Cooperative Agreement
between
Southwestern Community College
and
Physical Therapy of Leicester, Inc.
Asheville, North Carolina

THIS AGREEMENT made and entered into by and between Southwestern Community College, hereinafter referred to as the COLLEGE, and Physical Therapy of Leicester, Inc. hereinafter referred to as the FACILITY.

WHEREAS the COLLEGE and the FACILITY acknowledge a public obligation to contribute to education for allied health practitioners specifically in the following areas:

PHYSICAL THERAPIST ASSISTANT

WHEREAS it is to the mutual benefit of both the COLLEGE and the FACILITY that students have opportunities for clinical experience as students; and

WHEREAS the following agreement is affected by the proper authorizing bodies of both parties, each in independent status from the other; and

WHEREAS the agreement is to be governed by the following general concepts of cooperation action:

NOW, THEREFORE, and in consideration of the mutual covenants and agreements hereinafter set forth, it is agreed as follows:

A. It shall be the duty and obligation of the COLLEGE:
   1. The COLLEGE shall assume full responsibility for offering an educational program eligible for accreditation by the accrediting agencies of the heretofore mentioned discipline.
   2. The COLLEGE shall have full responsibility for development, organization, and implementation of the applicable curriculum (listed above).
   3. The COLLEGE shall provide adequate time and opportunity for orientation of the FACILITY personnel to the applicable curriculum (listed above).
   4. The COLLEGE shall orient its instructors and students in the existing rules, regulations, and policies of the FACILITY and to abide thereby.
   5. The COLLEGE shall assure that students assigned to the FACILITY for clinical instruction meet and maintain both COLLEGE and the FACILITY standards of health.
   6. The COLLEGE shall oversee the applicable students’ curriculum (listed above) clinical activities in relation to the time the students spend in specific areas of experience at the FACILITY.
   7. The COLLEGE is responsible for providing liability (malpractice) Insurance for each student with coverage of $1,000,000/&$3,000,000.
   8. The COLLEGE shall retain all personal and academic records of the student; furnish the FACILITY with copies of class schedules, course outlines, instructional plans, and other information necessary for appropriate clinical experience and direction at the FACILITY.
9. To ensure that, each student selected to participate in the Clinical Experience has completed a physical examination prior to the commencement of the Clinical Experience, as evidenced by proper documentation, the following immunizations and tests:
   a. Measles, mumps, rubella and varicella zoster vaccine(s) (at 12 months of age or older) or antibody titer(s),
   b. DPT immunization(s),
   c. Intradermal tuberculin skin test(s) (unless the student is known to have an allergic or positive reaction to same,) and
   d. Hepatitis B vaccination(s) (unless the student has produced a signed waiver for same),

10. To provide instruction to each Participant on how exposure to bloodborne pathogens can be avoided and on how the OSHA Bloodborne Pathogens Standard can be complied with:

11. To ensure that each participant has been informed of the need to obtain personal health insurance or make other arrangements for the payment of personal health care expenses. Applicable health care access shall be made available with the understanding that any medical or health care (emergency or otherwise) that may be received by an institution student, or faculty member at the FACILITY in the course of clinical education shall be at the sole expense of the individual recipient of such care.

B. The FACILITY agrees as follows:

1. The FACILITY shall maintain the standards which make them eligible for approval as a clinical area for instruction in an accredited educational program(s).

2. The FACILITY shall provide practical and/or observational opportunities and clinical experience for the students of the program, as established by the COLLEGE and FACILITY.

3. The FACILITY shall make available to the appropriate students its clinical facilities, including conference rooms, to be used for educational purposes under the guidance and supervision of clinical faculty during such periods of time and to which extent as may be agreed upon from time to time by the COLLEGE and the FACILITY.

4. The FACILITY shall provide the following facilities and services to COLLEGE students and faculty:
   a. Reasonable use of parking areas with students and faculty to abide by the regulations governing the use of such facilities as applied equally to the FACILITY personnel.
   b. Same food services as are available to the FACILITY staff.
   c. Provide a reasonably safe working environment- including reasonably safe equipment, tools, and premises.

5. The FACILITY shall permit the use, for educational purposes, of such supplies and equipment as are commonly available for patient care.

6. The FACILITY shall provide access to sources of information for education purposes.
   a. Procedure guides, policy manuals
   b. Standard clinical reference found in the medical library such as medical dictionary, pharmacology references, etc...

7. The FACILITY shall provide time and opportunity for orientation of the college faculty to the FACILITY, its facilities, and policies.

8. The FACILITY shall appoint a clinical instructor to assist college faculty with scheduling, supervision, evaluation, and student record keeping.
9. The FACILITY shall have the right to terminate a student's affiliation at their FACILITY for reason of negligence which endangers the life of patients in their care or conduct which may jeopardize the position of the COLLEGE or the FACILITY. Such termination must be in writing and evidence gathered to support the decision to terminate, PROVIDED, however the FACILITY may order the immediate suspension of a student for the above reasons.

C. The COLLEGE and the FACILITY further agree:

1. The STUDENTS shall have the status of learners and are not employees of the FACILITY while in the FACILITY on student assignment. While acting in the capacity of a student, they shall not replace the FACILITY staff or give services to patients apart from the educational value.

2. The STUDENTS shall be subject to the authority, policies, and regulations of the COLLEGE and during the clinical assignment to the same standards as those of the FACILITY.

3. That this agreement shall be effective for one year beginning on the first day of May, 2005, and shall be deemed 12 months from signed contract, unless terminated in writing pursuant to paragraph 4 below.

4. This agreement may be terminated by either the COLLEGE or the FACILITY Termination of this agreement, by either party, shall not become effective until all students enrolled in the ongoing program will have the opportunity to complete the program; and notice of termination (two months in advance) must be sent by registered mail to the appropriate officials.

5. Amendments shall be in writing and executed by each of the parties hereto. Said amendments shall not affect the remaining provisions in this agreement.

6. All student records maintained at the FACILITY shall be available to appropriate personnel of the COLLEGE.

This the 10th day of May, 2005.

President (Institution)

AGENCY Administrator

Witness

Witness