency.
- M.** Supervision of students by college faculty is the responsibility of the college also see Paragraph VI on faculty/student supervision ratio. However, the Service Agency shall maintain responsibility for patient care.

**V. PROGRAMS AFFILIATING.**

Associate Degree Nursing  
Practical Nursing

VI. SPECIAL PROVISION FOR PROGRAM AFFILIATING.

The student/faculty ratio will be no greater than 10:1.

VII. BINDING EFFECT. This agreement shall inure 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.

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.

SERVICE AGENCY

COLLEGE

Sandy Marshall  
Senior Director of Clinical Services

Larry Norris  
President

Sandy Marshall  
Signature

Larry Norris  
Signature

9/10/03  
Date

10/1/03  
Date

Tony Zizzamia Anthony J. Zizzamia, Jr  
Executive Director

Anthony J. Zizzamia, Jr  
Signature

9/8/2003  
Date