

SOUTHEASTERN REGIONAL MEDICAL CENTER

STUDENT AFFILIATION AGREEMENT

THIS AGREEMENT made as of November 1st, 2010 (“Effective Date”) is by and between **Fayetteville Technical Community College** (hereinafter referred to as “Educational Institution”) and **Southeastern Regional Medical Center** (hereinafter referred to as the “SRMC”).

WHEREAS, SRMC is a private, not-for-profit North Carolina corporation which operates a licensed medical center located at 300 West 27th Street, Lumberton, North Carolina along with other affiliated health care facilities; and

WHEREAS, Educational Institution is an accredited provider of education or training for **Surgical Technology** and **Central Sterile Processing** students; and

WHEREAS, SRMC is a health care facility in which Educational Institution’s students may observe or participate in supervised clinical care activities, and receive clinical experience under the supervision of competent health care providers in actual clinical conditions; and

WHEREAS, SRMC and Educational Institution consider it to be in their respective interests to enter into an Agreement under which Educational Institution’s students observe and participate in the provision of medical care at SRMC.

THEREFORE, in consideration of the mutual covenants and promises contained herein, intending to be legally bound hereby, it is understood and agreed upon by and between the parties as follows:

AGREEMENT AND RESPONSIBILITIES

SRMC agrees to accept the assignment by Educational Institution of certain Surgical Technology and Central Sterile Processing students (hereinafter referred to as “Program Students”) to SRMC and/or SRMC’s affiliated health care facilities for the purpose of clinical participation as part of Educational Institution’s medical education programs.

1. RESPONSIBILITIES OF SRMC

1.01: SRMC shall designate academically qualified professionals employed or affiliated with SRMC as members of its clinical staff who will function as clinical preceptors for Program Students. During the term of this Agreement SRMC’s clinical preceptor shall have the following responsibilities as they relate to Program Students:

- (a) Meet with Program Students on the first day of clinical rotation to review: (i) Educational objectives for each Program Student's rotation; (ii) Work schedules and on-call assignments (both shall be under the control of the SRMC preceptor(s); (iii) SRMC policies and procedures.
- (b) Introduce Program Students to key clinical and auxiliary personnel at SRMC.
- (c) Provide clinical instruction in accordance with Educational Institution's rotation objectives (as indicated to SRMC by Educational Institution pursuant to § 2, paragraph 2.01, below) and the availability of patients and other clinical resources at SRMC. Clinical assignments shall include self-study and library research of clinical topics, if applicable. Such assignment shall be consistent with each Program Student's role pursuant to this Agreement.
- (d) Make best efforts to provide each Program Student with hands-on clinical experience and with the preceptor's own insights and examples of clinical experience.
- (e) Evaluate and maintain individual records of performance of each Program Student.
- (f) Provide each Program Student with regular feedback on his/her clinical and professional performance, and formally review each Program Student's progress in mid-rotation.
- (g) Meet with each Program Student during his/her last week of rotation and complete and sign all practicum forms provided by Educational Institution. Evaluation of each Program Student shall be frank and as accurate a reflection of each individual's clinical competence as possible. Return all completed forms to the appropriate department or designated representative of Educational Institution.

1.02: SRMC shall maintain comprehensive general liability and professional liability insurance, in coverage amounts of not less than \$1 Million per occurrence and \$3 Million annual aggregate, during the term of this Agreement, insuring SRMC against claims for personal and bodily injury, death and property damage as a result of actions by SRMC, its employees and personnel involved in the performance of services described in this Agreement. Such coverage may be provided, in whole or in part, through a qualified Self-insurance Retention Trust Program. SRMC shall give immediate notice to the Educational Institution if any change or lapse in the policy should occur.

1.03: SRMC shall provide each Program Student access to available library facilities at the site of assignment, as appropriate for participation in the program.

1.04: SRMC shall provide to each Program Student with appropriate initial orientation which may include, but not be limited to, instruction in such areas as correct OSHA and infection control techniques, CPR, fire safety, HIPAA regulations, confidentiality and hazardous materials training. Program Students shall not commence clinical rotation until successful completion of orientation.

1.05: SRMC may arrange for appropriate and timely medical care in the event of Program Student's accidental injury or illness, but shall not be responsible for costs involved, follow-up care, or hospitalization.

1.06: SRMC shall provide Educational Institution's designated clinical coordinator(s) with regular opportunities to visit SRMC for purposes of ascertaining that the educational objectives for each Program Student's rotation are being met.

2. RESPONSIBILITIES OF EDUCATIONAL INSTITUTION

2.01: Educational Institution shall provide to SRMC the current curriculum, course objectives, and syllabus of Educational Institution's applicable education program, as well as all forms regarding practicum experience and instructions for completion of these forms.

2.02: Educational Institution shall instruct and require each Program Student to attend all educational activities and comply with all applicable policies and procedures of SRMC and/or any affiliated health care facilities where Program Student may be assigned.

2.03: Educational Institution shall instruct each Program Student that he/she shall complete SRMC's initial orientation, which may include, but not be limited to, instruction in such areas as correct OSHA and infection control techniques, CPR, fire safety, HIPAA regulations, confidentiality and hazardous materials training prior to commencing clinical rotation at any of SRMC's health care facilities.

2.04: Educational Institution and Program Students shall strictly abide by SRMC's policy of confidentiality concerning patient information. Any patient information SRMC shares with or which Educational Institution or Program Students obtain during the course of this Agreement shall be kept confidential by Educational Institution and Program Students and will not be disclosed to any other person or entity unless such disclosure is duly authorized. Each Program Student shall provide written verification to SRMC confirming receipt of SRMC's policy regarding confidentiality.

2.05: Educational Institution shall inform Program Students that they must be properly immunized and receive a health examination as required by SRMC before beginning clinical rotation at SRMC. Program Students must present documentation of required immunizations before beginning clinical rotation at SRMC.

2.06: Educational Institution shall advise Program Students of their responsibility to obtain health insurance coverage for the entire term of their clinical rotation. Neither Educational Institution nor SRMC shall be obligated to furnish such coverage.

2.07: Educational Institution shall instruct each Program Student to wear a pictured nametag identifying his/her status with Educational Institution.

2.08: Educational Institution shall maintain comprehensive general liability and professional liability insurance, in coverage amounts of \$1 Million per occurrence and \$3 Million annual aggregate, during the term of this Agreement, insuring Educational Institution against any and all claims for personal and bodily injury, death and property damage as a result of the performance of services by Educational Institution, its employees and students participating in the clinical training program with SRMC. A certificate of insurance, indicating the effective dates of protection, period of protection and limits of protection, shall be provided to SRMC upon request. Educational Institution shall give immediate notice to SRMC if any change or lapse in the policy should occur.

3. **GENERAL PROVISIONS**

3.01: Both parties agree that in the event a conflict arises related to the clinical rotation of any Program Student pursuant to this Agreement, SRMC shall immediately contact Educational Institution's clinical coordinator of the appropriate department of Educational Institution. In the event that the conflict is not resolved by SRMC's preceptor(s) and the Educational Institution's clinical coordinator, such conflict shall be communicated to the Director of the appropriate Program of Educational Institution and the Chief Executive Officer of the SRMC or his/her designee. In the event a resolution cannot be reached, SRMC reserves the right to request immediate withdrawal of any Program Student whose work or conduct is not in full accord with SRMC standards of performance.

3.02: It is understood that in no event shall Program Students be considered or represent themselves as agents, officers, servants, or employees of SRMC. Likewise, it is understood that in no event shall the employees or staff of SRMC represent themselves as agents, officers, servants, or employees of Educational Institution. Both parties expressly intend that, with regard to the performance of this Agreement, the parties shall be independent contractors, and neither party shall receive any benefits, monetary or otherwise, except as expressly provided for herein.

3.03: This Agreement shall be effective for a period of three (3) years commencing as of the Effective Date once signed by the duly authorized officers of both parties. This Agreement may be terminated for any reason by either party by sixty (60) days written notice to the other party delivered by registered mail, return receipt requested. Further, Educational Institution and SRMC agree that the terms of this Agreement may be revised or amended at any time by formal written addendum to this Agreement executed by both parties.

3.04: Both parties agree that there shall be no discrimination based on race, religion, age, creed, sex, national origin or disability in the performance of this agreement.

3.05: The terms and conditions set forth in this document shall constitute the entire Agreement between the parties with respect to the matters addressed herein, and no other further conditions shall be valid and binding on either party unless reduced to writing and executed by both parties.

3.06: SRMC reserves the right to immediately remove any Program Student from participation who does not comply with SRMC's rules, regulations, policies and procedures, or who engages in any conduct which is contrary to the terms of this agreement or the best interest of SRMC, its patients and or staff.

3.07: Failure by either party to insist upon strict performance of any covenant, term or condition of this Agreement or to exercise a right or remedy shall not constitute a waiver. No waiver of any performance or breach shall effect or alter the terms of this Agreement, but each and every covenant, condition and term of this Agreement shall continue in full force and effect with respect to any other existing or subsequent performance or breach.

3.08: Nothing in this agreement shall be construed as creating or giving rise to any right in any third parties, persons, or entities other than Educational Institution and SRMC.

3.09: Each party shall indemnify, defend and hold the other party harmless from all claims, loss, damage or injury of any kind or character (including without limitation, attorney fees and the costs of enforcement or defense) to any person or property arising from the performance of this Agreement caused by a negligent act or omission of the indemnifying party, its agents or employees. It is agreed that Educational Institution's students, faculty and staff are the agents, employees or servants of Educational Institution. Each party agrees to give the other party written notice of all demands for indemnification hereunder within 30 days after either knew or should have known of the basis for such demand. Educational Institution agreement to indemnify, defend, and hold SRMC harmless is hereby specifically limited to that which is permitted by Chapter 143, Article 31 of the NC General Statutes.

3.10: The parties to this Agreement are independent contractors and stipulate that this Agreement does not create a partnership, joint venture, employment or agency relationship between the parties.

3.11: Neither party may assign its rights nor delegate any duty under this Agreement without the express written consent of the other.

3.12: The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof.

3.13: Whenever any notice, demand or consent is required or permitted under this Agreement, such notice, demand or consent shall be deemed given when personally delivered or sent by certified mail, return receipt requested, addressed to the party's authorized officer or

If to Educational Institution:
FTCC - Surgical Technology
2201 Hull Road
Fayetteville, NC 28303
Attn: Terry Herring

If to SRMC:
Department of Risk Management
300 W. 27th Street
P.O. Box 1408
Lumberton, NC 28538
Attn: Director, Risk Management

3.14: This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, and the proper venue shall be in the General Court of Justice for Robeson County.

3.15: The parties to this Agreement have had an opportunity to consult with legal counsel with respect to the terms of this Agreement. No presumption based on the drafting of this Agreement shall be made regarding ambiguities or their construction against one party or the other.

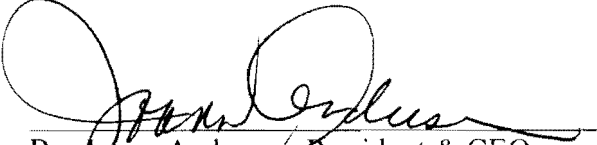
3.16: Neither party to this Agreement shall be held responsible if the fulfillment of any term or provision of this Agreement is delayed or prevented by revolution or other disorder, war, acts of enemies, strike, fire, flood, act of God, or without limiting the foregoing, by any other cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence, the party is unable to prevent.

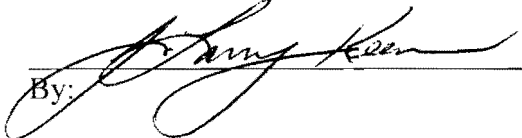
3.17: This Agreement may be executed in more than one counterpart, and each executed counterpart shall be considered the original, all of which together constitute only one agreement.

IN WITNESS WHEREOF, the duly authorized officers of the parties hereto have executed this Agreement, as of the date first written hereinabove.

**SOUTHEASTERN REGIONAL
MEDICAL CENTER**

**FAYETTEVILLE TECHNICAL
COMMUNITY COLLEGE**


By: Joann Anderson, President & CEO


By: Terry Herring