

**Agreement  
For  
Clinical Affiliation  
Between**

**Rehabilitation and Health Care Center at Village Green**  
(Service Agency Name)

**and**

**FAYETTEVILLE TECHNICAL COMMUNITY COLLEGE**

This agreement made and entered into as of this 29th day of October 2007 by and between **Rehabilitation and Health Care Center at Village Green** 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 hereafter stated,  
they do agree as follows:

- I. **TERM:** The term of this agreement shall be for one (1) year beginning **October 29, 2007** 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 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 or 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 students 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 offer students and instructors of the college 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 allow for evaluation of the facility and other activities as required by external accrediting agencies.
- L. 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 student 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 keep all permanent records and reports of the students' clinical performances and to maintain ultimate responsibility for students' evaluations.
- G. To maintain and enforce all policies of the College.
- H. To terminate when requested by the Service Agency, privileges afforded to any student and/or instructor under this agreement when such student and/or instructor violates terms of this agreement or the policies and procedures of the Service Agency.

- V. PROGRAMS AFFILIATING: Certified Nursing Assistant I and II  
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 endure 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 officer, the day and year first above written.

SERVICE AGENCY

COLLEGE

Diane B. Packard  
Administrator

J. Larry Keen  
President

Diane B. Packard  
Signature

J. Larry Keen  
Signature