

CLINICAL ROTATION AGREEMENT

BETWEEN

MCLEOD HEALTH

AND

FAYETTEVILLE TECHNICAL COMMUNITY COLLEGE

THIS AGREEMENT is made and entered into as 1st day of September, 2008, by and between **McLeod Health** of Florence, South Carolina, hereinafter called "**Facility**" and **Fayetteville Technical Community College** of North Carolina, hereinafter called the "**College**."

I. COLLEGE THROUGH THE DIVISION OF HEALTH SCIENCES AGREES TO:

- A. Designate College employees to serve as Coordinators for all Clinical Rotations to work directly with Facility personnel and coordinate all Student activities.
- B. Prepare and transmit to Facility a comprehensive program of instruction in each of the Allied Health and Nursing Programs as noted in Attachment(s). Such comprehensive programs of instruction shall be forwarded to Facility no later than two (2) weeks prior to the beginning of each semester.
- C. Recruit, counsel, and discipline Students in each program area.
- D. Advise each student that such student must obtain and maintain during such student's clinical rotation professional liability coverage in one amount of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate, and that such student must furnish proof of such insurance to the Facility prior to commencing such student's clinical rotation.
- E. Admit only those Students to the clinical training program that have not only met all the program prerequisite courses for their particular clinical sequence but also satisfied the Facility's eligibility criteria.
- F. Provide the services of experienced, qualified, and currently competent Instructors for each instructional experience as a liaison between College and Facility. To the extent required by applicable law, the College will ensure Clinical Instructors are duly licensed, registered, or certified to practice in South Carolina and that their licenses are current and unrestricted during the term of this Agreement. Instructor duties to Facility shall include but shall not be limited to the following:

1. Advance notification of clinical assignments, as required by Facility, including dates, hours number of Students, assigned Instructors and types of experiences
 2. Supervision and evaluation of Student assignments and clinical experiences; monitoring and evaluating the competence and performance of each Student
 3. Removal of any Student from the clinical site when the Student is unacceptable to Facility for reasons of health, performance, behavior, or other causes which violate hospital standards
 4. Advising Students of their responsibilities during their clinical rotation at Facility to include keeping confidential all medical and health information pertaining to clients in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) privacy and security standards. Advise Students that the minimum protected health information (PHI) will be disclosed only to perform functions necessary to the assigned clinical rotation. Advise Students that Facility computer system access granted to them will be solely for the purposes of the assigned clinical rotation and that the information accessed via the computer is the Facility property and may not be transmitted or reused in any manner not otherwise prescribed in this agreement.
- G. Verify to Facility that Students and Instructors assigned to Facility have met all required immunizations and tests including but not limited to: (i) TB; (ii) Hepatitis B vaccination series (or waiver); and any other test that is now or may in the future be required by state or federal law or regulation.
- H. Require students to provide evidence of a criminal background check and evidence that he/she has not currently been excluded, suspended, debarred or otherwise ineligible to participate in federal health care programs. For each Instructor and Student who will participate in the Clinical Rotation program, provide, at a minimum, verification to Facility that the following have been completed within 90 days of admission to the clinical sequence:
1. Criminal background check for places of residence for prior seven (7) years
 2. Check of the Sex Offender Registry
 3. Check of the Office of Inspector General

4. Check of the General Services Administration (GSA) list of excluded individuals/entities
5. Check of any other registry or records required by law, accrediting agency, or specific Facility.

Costs of such background checks are the responsibility of the Student. Criminal background checks will be conducted by such agency or company that is agreeable to both College and Facility. Facility may require other assurances as it deems appropriate.

College shall notify each Instructor and Student that he/she must report to College any arrests and/or criminal charges or convictions filed subsequent to completion of the criminal background check and during the clinical rotation program, that failure to do so may result in dismissal from the clinical rotation program. College further agrees to notify Facility as soon as possible, but not later than seven (7) calendar days of college learning of such charges or convictions.

- I. Notify each Instructor and Student that Facility may require a drug screen prior to participation in the Clinical Rotation program and at other times in accordance with Facility's policies and that failing a drug screen will likely bar participation in or continuation in the Clinical Rotation program.
- J. Provide to Facility, if requested, any documents or records regarding health screens or background checks.
- K. Keep Facility informed as to needs of the program to comply with the standards as stated in *Essentials of an Accredited Educational Program* as published by the appropriate accrediting organization.
- L. Ensure that Instructors and Students of the College are advised of and abide by the applicable Facility policies and procedures, including but not limited to wearing appropriate name tags as required by Facility in accordance with the "Lewis Blackmon Patient Safety Act of 2005."
- M. Assure that students assigned to patient areas are certified in Basic Cardiac Life Support and provide evidence to McLeod, if requested.
- N. FERPA Requirements: Agree to comply with the Federal Family Educational Rights and Privacy Act, as codified at 20 U.S.C. § 1232 ("FERPA") and any current and future regulations regarding education records and associated personally identifiable information contained in 34 C.F.R. Part 99.

Agree not to use or further disclose student records, i.e., "education records" or "record" or any "personally identifiable information" (as defined in 34 C.F.R. § 99.3), other than as permitted by FERPA and the terms of this Agreement.

Agree to make its internal practices, books, and records relating to the use and disclosure of student records available to the Secretary of Education to the extent required for determining compliance with the FERPA regulations.

Agree to obtain the student's consent of disclosure of personally identifiable information except to the extent that FERPA authorizes disclosure without consent, e.g., if the disclosure is to the University, prior student consent is not required (see FERPA 34 C.F.R. § 99.31 for other exceptions).

Agree to store, retain and transmit student records in a manner that is reasonable in light of FERPA's intent to protect the privacy of parents and students, and to destroy the student records within a reasonable time, normally within twelve (12) months after the end of the student's affiliation with the Facility, or longer as required or permitted by law.

- O. Records: The College will maintain all employee/student records as required under the Regulations; the College shall make all records regarding compliance available to McLeod as required by law or upon the Hospitals reasonable request.

II. **FACILITY AGREES TO:**

- A. Designate Facility employees to serve as Coordinators for the Clinical Rotations program and to work directly with College.
- B. Provide Instructors with copies of Facility's policies, rules, regulations, and procedures that are applicable to Students' and Instructors' participation in the program.
- C. Permit Students and Instructors to assist in the provision of nursing and other ancillary health care services to Facility patients for which students have been prepared academically. Facility retains responsibility for the care of its patients/clients and maintains responsibility for administrative and professional supervision of Students insofar as their presence and program assignments affect the operation of the Facility and its care of patients/clients.
- D. Maintain standards of care and services that are conducive to sound clinical rotation for Students and that meet regulations of the South Carolina Department of Labor, Licensing, Regulation (LLR) and other certifying agencies.
- E. Provide College Instructors and Students with an orientation to Facility.

- F. Provide reasonable Student facilities such as a classroom or conference rooms and equipment.
- G. Make Facility's library available to the Students for reference and lending.
- H. Furnish Facility policy and procedure manual to College and have manuals available for reference by Instructors and Students.
- I. Provide emergency medical care for Students and Instructors on facility premises, with charges remaining the responsibility of the Student and/or the College.
- J. At Facility's option, provides an examination of Students suspected of a condition that may be harmful to the patient population for determination as to whether Student will continue on the assigned clinical rotation.
- K. Provide access to Facility computer systems for Students and Instructors in accordance with Facility's policies and procedures. Facility will provide orientation for network access, systems security and facility HIPAA-specific practices to protect Electronic Protected Health Information (EPHI).
- L. Maintain insurance in amounts sufficient to cover its responsibilities under this Agreement.

III. **MUTUAL RESPONSIBILITIES**

- A. In accordance with Section V(h) of the Occupational Safety and Health Act of 1970, which regulations became effective March 6, 1992 (the "Regulations") College and Facility agree to the following:
 - 1. Information and Training. College shall be responsible for compliance with the Regulations, including but not limited to responsibility as "the employer" to provide all Instructors and Students with (a) information and training about the hazards associated with blood and other potentially infectious materials, (b) information and training about the protective measures to be taken to minimize the risk of occupational exposure to blood and other potentially infectious materials, and (c) information as to the reasons the Instructors and Students should participate in Hepatitis B vaccination and post exposure evaluation and follow-up.
 - 2. Protective Equipment. Facility shall be responsible for providing College employees and Students served under this agreement with personal protective equipment which is necessary to comply with Regulations.

- B. Conduct coordinating conferences consisting of representatives of Facility and College periodically or as deemed necessary by either party.
- C. Provide completed reports, data, self-studies, and other reasonable information that may be requested and/or required by professional or educational accrediting agencies, governmental bodies, or facility accrediting bodies. This information may not be released to third parties without express written permission, except as required by law.
- D. JCAHO Standards: All personnel/students interacting with patients at McLeod or any of its facilities are expected to know and to adhere to JCAHO standards pertaining to that respective area.

IV. **CONFLICTS AND REMOVAL OF STUDENTS OR INSTRUCTORS.**

If a conflict arises between an employee of the Facility and an Instructor or Student: the Coordinators shall intervene within seven (7) calendar days in an attempt to resolve the matter. Facility may require that College immediately remove a Student or Instructor from a clinical rotation when Facility believes that the individual exhibits inappropriate behavior, is disruptive, does not comply with Facility rules or policies, poses a threat to the health, safety or welfare of a patient, employee or any other person, or for any other reason deemed necessary by the Facility. In addition, upon receipt of the roster or at any time after a clinical rotation begins, Facility may refuse to allow any Student or Instructor to participate in the clinical rotation if the individual has an unfavorable record with Facility from previous employment, another clinical rotation, or any other reason. If Facility determines that Student or Instructor is not suitable for participating in a clinical rotation, Facility will notify College as provided in Paragraph VIII.

V. **TERMINATION**

- A. Termination for Cause. The term of this agreement is for five (5) years, commencing on the day and year first written and terminating on the 1st day of September 2013. Facility may immediately terminate this Agreement for cause upon notice to College upon the occurrence of any of the following events: (1) failure of College to maintain insurance coverage as required by the Agreement; or (2) College fails to bar a Student from participating in a Clinical Rotation after Facility has informed College to remove a Student for reasons permitted under this Agreement.
- B. Termination for Material Breach. If either party defaults by the failure to comply in all material respects with the terms of this Agreement, the other party may terminate the Agreement by giving at least 30 days prior written notice to the defaulting party, specifying in reasonable detail the nature of the default, unless the defaulting party remedies the default within the 30 day period. This provision shall not constitute an election of remedies by either party, and each party shall

have and retain all rights and remedies that may be available at law or in equity in the event of breach or default by the other party.

- C. Termination Without Cause. Either party may terminate the Agreement by giving 6 months prior written notice to the other party.
- VI. RESPONSIBILITY FOR ACTIONS. Each party shall be responsible for its own acts and omissions and the acts and omissions of its employees, officers, directors, and affiliates. A party shall not be liable for any claims, demands, actions, costs, expenses and liabilities, including reasonable attorneys' fees, which may arise in connection with the failure of the other party or its employees, officers, directors, or agents to perform any of their obligations under this Agreement. If any party is an agency or institution of the State of South Carolina, its liability shall be governed by the South Carolina Tort Claims Act.
- VII. DISCLAIMER OF INTENT TO BECOME PARTNERS. Facility and College shall not by virtue of this Agreement be deemed to be partners or joint venturers. Neither party shall incur any financial obligation on behalf of the other.
- VIII. NOTICES. Any notices, consents or other communications by one party intended for the other shall be deemed to have been properly given if in writing and personally delivered, transmitted by electronic means, or deposited in the United States first class mail, postpaid, to the addresses or numbers set forth below the signatures of the parties.
- IX. CONFIDENTIALITY. College shall and College must require Instructors and Students to keep confidential and not divulge to anyone else any of the proprietary, confidential information of Facility, including patient information, unless such information (1) is or becomes generally available to the public other than as a result of disclosure by College, Instructors or Students or (2) is required to be disclosed by law or by a judicial, administrative or regulatory authority. College, Instructors, and Students shall not use such information except as required to provide patient care services in the clinical rotations. Facility and its staff shall protect and not divulge to anyone else confidential Student and Instructor information obtained through the course of conducting background checks, health and drug screenings.
- X. HIPAA COMPLIANCE.
- A. College must and College shall require Instructors and Students to appropriately safeguard the protected health information of patients in accordance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and as it may be amended from time to time. Instructors and Students may use and disclose protected health information solely for the education and treatment purposes contemplated by this Agreement.

- B. With respect to information obtained or received from Facility, College shall: (1) not use or further disclose the information other than as permitted or required by this Agreement or as required by law; (2) use appropriate safeguards to prevent use or disclosure of the information other than as provided for by this Agreement; (3) report to Facility any use or disclosure of the information not provided for by this Agreement of which College becomes aware; and (4) require that any agents to whom College provides protected health information received from or on behalf of Facility agrees to the same restrictions and conditions that apply to College.
- XI. **NON-DISCRIMINATION.** Facility, College, Instructors, and Students shall not discriminate on the basis of race, color, gender, age, religion, national origin, disability, or veteran's status in the performance of the Agreement. College represents that all services are provided without discrimination on the basis of race, color, gender, age, religion, national origin, disability, or veteran's status.
- XII. **SEVERABILITY.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.
- XIII. **NO ASSIGNMENT.** Neither party may assign its rights or delegate its duties under the Agreement without prior written consent of the other as provided in Paragraph VIII herein.
- XIV. **BINDING EFFECT.** This Agreement shall be binding upon, and shall inure to the benefit of the parties and their respective legal representatives, successors and permitted assigns.
- XV. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the law.
- XVI. **RIGHTS CUMULATIVE; NO WAIVER.** No right or remedy conferred upon or reserved to the Facility in this Agreement is intended to be exclusive of any other right or remedy. Every right and remedy shall be cumulative and in addition to any other right or remedy provided in this Agreement. The failure by either Facility or College to insist upon the strict observance or performance of any of the provisions of this Agreement or to exercise any right or remedy shall not impair any such right or remedy or be construed as a waiver or relinquishment with respect to subsequent defaults.
- XVII. **NO THIRD PARTY BENEFICIARIES.** This Agreement is not intended to confer any right or benefit upon or permit enforcement of any provision by anyone other than the parties to this Agreement.

XVIII. **ENTIRE AGREEMENT.** This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter and cannot be changed or modified except by another agreement in writing signed by the parties.


XIX. **RENEWAL.** This agreement may be renewed every five-(5) years. If the agreement is renewed without modification, such renewal may be evidenced by a letter of agreement signed by officials of the Facility and the University, who either is or who by their office, would have been authorized to sign the original agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN TESTIMONY WHEREOF, the hands and seals of the parties are affixed hereto:

FACILITY:

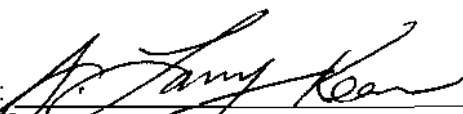
McLeod Health
Corporate Services
P. O. Box 100551
Florence, SC 29501-0551
(843) 777-5062
ggattison@mcleodhealth.org

By: 
Jeannette Glenn, Vice President
Human Resources, Education & Training

Date: 10/15/08

COLLEGE:

Fayetteville Technical Community College
P. O. Box 35236
Fayetteville, NC 28303-0236
(910)678-8500
eckele@faytechcc.edu

By: 
J. Larry Keen, President
Fayetteville Technical Community College

Date: 10-10-08

**MCLEOD HEALTH
CONTRACT COVERSHEET**

Date Issued: 11-10-08

Contract Number: 2085

INSTITUTION: McLeod Health

COST CENTER: 18322

- DIVISION:
- | | |
|------------------------------------------------------|---------------------------------------------------------------|
| <input type="radio"/> McLeod Regional Medical Center | <input checked="" type="radio"/> McLeod Health Services, Inc. |
| <input type="radio"/> McLeod Home Health, Inc. | <input type="radio"/> McLeod Medical Center-Dillon |
| <input type="radio"/> McLeod Health and Fitness | <input type="radio"/> McLeod Medical Center-Darlington |
| <input type="radio"/> McLeod Ambulatory Surgery | <input type="radio"/> McLeod Physician Associates |
| <input type="radio"/> McLeod Hospice | |

DEPARTMENT: Human Resources CONTRACT TERM: 9-1-08 TO 9-1-2013

VENDOR / INDIVIDUAL: Fayetteville Technical Community College

CONTACT PERSON: Gwen Gattison Ext. 5062

- TYPE CONTRACT:
- | | |
|------------------------------------------------------------------|----------------------------------------------------------|
| <input type="radio"/> Clinical Services Agreement | <input type="radio"/> Medical Director |
| <input type="radio"/> Clinical Studies Agreement | <input type="radio"/> Non-Physician Employment Agreement |
| <input type="radio"/> Employed Physician | <input type="radio"/> Partnership Agreement |
| <input type="radio"/> Franchise Agreement | <input type="radio"/> Transfer Agreement |
| <input type="radio"/> Independent Contractor | |
| <input type="radio"/> Lease Agreement | |
| <input checked="" type="radio"/> Other: <u>School Agreements</u> | |

(Appendix "C" Check List (attached) is required for the above with the exception of "Other" and should be forwarded to Hospital Counsel for completion.)

AUTO RENEWAL: No Yes - If Yes, # Years N/A

JCAHO LANGUAGE: No Yes N/A REVIEWED BY:

HIPAA LANGUAGE: No Yes N/A CFO _____

OSHA LANGUAGE: No Yes N/A LEGAL _____

STARK LAW LANGUAGE: No Yes N/A OTHER _____

ANTI-KICKBACK LANGUAGE: No Yes N/A

FAIR MARKET VALUE LANGUAGE: No Yes N/A

DOES THIS CONTRACT INVOLVE NETWORK HARDWARE/ SOFTWARE COMPONENTS?

No Yes N/A IF "YES", HAS IT BEEN APPROVED BY IS? _____ (APPROVAL)

IS THIS AN ASSET PURCHASE? No Yes N/A

IF "YES", HAS MD BUYLINE BEEN CHECKED? No Yes

RECEIVED BY: _____ Date Entered: _____ By: _____