

CLINICAL AFFILIATION AGREEMENT

ORANGEBURG-CALHOUN TECHNICAL COLLEGE

HEALTH SCIENCES DIVISION

AND

CLARENDON MEMORIAL HOSPITAL

January, 2003 to December, 2005

Clinical Affiliation Agreement between Orangeburg-Calhoun Technical College (hereafter known as the "College") and Clarendon Memorial Hospital (hereafter known as the "Hospital")

WHEREAS, the Hospital provides patient care without discrimination of race, color, sex, religion, national origin or source of payment and provides clinical education in affiliations with institutions of higher education of South Carolina.

WHEREAS, the College provides training for Allied Health professions, and WHEREAS, both parties desire to assure an adequate supply of qualified Allied Health personnel,

Now, therefore, the Hospital and the College agree as follows:

- 1.0 The College, through the departments of the Health Sciences Division, agrees to:
  - 1.1 Implement a comprehensive clinical program of instruction in Respiratory Care Technology.
  - 1.2 Recruit, counsel, discipline, and graduate students in the above noted area.
  - 1.3 Post clinical rotation schedules at the Hospital prior to the beginning of each semester.

- 1.4 Require that the College, all faculty and all students involved in clinical training carry professional liability insurance in a amount of not less than \$500,000 per student and \$600,000 per incident which is acceptable to Hospital as to form and insurer.
- 1.5 Admit only those students to the clinical training program who have met all the programmatic prerequisite courses for their particular technology.
- 1.6 Provide the service of a Clinical Coordinator for the program as a liaison between the College and the Hospital. The Clinical Coordinator's duties to the Hospital shall include but shall not be limited to the following:
  - 1.6.1 Provide student data sheets on each College student scheduled to be trained at the Hospital.
  - 1.6.2 Plan visits and consultations between the Clinical Coordinator and the Hospital Clinical Supervisor as necessary to promote exchange of information relevant to a student's clinical education experience at the Hospital.
  - 1.6.3 Advise students of their responsibilities during the clinical education at the Hospital.
- 1.7 Allow hospital clinical supervisors and staff to act as advisors, educators and supervisors of student educational experiences.
- 1.8 Assure the Hospital that students assigned to the Hospital meet both Hospital and College standards of health to include all required tests upon entry and an annual TB titre.
- 1.9 Keep the Hospital informed as to needs of the program to comply with the standards as stated in Essentials of An Accredited Education Program as published by The Committee on Accreditation for Respiratory Therapy Education.
- 1.10 Require that the College Clinical Coordinator and any/all College Clinical Instructors annually apply for privileges or update their application on a form provided for this purpose. These privileges are subject to the normal criteria for members of the Hospital staff, including any and/or all limitations as may be stipulated for Hospital staff membership. The College Clinical Coordinator shall be informed by letter of the disposition of these applications.

- 1.11 Deliver to Hospital, a reasonable time prior to the commencement of any training, a policy or certificate confirming that each student to be involved in such training is covered by the insurance referred to in Section 1.4. Such certificate or policy shall be prepaid for the term of such training and shall provide that it cannot be canceled without at least thirty (30) days prior written notice to Hospital.
- 1.12 Provide Worker's Compensation coverage for the student to insure against injuries sustained in the clinical site while participating in the subject program. Orangeburg-Calhoun Technical College will furnish proof of coverage for all students enrolled in the subject program.
- 2.0 The Hospital agrees to:
  - 2.1 In the area specified in the addendum--designate a staff member acceptable to the College as Clinical Education Supervisor for the noted program. The Clinical Education Supervisor's duties shall include but shall not be limited to the following:
    - 2.1.1 Coordinate and direct each College student's clinical education.
    - 2.1.2 Provide a planned clinical experience that meets the requirements set forth in the program attached.
    - 2.1.3 Provide orientation for College personnel and students to the Hospital's facilities.
    - 2.1.4 Provide reasonable notice to the College's Clinical Coordinator of any situation or problem which may threaten a student's successful completion of his/her clinical education.
    - 2.1.5 Provide graded and/or clinical evaluations for College students engaged in clinical education at the Hospital in a manner described by the College Clinical Coordinator.
- 2.2 Provide reasonable student facilities such as a classroom or conference room and equipment.
  - 2.2.1 Make available to the students the Hospital's library facilities.
  - 2.2.2 Grant cafeteria privileges to rotating students and faculty at employee discount prices.

2.2.3 Provide students with parking facilities if practicable, after Hospital provides parking facilities for its own employees, staff members, patients and visitors .

3.0 Both parties agree that:

3.1 The number of students, dates of assignments and availability of the Hospital clinical education opportunities shall be determined by the Hospital's Clinical Education Supervisor and the College's Clinical Coordinator and shall be attached as addendum to this agreement.

3.2 The students shall be advised and required to adhere to the rules and regulations of the Hospital, including observation of the Hospital's dress standards.

3.3 Each party shall inform the other in a reasonable time of the following:

3.3.1 Changes in academic curriculum.

3.3.2 Changes in the availability of learning opportunities.

3.3.3 Staff changes affecting either academic preparation or clinical instruction.

3.4 Academic withdrawal of a student from clinical assignment may be requested by either the Hospital or College. The party requesting such withdrawal shall notify the other party and the student in writing. Such withdrawal shall occur upon the following conditions:

3.4.1 A review committee selected by the Director of Health Sciences shall review the student's record and other appropriate items and shall afford the student an opportunity to respond to allegations against him/her before any disciplinary action is taken.

3.4.2 Academic suspension of students shall be based on College policy.

- 3.4.3 Hospital reserves the right to dismiss any student from the clinical program for any reason, including (a) misconduct, (b) other unprofessional or unethical behavior, (c) one or more acts which could foreseeable create a hazard to any patient, employee, staff member, or volunteer worker of Hospital, or another student in a clinical program, (d) one or more acts which Hospital reasonable determines is detrimental to any program of Hospital, or (e) one or more acts which could foreseeable create any actual or potential liability (contractual or otherwise) for Hospital beyond that contemplated in this Agreement.
- 3.5 Report data, self studies, and other reasonable information that may be requested by either party or reasonable information that may be required by professional or educational accrediting agencies, governmental bodies, or hospital accrediting bodies shall be completed and exchanged between the parties as necessary.
- 3.6 Cooperative effort is required between the Hospital's Clinical Education Supervisor and the College's Clinical Coordinator, and/or the College's Program Coordinator, regarding the following:
- 3.6.1 Scheduling of clinical rotations:
  - 3.6.2 Assignments of students in the clinical program.
  - 3.6.3 Providing pertinent schedules, dress and/or uniform regulations, and establishing the level of professional standards for students.
  - 3.6.4 Implementing standardized clinical evaluation and grading policies for students.
  - 3.6.5 Development of the professional curricula.
  - 3.6.6 Development of the course objective.
  - 3.6.7 Periodic evaluation and revision of both the curriculum and course objectives.

- 3.7 Hospital will use its reasonable best efforts to provide students with clinical experiences sufficient in number and diversity to satisfy agreed-upon course objectives. However, Hospital does not guarantee that any student will receive any specific number or type of experience or any particular degree of involvement in any specific experience.
- 3.8 The students are not and may not be deemed to be employees of Hospital or third party beneficiaries of this Agreement. College will indemnify, defend, and hold harmless Hospital of, and from all claims, actions, and other proceedings of any student against Hospital in connection with such student's participation in the clinical program, except where the same results directly from Hospital's willful breach of this Agreement.
- 3.9 All students and College faculty members participating in the clinical training program contemplated herein shall be granted access, as licensees and not invitees, to the appropriate portions of Hospital facilities, including parking area (if provided).
- 3.10 This Agreement may be terminated in the following manner:
- 3.10.1 At any time by mutual agreement; and
  - 3.10.2 Upon written notice of either party given at least 150 days prior to the effective date of such cancellation; provided, no termination shall be effective as to an academic term which is in progress.

## ADDENDUM A

The Hospital will serve as a clinical training facility for students in:

### Respiratory Therapy

- 1.0 Hospital Clinical Instructor/Supervisors will have the direct responsibility of assigning and assuring participation in appropriate training experiences, whenever feasible, while the student is assigned to their rotation or area.
- 2.0 The Hospital will provide emergency medical care for Respiratory Therapy students.
- 3.0 The Hospital's Employee Health Nurse will examine students suspected of illness that may be detrimental to the patient population. She/He will evaluate whether the student will continue on his or her rotation or should be sent home, and the student will comply with the Nurse's evaluation as promptly as possible.
- 4.0 If a Clinical Coordinator from the College cannot be provided to the Hospital, the Hospital's Director of Respiratory Therapy, or his/her designee, may oversee the students' activities at his/her discretion. However, should workload, scheduling, or availability of appropriate/acceptable supervision be in conflict with the best standards of patient care, the students may be dismissed from clinical rotation until acceptable/appropriate supervision can be provided.
- 5.0 Each member of the College's Respiratory Therapy faculty is granted clinical privileges sufficient to the treatment of patients assigned to his/her care. Said privileges are granted contingent upon fulfillment of Section 1.10 in the Agreement.

## ADDENDUM B


### The Clarendon Memorial Hospital Affiliation Agreement Addendum

Respiratory Care Technology students upon entering a facility for clinical rotations will be required to attend a hospital orientation session. The time needed for this session will be included in clinical rotation time.

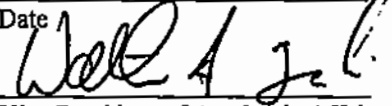
Orangeburg-Calhoun Technical College agrees to hold Clarendon Memorial Hospital and its employees and agents harmless from any and all suits, actions, damages, by any person or liability caused by negligent acts or omissions by Orangeburg-Calhoun Technical College Respiratory Therapy Students while participating in a clinical rotation at Clarendon Memorial Hospital.

IN TESTIMONY WHEREOF the hands and seals of the parties are affixed hereto:


ORANGEBURG-CALHOUN TECHNICAL COLLEGE

  
President

12-17-02  
Date

  
Vice President of Academic Affairs

12-17-02  
Date

  
Division Chairman

12-13-02  
Date

  
Program Director

Dec 13, 2002  
Date

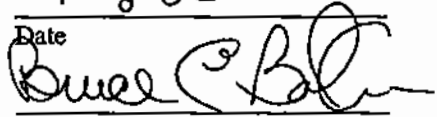
CLARENDON MEMORIAL HOSPITAL

  
Hospital Administrator

1-6-03  
Date

  
Respiratory Care Medical Director

1-8-03  
Date

  
Technical Director - Respiratory Care

01/07/03  
Date