

**Agreement
for
Clinical Affiliation**

Between

**UNITED CEREBRAL PALSY
500 Military Cut-Off Road
Wilmington, NC 28405**

and

**FAYETTEVILLE TECHNICAL COMMUNITY COLLEGE
Fayetteville, North Carolina**

This agreement made and entered into as of this 1st day of August 2003, by and between United Cerebral Palsy, hereinafter referred to as the "Service Agency," and Fayetteville Technical Community College, hereinafter referred to as "FTCC" or 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 August 1, 2003 after which it shall be automatically renewed for successive periods of one (1) year unless either party gives the other a sixty (60) days' notice in writing of intention to terminate prior to the end of the then current term. Each party shall review this agreement annually and shall also annually evaluate the effectiveness of this clinical affiliation.

- II. **RIGHT OF TERMINATION.** Either party may terminate this agreement at any time at its complete discretion by sixty (60) day's notice in writing. In that event, copies of all finished or unfinished documents and other materials shall remain with or be returned to their rightful owner.

III. AFFILIATION. The Service Agency and the College do hereby affiliate for the clinical education of FTCC students in the Program(s) listed in Item VII. 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 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.

IV. CONFIDENTIALITY OF INFORMATION. With regard to any information which is accessed by FTCC students, it is understood and agreed that this agreement shall not be construed by either party to constitute a waiver of or to in any manner diminish the provisions for confidentiality of patients' official records as that term is applicable to State and Federal laws.

V. SPECIFIC RESPONSIBILITIES OF THE SERVICE AGENCY. The Service Agency shall be responsible:

- A. To accept FTCC students for clinical education without regard to age, color, disability, national origin, political affiliation, race, religion or sex.
- B. To make available the clinical areas pertinent for FTCC student learning experiences, including the necessary equipment and supplies.
- C. To provide responsible supervision for FTCC students assigned to the Service Agency, with Service Agency staff maintaining sole responsibility for patient care involved in the education.
- D. To provide space for FTCC student conferences as necessary.
- E. To inform the FTCC students and the instructors from the College of pertinent Service Agency personnel and administrative policies and procedures.
- F. To designate professions employed by the Service Agency to assume responsibility for FTCC student learning experiences as necessary.

- G. To identify the number of FTCC students who can be accommodated for any clinical education period, based upon adequate staff and patient census.
- H. To evaluate assigned FTCC students periodically using evaluation forms supplied by the College.
- I. To report to the College any FTCC 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 FTCC students and instructors of the College obtain medical assistance in emergency situations that may occur while the FTCC student or instructors are performing clinical rotations. The FTCC 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 FTCC students.
- L. To allow for evaluation of the facility and other activities as required by external accrediting agencies.
- M. To ensure that FTCC students and instructors are made aware of and are encouraged to follow all Service Agency policies and procedures.
- N. After consultation with the Physical Therapist Assistant Program of the college dismiss any student whose performance or conduct may have a detrimental affect on patients and personnel.

VI. SPECIFIC RESPONSIBILITIES OF THE COLLEGE. The College shall be responsible:

- A. To accept FTCC students for clinical education without regard to age, color, disability, national origin, political affiliation, race, religion or sex.
- B. To assign FTCC students to the Service Agency who have met the requirements of the Program(s) listed in Item VII.
- 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 FTCC student assignments.
 - 2. Clinical evaluation and attendance forms.
 - 3. Clinical objectives for the rotation period.
 - 4. Expectations of FTCC student performance.
 - 5. List of skills the FTCC students are expected to perform where applicable.

- E. To require the FTCC students to have liability insurance for personal and patient care protection. FTCC students will also be insured under the FTCC student accident insurance program.
- F. To assure that all FTCC students are in compliance with the OSHA Standard on Bloodborne Pathogens and the Service Agency Infection Control Standards. The FTCC students will receive annual instruction on OSHA Standards of Bloodborne Pathogens. All FTCC students will receive the Hepatitis B vaccination and TB Skin Testing prior to attending clinical rotations.
- G. To assure consistent follow-up communication with the Service Agency regarding any FTCC student who has received treatment and/or services by the agency resulting from infectious exposure.
- H. To keep all permanent records and reports of the FTCC student clinical performances and to maintain ultimate responsibility for FTCC student evaluations.
- I. To maintain and enforce all policies of the College.
- J. To assure currency of FTCC student CPR certifications.
- K. To terminate when requested by the Service Agency, privileges afforded to any FTCC students and/or instructor under this agreement when such FTCC students and/or instructor violates terms of this agreement or the policies and procedures of the Service Agency.
- L. To ensure student provides agency with health records when requested.
- M. Ensure students follow college dress code or wear appropriate professional attire during any agency related experience.

VII. PROGRAM AFFILIATING.

- 1. Physical Therapist Assistant

VIII. 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.

COLLEGE

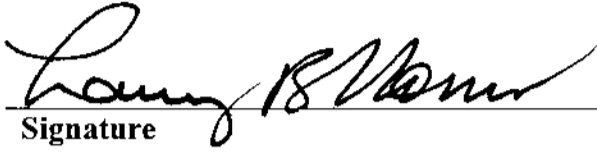
SERVICE AGENCY

Larry B. Norris

President

Connie Cochran

Executive Director



Signature



Signature

Date 7/9/03

Date 6-04-03