

# CLINICAL EDUCATION AGREEMENT

BETWEEN

NOVANT HEALTH

AND

UNIVERSITY OF NORTH CAROLINA AT CHARLOTTE

THIS CLINICAL EDUCATION AGREEMENT (“Agreement”) is made and entered into this 1<sup>st</sup> day of April, 2008 (“Effective Date”), by and between **Novant Health** (“Facility”, see Exhibit A for a list of affiliates) and certain programs at the **University of North Carolina at Charlotte, College of Health and Human Services** (“School” as indicated on Exhibit B).

## RECITAL

WHEREAS, Facility owns and operates acute care centers, outpatient centers, physician practices and nursing homes (hereinafter individually or collectively referred to as “Facility”); and

WHEREAS, School desires to affiliate with Facility to provide learning experiences (“Program”) for its students; and

WHEREAS, Facility and School agree to enter into this Agreement to facilitate the Program for the mutual benefit of the students, Facility and the medical community.

NOW, THEREFORE, Facility and School, in consideration of the foregoing, hereby agree as follows:

1. **Term.** The term of this Agreement shall commence on the Effective Date set forth above and shall continue for a term of one (1) year. This Agreement shall automatically renew for successive one (1) year terms unless either party provides thirty (30) days prior written notice of termination, or unless the parties agree to amend the terms of this Agreement in writing.
2. **Termination.** Either party may terminate this Agreement at any time without cause upon thirty (30) days prior written notice to the other party. The termination of this Agreement shall not prevent any student who is currently enrolled in the Program from completing the Program.
3. **Rights and Responsibilities of School.**
  - a. **Assign students.** Assign qualified students to participate in Program who meet the requirements of this Agreement, if interested students are available. The School and the Facility shall mutually agree upon the number of students who may participate in the Program.
  - b. **Provide information.** Provide timely and accurate information to Facility regarding the number of students, identification of students and other information regarding the Program, including the specific goals and objectives of School’s curriculum and any changes in such curriculum that may affect the Program.

- c. **Provision of records and forms.** Upon request, and in accordance with the Family Educational Rights and Privacy Act (FERPA) and UNC Charlotte Policy Statement #69, Student Records, provide Facility or inform participating students that it is their responsibility to provide Facility with records, including academic and health records, concerning the student that are required by this Agreement or necessary for Facility's performance of the duties pursuant to this Agreement. If the School desires that Facility complete evaluations for its students, then it shall provide Facility with student evaluation forms. All requested records and forms shall be provided by the School or the participating student prior to the student's arrival at Facility.
- d. **Coordinator.** Appoint a representative to serve as coordinator between School and Facility to fulfill the terms of this Agreement and provide the Facility with the name, address and work telephone number of the coordinator.
- e. **Faculty.** If necessary for the requirements of the School, assign any faculty members who may be required to monitor students' experience. Faculty members who have not had clinical experience at Facility within two (2) years may be required to complete an orientation program prior to participation in any Program.
- f. **Professional liability insurance.** School will obtain and maintain throughout the term of this agreement or any renewal thereof, professional liability coverage with limits of liability coverage not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate, insuring School's students, faculty, and personnel for claims and/or damages resulting from the School's participation in Facility's patient care operations. As evidence of such coverage, School will furnish Facility with a certificate of insurance prior to the commencement of this agreement and annually thereafter. Such certificate shall provide that the aforementioned coverage cannot be materially altered or canceled without at least thirty (30) days written notice received by the Facility. Failure of School to obtain and maintain such coverage shall be grounds for immediate termination of this agreement.
- g. **Health screening.** Provide or inform participating students and faculty of their responsibility to provide written certification that all students and faculty members have completed an appropriate health evaluation as described in Exhibit C, as a condition of participation in this Program. School shall provide or inform participants of their responsibility to provide Facility with verification of each student's immunization history including exposure for varicella, pertussis, hepatitis B and tuberculosis. Facility may accept verification from the school or may require an actual copy of the student's immunization record. Facility may require certain immunizations, as well as successful completion of a drug test, as a condition of participation in clinical programs. Ensure that all students and faculty members have been screened for health conditions that are inconsistent with safe clinical practice or that may pose a threat to the health or safety of others.
- h. **Compliance with Bloodborne Pathogens Standard.** Ensure that all students and faculty members who have the potential for exposure to blood and/or infectious bodily fluids receive specific information and training on OSHA Bloodborne Pathogens Standards and Standard Precautions prior to participating in any clinical program. School shall document such training and make such documentation available to Facility. School also shall make the Hepatitis B vaccination available to any student or faculty member who has the potential for exposure. Any student or faculty member who declines to accept the

vaccination shall sign a statement of refusal which shall be provided to Facility. School also shall ensure that any student or faculty member who has an exposure incident receives appropriate evaluation and follow-up.

- i. **Health insurance.** Provide or inform participating students and faculty of their obligation to provide proof satisfactory upon request to the Facility that each student and faculty member has hospitalization insurance.
  - j. **First aid/emergency care.** Be responsible or inform participating students and faculty that they are responsible for the reasonable costs of first aid, medical care or emergency care provided by Facility to students or faculty members for injuries, illnesses or accidents arising out of or related to participation in the Program. Under no circumstances shall Facility be responsible for such costs.
  - k. **Compliance with Facility policies.** Although no student or faculty member shall be deemed an employee of Facility, School shall ensure that all students and faculty members have been apprised of all applicable Facility policies and procedures that Facility provides to School and that each student and faculty member annually completes a “Certification and Consent” form (see Exhibit D attached) agreeing to comply with such rules, regulations and policies.
  - l. **Confidentiality.** Require that each student and faculty member understands and complies with the obligation to protect confidential or proprietary information, which includes all protected health information (“PHI”) as required by the HIPAA privacy regulations, as well as all business information covering unique hospital specific operations, strategic planning, personnel, financial and information management systems information. Each student or faculty member shall obtain the Facility’s written approval prior to publication of such information as it relates to the Program. Facility shall require students and faculty to sign individual confidentiality agreements as a condition of participation in clinical programs. Each student and faculty member will annually sign a “Confidentiality Statement”. These signed Confidentiality Statements will be retained by the educational institution for 6 years and will be provided to Facility upon request.
  - m. **Responsibility for learning experience.** Retain ultimate responsibility for insuring that each student has a meaningful learning experience.
  - n. **Costs and expenses.** Notify participating students that they shall be responsible for all costs and expenses associated with travel, lodging and meals.
  - o. **Compliance with laws and regulations.** Comply with all laws, statutes and regulations applicable to this Agreement, including The Joint Commission (TJC) requirements.
4. **Rights and Responsibilities of Facility.**
- a. **Coordinator.** Appoint a designated representative to coordinate the Program and to coordinate with School in its efforts to provide students with a meaningful learning experience.
  - b. **Exclusion of students by Facility.** Have the right to immediately exclude a student or faculty member from the Program if the student’s qualifications and academic preparation

are not adequate for participation in the Program, if the student or faculty member is not performing satisfactorily or if the student is interfering with the facility's operations or the Programs of other students. In the event the Facility excludes a student or faculty member, it shall immediately notify student or faculty member and the School and shall provide an explanation of the reasons for such exclusion, along with all evidence supporting such explanation. Facility shall also provide an opportunity for the excluded student or faculty member to respond to any allegations resulting in exclusion from the Program.

- c. **Space/equipment/personnel.** Provide space, equipment and support personnel as reasonably necessary to accomplish the purposes of this Agreement.
  - d. **First Aid/Emergency Care.** Provide first aid, medical care, or emergency care to students or faculty members for injuries, illnesses or accidents arising out of or related to participation in the Program; provided, however, that Facility shall not be responsible for the costs of any such care.
  - e. **Evaluations.** At School's request, provide evaluations of student or faculty progress and performance.
  - f. **Provide information.** Make available to School appropriate written orientation materials and relevant Facility policies and procedures.
  - g. **Responsibility for patient care.** Maintain ultimate responsibility for patient care.
  - h. **Comply with education amendments.** Comply with Title IX of the Education Amendments of 1972, which prohibits discrimination against students or faculty on the basis of sex, and with all applicable requirements imposed by or pursuant to the regulations of the United States Department of Education and Health and Human Services (HHS) issued pursuant to Title IX, 45 CFR, Part 86. Upon request, the Facility shall submit assurances of compliance to HHS and the Department of Education.
  - i. **HIV exposure counseling.** Facility shall provide the student with access to initial counseling and treatment following an HIV exposure in accordance with the Facility's policies and procedures for exposure to non-employee healthcare workers. In the event of an exposure, the student should immediately report the incident to his/her supervisor at the Facility. The student may be seen in the Facility's Emergency Department and will be charged normal Emergency Department fees. A copy of the Facility's policy for *Inadvertent Exposures to Bloodborne Pathogens* is available upon request.
  - j. **Comply with laws and regulations.** Comply with all laws, statutes and regulations applicable to this Agreement, including Joint Commission on Accreditation of Hospital Organizations (JCAHO) requirements.
5. **Notices.** Any written communication or notice pursuant to this Agreement shall be made to the following representatives of the respective parties at the following addresses:

To School: University of North Carolina at Charlotte  
Attn: Dr. Jane Neese  
9201 University City Boulevard  
Charlotte, NC 28223-0001

To Facility: Novant Health  
Attn: Miranda Ingram or Elizabeth Parnell  
200 Hawthorne Lane 3333 Silas Creek Parkway  
Charlotte, NC 28233 Winston-Salem, NC 27103

6. **Independent Contractor.** It is understood and agreed that this Agreement is not intended, and shall not be construed, to create an employment, partnership, joint venture or principal-agent relationship between Facility and School or between Facility and the students in the Program. School, and School's employees, faculty and students, and Facility shall be treated for all purposes as independent contractors. Facility shall not be obligated to provide any type of wages or other compensation or insurance coverage to students or Faculty participating in the Program.
7. **Office of Inspector General exclusion from Federal health care programs.** School represents that neither School nor any of the personnel providing services under this Agreement are excluded from any federal health care programs. In the event School learns that it is excluded from federal health care programs, then School will promptly notify all parties to this Agreement and this Agreement will immediately terminate. In the event an employee, contractor or agent of School providing services under this Agreement becomes a provider excluded from federal health care programs, School will notify all parties to this Agreement and immediately cease using that individual or entity for the provision of services under this Agreement.
8. **Cross-indemnity.** To the extent allowed by law, Facility shall indemnify and hold harmless School from any and all liability, claims, damages, costs, or expenses arising out of or related to the negligent acts of Facility or its agents. To the extent allowed by law, School shall indemnify and hold harmless Facility from any and all liability, claims, damages, costs, or expenses arising out of or related to the negligent acts of students or faculty members.
9. **Non-discrimination.** There shall be no unlawful discrimination on the basis of race, color, national origin, religion, creed, sex, age, disability or veteran status in either the selection of students for participation in the program, or as to any aspect of the clinical training provided, however, that with respect to disability, the disability must not be such as would, even with reasonable accommodation, in and of itself preclude the student's effective participation in the program.
10. **Entire agreement.** This Agreement, including the attached exhibits, contains the entire understanding of the parties and shall not be altered, amended, or modified, except by additions or deletions of facility locations or school programs. This agreement replaces and supercedes any prior clinical education agreements between the any programs under the College of Health and Human Services and any Novant Health Entities.
11. **Applicable law.** This Agreement shall be governed by the laws of the State of North Carolina.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties, acting through their duly authorized officials, have executed this Agreement on the date first herein above written.

NOVANT HEALTH

By: \_\_\_\_\_  
Carl S. Armato, President, NHSPR

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Gregory J. Beier, President, NHTR

Date: \_\_\_\_\_

UNIVERSITY OF NORTH CAROLINA AT CHARLOTTE

By: \_\_\_\_\_  
Signature

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Signature

Title: \_\_\_\_\_

Date: \_\_\_\_\_

- Exhibit A: Novant Affiliates
- Exhibit B: School Programs
- Exhibit C: Health evaluation
- Exhibit D: Certification and Consent

## NOVANT HEALTH AFFILIATES

## EXHIBIT A

### **Novant Health Triad Region**

Forsyth Memorial Hospital, Inc.  
Foundation Health Systems Corp.  
Brunswick Community Hospital, LLC  
Community General Health Partners  
Medical Park Hospital, Inc.

### **Southern Piedmont Region**

Presbyterian Hospital Huntersville, LLC  
Presbyterian Hospital Mint Hill, LLC  
Presbyterian Hospital York, LLC  
Presbyterian Orthopaedic Hospital, LLC  
Presbyterian Medical Care Corp. d/b/a Presbyterian Hospital Matthews  
The Presbyterian Hospital  
Presbyterian Ambulatory Holdings, LLC

### **Novant Health, Inc.**

Novant Medical Group, Inc.  
Rowan Regional Medical Center, Inc.  
Rowan Medical Practices, Inc.

**EXHIBIT B**

**School Programs**

College of Health and Human Services

## HEALTH EVALUATION

1. Furnish current health history of infectious diseases, including but not limited to tuberculosis (including evidence of a negative skin test within the last 12 months), jaundice, liver disease, chicken pox, rubeola, mumps, rubella, or other infectious or communicable diseases.

- **Tuberculosis**

- Documentation of most recent TB skin testing.
- If symptoms of active TB (fever, chronic cough, night sweats, weight loss, production bloody sputum, etc.) or reactive TB skin tests, then a chest X-ray is required.
- If history of active TB or reactive TB skin tests, documentation of testing is required, as well as adequate treatment if indicated.

- **Rubeola** - considered immune if:

- a. If born before 1957:
  - Verbal report of history of disease; or
  - Documentation of receipt of one dose of the live-measles vaccine; or
  - Serologic evidence of measles immunity.
- b. If born 1957 or after:
  - Physician documentation of disease or 2 doses of the vaccine is required; or
  - Documentation of two doses of live measles vaccine on or after first birthday; or
  - Serologic evidence of measles immunity.

(Note: Persons born between 1957 and 1984 who received childhood measles immunization were given only one dose of vaccine during infancy and may require a second dose of vaccine.)

- **Mumps** – considered immune if:

- Born before 1957; or
- Documentation of physician-diagnosed mumps; or
- Documentation of one dose of live mumps vaccine on or after first birthday; or
- Serologic evidence of immunity.

- **Rubella** - considered immune if:

- Documentation of one dose of live rubella vaccine on or after first birthday; or
- Serologic evidence of immunity.

- **Chickenpox** - considered immune if:

- Known history of disease; or
- History of vaccination (2 doses); or
- Serologic evidence of disease.

2. If symptoms of infectious disease occur during service, the student/faculty member should not report for duty until symptoms have resolved and the student/faculty member is medically cleared to return to duty. Infectious diseases must be reported to the applicable Infection Control or Occupational Health Department pursuant to Facility policies.
3. Proof of hepatitis B vaccination series or refusal of vaccine in writing will be required. If the student/faculty member has a history of jaundice or hepatitis, Facility will require proof that it was

not Hepatitis B. If uncertain, a hepatitis test will be required to exclude chronic hepatitis B carrier state.

4. Any request for reasonable accommodations (within the meaning of the Americans with Disabilities Act) shall be submitted to the Facility in writing within 30 days of commencement of the fieldwork and shall state the requested accommodations and/or work restrictions and duration.

**CERTIFICATION AND CONSENT**

I certify that I have read the Clinical Education Agreement between **Novant Health** (“Facility”, see Exhibit A for a list of affiliates) and the **University of North Carolina at Charlotte** as indicated on Exhibit B, (“School”), and that I understand its terms. I will fulfill the responsibilities assigned to me by the Facility during the clinical training program and agree to comply with Facility’s rules, regulations and policies. I will maintain strict confidentiality of all information obtained during my clinical training program and will not disclose any confidential information unless required by law.

If applicable, I authorize the Facility and the School to exchange records, including academic and health records, concerning me in the performance of the duties required by this Agreement for the purpose of fulfilling the terms of this Agreement.

\_\_\_\_\_  
Signature of Student or Faculty Member

\_\_\_\_\_  
Printed Name

Witness:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date