

**STATE OF NORTH CAROLINA
COUNTY OF ORANGE**

STUDENT AFFILIATION AGREEMENT

THIS AGREEMENT, made effective the 8th day of November, 1999, by and between The University of North Carolina Hospitals at Chapel Hill, NC hereinafter referred to as "The Hospital" for its Department of Physical and Occupational Therapy and Fayetteville Technical Community College, hereinafter referred to as "The Facility".

WITNESSETH:

WHEREAS, The Facility has students enrolled in a Physical Therapy education program;

WHEREAS, The clinical experience is a required and integral component of the curriculum;

WHEREAS, The Facility desires the cooperation of The Hospital in the provision of the clinical experience component of the curriculum;

WHEREAS, The Hospital recognizes the importance of providing clinical educational experiences for The Facility's students, and

WHEREAS, The Hospital desires to provide such clinical educational experiences for The Facility's students;

NOW THEREFORE, in consideration of the previous and of the following mutual promises, covenants, and conditions, The Hospital and The Facility agree as follows:

ARTICLE ONE: DEFINITIONS

For the purposes of this Agreement, the specific terms used herein shall be defined as follows:

- 1) The Term "student" shall refer to an individual enrolled in an educational program offered by The Facility and referred to The Hospital for clinical experience.
- 2) The term "Department" shall refer to the specific division of The Hospital through which the student is to obtain clinical experience.

ARTICLE TWO: FACILITY AGREEMENTS

The Facility agrees:

- 1) To refer to The Hospital only those students who have satisfactorily completed the prerequisite didactic portion of the curriculum which is applicable to The Hospital.

2) To refer to The Hospital only those students who have been educated as to the concepts of privilege and confidentiality in a hospital and who have been otherwise appropriately screened and who have signed the attached agreements.

3) To ensure that each student obtains and maintains health insurance, and professional liability insurance, including medical malpractice insurance in an amount of not less than \$1 million per occurrence and \$3 million annual aggregate. If The Facility obtains and maintains on behalf of each student professional liability insurance in an amount of not less than \$1 million per occurrence and \$3 million annual aggregate, The Facility will provide proof of such coverage on an annual basis, and notify The Hospitals at least thirty (30) business days prior to the termination, cancellation, or lapse of such insurance.

In the event that a student and/or The Facility obtains and maintains a "claims made" policy as distinguished from an "occurrence" policy, the student and/or The Facility shall obtain and maintain prior to termination of such insurance, "Tail" coverage to continue and extend coverage complying with this Agreement after the end of the terms of the claims made policy.

4) To recommend for placement in the clinical instruction program only those students who meet all the immunization and health requirements (per Infection Control and Screening Program, Employee Health Service for UNC Hospitals Employees, attached hereto as Appendix A and the terms of which are incorporated herein by reference), and signed a Student Participation Agreement and Confidentiality Statement, attached hereto as Appendix B, the terms of which are incorporated herein by reference. Signed Student Participation Agreements and Confidentiality Statements should be given to the Department before each student begins his/her clinical instruction at The Hospital.

5) To advise all students referred to The Hospital of their responsibility for complying with the existing pertinent rules and regulations of The Hospital.

6) To provide assistance in the clinical experience through The Facility's faculty when reasonably requested from a Department supervisor of The Hospital.

7) To provide all forms regarding practicum experience and instructions for completion of these forms.

8) Provide exposure control plan and guidelines for its students in accordance with OSHA Standards for Bloodborne Pathogens and TB. In the event of exposure incidents involving students during clinical training within The Hospital, The Hospital agrees to assist The Facility in providing appropriate post-exposure evaluation and follow-up as required by OSHA standards. The Facility will reimburse or cover all costs incurred during the post-evaluation and follow-up involving faculty. The Facility and/or the student will be responsible for all costs incurred during the post-evaluation and follow-up involving students. The Facility will provide a copy of its exposure control plan and guidelines to The Hospital upon request.

ARTICLE THREE: HOSPITAL AGREEMENTS

The Hospital agrees:

- 1) To provide clinical experience within The Hospital which will meet the mutually accepted objectives of clinical education.
- 2) To evaluate and maintain individual records of performance. These records shall be returned to The Facility no later than one week after completion of the student assignment.
- 3) To make copies of pertinent Hospital and Departmental policies and procedures available to The Facility.
- 4) To advise The Facility of any changes in its operation, policies, or personnel which may affect clinical education.

ARTICLE FOUR: JOINT AGREEMENTS

- 1) That The Hospital retains the right to remove from The Hospital any student whose work is not in full accord with The Hospital's standards of performance.
- 2) That The Hospital retains the right to remove from The Hospital any student who fails to comply with pertinent Hospital or Departmental policies, rules or regulations.
- 3) That any student who fails to maintain the specified malpractice insurance coverage shall be removed from The Hospital.
- 4) That The Facility and The Hospital shall designate the period of clinical affiliation and arrange the number of students to be assigned at least six months in advance of the assignment.
- 5) That The Hospital shall retain full authority and responsibility for the care and treatment of its patients and will have full administrative and professional supervision of The Facility's students while they are participating in the clinical education program.
- 6) The parties agree that their educational practices will comply with such non-discrimination laws as may be applicable to them in the performance of this Agreement.
- 7) The parties will cooperate and consult when developments so demand during the term of this Agreement.
- 8) No clinical instructor, personnel, or student from The Facility shall be considered an employee of The Hospital, and will not be eligible for financial compensation, including but not limited to, salary, wages, workers' compensation.

9) Neither The Facility nor The Hospital will be responsible for costs or expenditures incurred by the other in the conduct of the education and training program. The Hospital will not be responsible for transportation or parking for the students or personnel from The Facility.

10) In order for a student to participate in clinical training at The Hospital, such students must be acceptable to the parties. The Hospital reserves the right not to accept any student into the clinical training program who has not met the conditions of participation as set forth in this Agreement, and to discontinue immediately any student in the clinical training program who is found in violation of The Hospital's policies, procedures, rules, or regulations. No student shall be denied admission due to age, sex, race, religion, national origin, or handicap.

11) Each student enrolled in the program shall be required to pay the regular tuition and fees required by The Facility. No tuition or fee charges shall be collected by The Hospital from students participating in the clinical instruction under this Agreement.

12) That the laws of North Carolina shall govern the validity and interpretation of the provisions, terms and conditions of the Agreement.

13) The term of this Agreement shall begin November 8, 1999 and shall continue in full force until terminated by either party. This Agreement may be terminated at any time by either party without penalty provided that written notice of such termination is furnished to the other party at least thirty (30) days prior to termination.

14) That this Agreement contains the entire understanding of the parties and shall not be altered, amended, or modified, except by agreement in writing executed by the duly authorized officials of both parties.

IN WITNESS THEREOF, the parties have signed this Agreement in their official capacities on the day and year listed below.

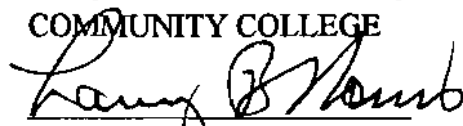
THE UNIVERSITY OF NORTH
CAROLINA HOSPITALS



Eric B. Munson
~~Executive Director~~
PRESIDENT / CEO

Date: 1/2/01

FAYETTEVILLE TECHNICAL
COMMUNITY COLLEGE



Signature
President

Title
Date: 8/15/01

STATE OF NORTH CAROLINA
COUNTY OF ORANGE

STUDENT PARTICIPATION AGREEMENT

In consideration for acceptance into the Physical Therapy Training Program at The University of North Carolina Hospitals, I hereby agree that I will certify, abide by and adhere to the following conditions of acceptance:

I certify that I am covered by personal professional liability insurance in the amount of _____ and understand that I must show proof of such coverage to The University of North Carolina Hospitals.

I understand that my participation in this program in which I will receive structured clinical experience is contingent upon my satisfactory performance and cooperation with the staff, and if at any time I do not abide by the below enumerated conditions, I understand that I may be immediately removed from the program.

I understand that in my training, my practice, and my conduct will be in compliance with current policy of The University of North Carolina Hospitals.

I understand that The University of North Carolina Hospitals maintain and retain total responsibility for the care of its patients. I am enrolled in an affiliation program and may not independently initiate care for the patients of this institution, rather I will receive appropriate clinical precepting when I am involved in direct patient care.

I understand that my clinical participation as it relates to program objectives will be formally evaluated by a registered nurse and that I may be dismissed immediately if my performance is not satisfactory.

I understand the issue of patient confidentiality and have signed UNC Hospitals Confidentiality Statement.

I will not hold The University of North Carolina Hospitals responsible for my acts or omission of acts while participating in this program.

I understand that The University of North Carolina Hospitals retain full authority and responsibility for the care and treatment of its patients and has administrative and professional supervision of me while I am receiving clinical training under this Agreement.

I understand that my participation in this program shall run from _____.

I understand that I am not an employee and not subject to the benefits of employment of The University of North Carolina Hospitals.

I acknowledge and understand the above conditions of acceptance and agree to perform accordingly.

Signature

Printed Name

Date: _____

AMENDMENT

THIS AMENDMENT, made effective the 19th day of May 2004 by and between The University of North Carolina Hospitals, hereinafter referred to as "The Hospital" and FAYETTEVILLE TECHNICAL COMMUNITY COLLEGE, hereinafter referred to as "The College."

WITNESSETH:

WHEREAS, an Agreement, a copy of which is attached hereto, has previously existed between the same parties which are parties to this Amendment, the subject matter of said previously existing Agreement being The Hospital providing clinical instruction in its Occupational/Physical Therapy Department for students enrolled in the Physical Therapy program at The College, and it being dated the ~~19th~~ day of ~~May 2004~~; and

3TH *NOVEMBER 1999* *EPH*

WHEREAS, the parties to this Amendment desire to amend the relationship set forth in the said previously existing Agreement.

NOW, THEREFORE, in consideration of the mutual promises and agreements and any sums to be paid, the parties agree that the previously existing Agreement shall be amended as follows:

- 1. The following Article 3.J. shall be added:

"The College agrees to:

Conduct a state criminal background check on all Students and Faculty to be assigned to The Hospital under this Agreement. Such criminal background check shall be conducted in all states where the assigned Student or Faculty has lived, worked or gone to school, either within the past ten (10) years, or from the date that the assigned individual turned eighteen (18) years of age, whichever is shorter. The College shall notify The Hospital if any individual to be assigned to The Hospital has a criminal record. The College and The Hospital shall mutually agree upon the placement of any Student of Faculty with a criminal record before such individual may participate in Program activities at The Hospital under this Agreement. The Hospital reserves the right not to accept any Student or Faculty who has a criminal record into the clinical training program."

- 2. Appendix C shall be deleted in its entirety and replaced with the attached superceding Appendix C1, the terms of which are incorporated herein by reference.

- 3. All other terms of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the day and year written below.

FOR AND ON BEHALF OF
THE UNIVERSITY OF
NORTH CAROLINA HOSPITALS

Per Business for

Gary L. Park
President
Date: 7.12.04

FOR AND ON BEHALF OF
FAYETTEVILLE TECHNICAL
COMMUNITY COLLEGE

Larry B. Burns

Signature: _____
Title: President
Date: 6/18/04

APPENDIX C1

STATE OF NORTH CAROLINA
COUNTY OF ORANGE

STUDENT PARTICIPATION AGREEMENT

In consideration for continued participation in the _____ Education Program, hereinafter referred to as "Education Program," at The University of North Carolina Hospitals, hereinafter also referred to as "The Hospital," I hereby agree that I will certify, abide by and adhere to the following conditions of participation:

I certify that I am covered by personal professional liability insurance in the amount of \$_____ and understand that I must show proof of such coverage to The University of North Carolina Hospitals.

I understand that my participation in this program in which I will receive structured clinical experience is contingent upon my satisfactory performance and cooperation with the staff, and if at any time I do not abide by the below enumerated conditions, I understand that I may be immediately removed from the program.

I understand that in my training, my practice and my conduct will be in compliance with current policy of The University of North Carolina Hospitals.

I understand that The University of North Carolina Hospitals maintain and retain total responsibility for the care of their patients. I am enrolled in an affiliation program and may not independently initiate care for the patients of this institution, rather I will receive appropriate clinical precepting when I am involved in direct patient care.

I understand that my clinical participation as it relates to program objectives will be formally evaluated by a clinical preceptor and that I may be dismissed immediately if my performance is not satisfactory.

I understand the issue of patient confidentiality. I also understand that during the course of my clinical instruction at The University of North Carolina Hospitals, I will receive "protected health information," as defined in the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 and its accompanying regulations ("HIPAA"), that I will function in a capacity that would otherwise be filled by a paid employee of The Hospital, and that I will function as part of Hospital's "workforce," as defined in HIPAA, and only for HIPAA compliance purposes. I further agree that I have signed a University of North Carolina Health Care System Confidentiality Statement, that I will comply with the provisions of HIPAA, as they relate to my clinical instruction at The Hospital, and that I will comply with all applicable policies and procedures of The Hospital related to HIPAA, including completing The Hospital's HIPAA training.

I understand that even though I will function as part of The University of North Carolina Hospitals' workforce for HIPAA compliance purposes, I am not an employee and

not subject to the benefits of employment of The University of North Carolina Hospitals, nor the College or University in which I am enrolled.

I understand that, as part of the process under which I may be assigned to the Education Program at The Hospital, The College must conduct a state criminal background check on me. Such criminal background check shall be conducted in all states where I have lived, worked or gone to school, either within the past ten (10) years, or from the date that I turned eighteen (18) years of age, whichever is shorter. I understand that The College shall notify The Hospital if such background check reveals that I have a criminal record, and that in such event, The College and The Hospital must mutually agree upon my placement before I may participate in Education Program activities at The Hospital under this Agreement. I further acknowledge and agree that The Hospital has the right not to accept me into the Education Program based on my criminal record.

I will not hold The University of North Carolina Hospitals responsible for my acts or omission of acts while participating in this program.

I understand that my participation in this program shall run from _____

In the event of exposure incidents that may occur during my clinical training within The University of North Carolina Hospitals, The Hospitals agrees to assist in providing appropriate post-exposure evaluation and follow-up as required by OSHA standards. I understand that I am responsible for all costs incurred during any post-evaluation and follow-up that I receive from The University of North Carolina Hospitals.

I acknowledge and understand the above conditions of continued participation and agree to perform accordingly.

Signature

Printed Name

Date: _____



May 19, 2004

Elaine M. Eckel, MA, PT
Fayetteville Technical Community College
PO Box 35236
Fayetteville, NC 28303

Dear Elaine:

Attached are Amended Affiliation Agreements between your facility and the University of North Carolina Hospitals.

Due to changes in the JCAHO Standards, all students and faculty who participate in clinical rotations at The University of North Carolina Hospitals must have a criminal background check. Since we currently have an Affiliation Agreement with your institution that is in effect, please have the two (2) enclosed Amendments signed. Retain one original for your files and forward the other signed original to me for our files.

If you cannot complete this new contract before your next student is scheduled to arrive, please send me a letter stating that to your knowledge, this student (must be specific to the individual coming) does not have a history of any criminal behavior and that you are in the process of getting the contract amendments signed and will begin the required background check if you are not already doing this. This will allow us to demonstrate to JCAHO and CMS that we are making an effort to get this requirement met in a timely fashion. We do not want to delay your immediate affiliations. If you already perform background checks, please let me know that it is negative for the individual coming to UNC.

If you have any questions, regarding the above, feel free to contact me at the below telephone number or by email. Thanks for your attention to this matter.

Sincerely,

Henry Wooten
Administrative Officer
(919) 966-1186
Hwooten@unch.unc.edu

*Mr Weaver, Please review
and advise just about
every site we use - JCAHO
Accredited - as well as most
health programs
Elaine Eckel*

cc:
Enclosures