

CLINICAL EDUCATION AFFILIATION AGREEMENT

THIS CLINICAL EDUCATION AFFILIATION AGREEMENT (this "Agreement") is dated _____ (the "Effective Date"), by and between **THE CHARLOTTE-MECKLENBURG HOSPITAL AUTHORITY d/b/a CAROLINAS HEALTHCARE SYSTEM** ("CHS") and _____ ("School").

CHS owns and/or operates healthcare facilities (hereinafter referred to individually as "Facility" or, collectively as "Facilities"). School desires to provide appropriate clinical learning experiences and opportunities to students ("Students") affiliated with School's health-related professional programs at CHS. CHS desires and is qualified to provide clinical learning experiences and opportunities to Students. The parties agree to establish a relationship pursuant to the terms and conditions of this Agreement.

Therefore, the parties hereto agree as follows:

1. Term. The initial term of this Agreement shall commence on the Effective Date and shall end one year thereafter (the "Initial Term"), unless terminated earlier pursuant to **Section 5.g.** Following the Initial Term, this Agreement shall automatically renew for additional one-year terms (each, a "Renewal Term") unless either party gives written notice of non-renewal to the other party at least ten (10) days prior to the end of the Initial Term or the then-current Renewal Term or either party terminates this Agreement in accordance with **Section 5.g.** The Initial Term and the Renewal Terms, if any, shall be referred to collectively herein as the "Term."

2. General Terms.

- a. The number of students accepted at Facility for assignment to a clinical area shall be determined solely by CHS.
- b. CHS shall have the right to exclude any Student from any Facility for any reason, including without limitation, School's failure to comply with **Section 3.d-j**, unless otherwise specified in this Agreement. Students who are former employees of CHS and are not eligible for rehire shall not be accepted for assignment.
- c. The parties agree to continue their respective policies of nondiscrimination based on Title VI of the Civil Rights Act of 1964 in regard to sex, age, race, color, creed, national origin, Title IX of the Education Amendments of 1972 and other applicable laws, as well as the provisions of the Americans with Disabilities Act.
- d. In no event shall Students be deemed employees of CHS or Facility. Neither CHS nor any Facility shall be responsible for payment to Students or School of any salary, wages, stipend or employment-related benefits. Further, no Student will be covered under CHS's worker's compensation, social security, or unemployment compensation programs.

- e. The relationship between the parties to this Agreement to each other is that of independent contractors. The relationship of the parties to this contract to each other shall not be construed to constitute a partnership, joint venture or any other relationship, other than that of independent contractors.
- f. The costs of first aid or emergency care provided by CHS or Facility to any Students for illnesses or accidents occurring to those persons while on the property of Facility shall not be the responsibility of CHS or Facility.
- g. In the event the School's Faculty are directly involved in the clinical education of Students at Facility, those Faculty who have not had clinical experience at Facility at any time during the twelve months may, in CHS's sole discretion, be required to complete an orientation program.

3. School Responsibilities.

- a. School shall retain responsibility for Student's education and for arranging appropriate clinical learning experiences for Students. This responsibility shall include complying with North Carolina law and the Rules and Standards of the Board of Governors of the University of North Carolina regarding the licensing of nonpublic and out-of-state institutions to conduct post-secondary degree activity within North Carolina.
- b. Prior to Student's placement at any Facility, School shall provide to CHS information concerning such Student's education and experience including proposed dates of assignment to such Facility; number of Students to be placed; names and pertinent identification information about such Students; School's objectives for the clinical education experience; suggested curriculum outlines; and Students' prior clinical experiences.

School shall ensure that all Students assigned to Facility have attained the required education level for the educational program or for the position assigned as well as the experience and competency level appropriate for the assigned responsibilities. School shall keep on file and make available upon request to CHS prior to placement of Students, copies of academic transcripts and applicable licensures or certifications.

- c. School shall provide or require that Students secure and maintain professional liability insurance of at least \$1,000,000 per occurrence and \$3,000,000 aggregate.

School shall provide or require Students to provide to CHS, certificates of insurance evidencing the coverage required in Section 3.c. within thirty (30) days of the Effective Date of this Agreement. School thereafter shall provide, on or before the commencement of any Renewal Term, certificates of insurance evidencing the coverage required in Section 3.c.

Such certificates shall be mailed to:

**Corporate Risk Management
Carolinas HealthCare System
P.O. Box 32861
Charlotte, NC 28232**

Failure to provide such certificates of insurance may, in CHS's sole discretion, result in the suspension of placements in Facilities for Students.

- d. School shall require that all Students assigned to any Facility complete health screenings prior to placement at such Facility. Such screening shall include (1) a two-step tuberculosis skin test performed within twelve (12) months of placement; or if a positive PPH history, a current negative chest x-ray report upon placement; (2) hepatitis B series, or a positive hepatitis B surface antibody titer, or a letter from the Student's physician stating need for exemption or documentation of refusal; (3) two doses or titers of each of measles, mumps and rubella (MMR) showing full immunity; (4) proof of varicella disease by physician documentation, or a positive titer, or two doses of varicella vaccine; and (5) proof of the seasonal influenza vaccine if placement at Facility takes place during the influenza season as determined by CHS. Student shall keep on file and send to CHS copies of the results of such health screenings prior to placement at any Facility.
- e. School shall require that all Students assigned to any Facility complete a criminal background check ("Criminal Background Check"). Criminal Background Check shall include minimum of seven (7) years of criminal charges, arrests, pleas of no contest and any convictions. If Student has resided in a state outside of North Carolina during the seven (7) years prior to placement at Facility, those individual states shall be searched in addition. Student shall keep on file and send to CHS copies of the results of such Criminal Background Checks prior to placement at any Facility.
- f. School shall require that Students assigned to any Facility are legally authorized residents of the United States. School shall require all Students assigned to Facility to complete a social security number search to determine if a social security record is present in another state. Student shall keep on file and send to CHS copies of the results of such social security number searches prior to placement at any Facility.
- g. School shall require that all Students assigned to any Facility complete a screening through the North Carolina Sex Offender and Public Protection Registry ("NC Sex Offender Registry Screen"). If Student has resided in a state other than North Carolina during the previous seven (7) years prior

to placement at Facility, the sex offender registry in those individual states shall be searched in addition. Student shall keep on file and make available to CHS prior to placement at any Facility a copy of the results of such sex offender registry searches.

School shall require that all Students assigned to any Facility providing home health care treatment, long-term health care treatment or behavioral health care treatment complete a North Carolina State Bureau of Investigation screening ("SBI Screen") as required by North Carolina law. Student shall keep on file and make available to CHS prior to placement at any Facility a copy of the results of such SBI Screens

- h. School shall require that all students assigned to any Facility complete a Federal Criminal History screening ("FCH Screen"). Such screening shall include a fingerprint check in addition to any fingerprint check required by the SBI Screen for any Student who has not been a resident of North Carolina for a period of at least five (5) years preceding the date of this Agreement. Student shall keep on file and make available to CHS prior to placement at any Facility a copy of the results of such FCH Screens.
- i. School shall require that all Students assigned to any Facility complete drug tests using a urine specimen ("Drug Test"). Drug Test shall include a twelve-panel drug screening for amphetamines, cocaine, benzodiazepines, opiates, marijuana, phencyclidine, barbiturates, methamphetamine, ecstasy, methadone, oxycodone, propoxyphene, and other drugs not prescribed for current personal treatment by a licensed physician with a valid Drug Enforcement Administration ("DEA") license. Student shall keep on file and make available to CHS prior to placement at any Facility copies of the results of such Drug Tests.
- j. School shall require that all Students who are placed at any Facility and have the potential for exposure to blood and potentially infectious body fluids receive specific information and training about occupational exposure and appropriate protective measures prior to any assignment at such Facility. School shall document such training and make such documentation available to CHS prior to placement of Students at such Facility. School shall make the hepatitis B vaccination available to any Student who has the potential for exposure. School shall require that any Student who declines to accept the vaccination sign a statement of refusal. School shall require any Student who has an exposure incident to receive evaluation and follow-up consistent with 29 CFR 1910.1030 paragraph (f). School shall keep on file and make available to CHS prior to placement of Students at any Facility, copies of records of such vaccinations (including statements of refusal) and exposure incidents (including evaluations and follow-ups).
- k. School shall not knowingly assign to Facility, nor permit to continue in assignment, any Student whose medical or psychiatric condition would be

inconsistent with safe clinical practice in order to ensure that such Student does not pose a direct threat to the health or safety of others.

- l. School shall inform Students of those policies and procedures Facility has made available to School. Students shall comply with these rules, regulations, and policies at all times during their placement at any Facility.
- m. Upon Facility's request, School shall periodically provide written communication to Facility regarding Facility's performance in providing clinical education experiences and opportunities.

4. CHS Responsibilities.

- a. CHS shall provide Students access to first aid and emergency care for illnesses or accidents occurring to these persons while at any Facility. CHS shall be entitled to charge Students for such first aid and emergency care services.
- b. Upon School's request, CHS will periodically provide School an evaluation of Student's performance and progress. However, it shall be the responsibility of School to determine what credit toward completion of the degree Student is pursuing at School, if any, shall be granted for Student's completion of the clinical experience.
- c. CHS shall make available to School appropriate written orientation materials and relevant policies and procedures.
- d. CHS shall maintain responsibility for patient care.
- e. CHS shall protect the confidentiality of student records as dictated by the Family Educational Rights and Privacy Act (FERPA) and shall release no information absent written consent of the Student unless required to do so by law or as dictated by the terms of this Agreement.

5. Miscellaneous Provisions.

- a. Any written communication or notice, except as provided in **Section 3.c.** above, shall be made to the following representatives of the respective parties at the following addresses:

For School: _____

Attn: _____

For CHS: Carolinas HealthCare System
1000 Blythe Boulevard
Charlotte, NC 28232
Attn: Dr. Mary N. Hall, Senior Vice President
and Chief Academic Officer

- b. This Agreement, together with any exhibits attached hereto or incorporated herein by reference, constitutes the entire agreement between CHS and School regarding the provision of clinical education experiences and opportunities for Students and supersedes any prior or contemporaneous oral or written understandings or agreements with respect thereto. No term or condition in any document proffered by School, which is inconsistent with or in addition to the provisions of this Agreement shall be applicable and the provisions of this Agreement shall control and prevail.
- c. Each party (a) consents to the personal jurisdiction of any state or federal court located in Charlotte, North Carolina (and any corresponding appellate court) in any proceeding arising out of or relating to this agreement, (b) waives any venue or inconvenient forum defense to any proceeding maintained in such courts, and (c) agrees not to initiate any proceeding arising out of or relating to this agreement in any other court or forum. Process in any such proceeding may be served on any party anywhere in the world.
- d. This Agreement shall be governed by the laws of the State of North Carolina without giving effect to any choice or conflict of law principles of any jurisdiction.
- e. To the extent permitted by law, School shall indemnify and save harmless CHS and its directors, employees, physicians and representatives from and against all claims, demands, loss, liability, damage, expense (including attorneys' fees) arising out of any acts, omissions or circumstances of School's students, employees or representatives.
- f. The section headings in this Agreement are inserted for convenience only and are not intended to affect the interpretation of this Agreement. The word "including" shall mean "including without limitation." The Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision in this Agreement. All words in this Agreement shall be construed to be of such gender or number as the circumstances require.
- g. Either party may terminate this Agreement at any time without cause by sending the other party at least five (5) days' prior written notification of termination, provided however, the parties agree that any Students who are in good standing and participating in clinical instruction on the

effective date of any such termination will be permitted to complete the remainder of his/her term of instruction.

- h. Any provision of this Agreement that is determined by any court of competent jurisdiction to be invalid or unenforceable shall not affect the validity or enforceability of any other provision of this Agreement or the invalid or unenforceable provision in any other situation or in any other jurisdiction. Any provision of this Agreement held invalid or unenforceable only in part or degree shall remain in full force and effect to the extent not held invalid or unenforceable.
- i. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. School may not assign, delegate, subcontract or otherwise transfer (whether by operation of law or otherwise) any of its rights, interests or obligations in this Agreement without the prior written approval of CHS. CHS may assign any or all of its rights or interests, or delegate any or all of its obligations, in this Agreement to (a) any successor to CHS or any acquirer of a material portion of the business or assets of CHS or (b) one or more entities directly or indirectly controlling, controlled by, or under common control with, CHS.

The parties are executing this Agreement on the date stated in the introductory paragraph.

**THE CHARLOTTE-MECKLENBURG
HOSPITAL AUTHORITY d/b/a
CAROLINAS HEALTHCARE SYSTEM**

By: _____

Name: Dr. Mary N. Hall
Title: Senior Vice President and
Chief Academic Officer

By: _____

Name: _____
Title: _____