

**AFFILIATION AGREEMENT
FOR
EMERGENCY MEDICAL SCIENCE PROGRAM
OF
WAKE TECHNICAL COMMUNITY COLLEGE**

1. Parties. This is an affiliation agreement made between the Trustees of Wake Technical Community College (the “College”) 9101 Fayetteville Rd., Raleigh, NC 27603, a body corporate organized pursuant to Chapter 115D of the North Carolina General Statutes, and the Town of Apex (the “Agency”).
2. Statement of Purpose. The College desires to provide a program for clinical learning experiences to its students who are training in the Public Safety Programs of Wake Technical Community College.

The Agency wishes and agrees to make its facilities and personnel available for this purpose under the terms and conditions set forth in this agreement. It is mutually acknowledged by the parties that the provision for clinical learning experiences to the College’s students will not be allowed to interfere in any way with the primary purpose of the Agency. In consideration of the mutual promises contained in this agreement and the benefits accorded to each of the parties hereto, the parties agree to the following terms and conditions.

3. Term. This agreement shall be effective as of its executed date and shall remain in full force and effect for one (1) year, unless terminated as set forth below. Thereafter this agreement shall automatically renew for successive one (1) year periods on the anniversary date.
4. Termination. The Agency or the College shall have the right to terminate this agreement by giving the other 180 days written notice of its intent to terminate, provided that any students who have entered the program will be allowed to finish the program.
5. NC Governing Laws. The terms of this agreement are made under and shall be governed, interpreted, and enforced in accordance with the laws of the State of North Carolina. The parties hereto agree that any dispute arising out of this agreement shall be subject to the jurisdiction of both the state and federal courts in Wake County, North Carolina.
6. Performance of Services. The Agency and the College shall provide patient services under this agreement without regard to race, color, sex, age, disability, gender identity, marital status, natural hair style, genetic information pregnancy, familial status, sexual orientation ethnicity, religious belief or non-belief, veteran or military status, disable veteran status, creed, or national origin of the person for whom services are ordered or rendered.
7. Removal of Students. The Agency reserves the right to refer to the College any student found to be lacking in ability to develop qualities which are essential to clinical work, whose state of health precludes working in the clinical facilities, or who fails or is unwilling to conform to the policies and procedures and routines of the Agency.

The Agency further reserves the right to recommend in writing to the College the removal and termination of any student for any reason of unsatisfactory performance, violation of policies and/or misconduct, or whose state of health precludes working in the clinical facility.

The Agency reserves the right to suspend any student's continuation of the clinical experience for what the Agency may deem to be just cause. In the event that a student is suspended or summarily removed, the Agency shall notify the College in writing of such action as soon as practical, and the parties shall mutually agree on the disposition of the matter.

8. Schedule of Use. The schedule of days and hours of use of the Agency's facilities for clinical experience and the assignment of students shall be jointly planned and agreed upon by the College's Program Director and Agency's designated representative.
9. The Agency's Responsibilities.
 - a) Designate a representative for planning and scheduling student clinical experiences.
 - b) Designate a clinical supervisor to be responsible for student(s).
 - c) Provide the opportunity for observational and practical experience designed to supplement didactic given by the College.
 - d) Supervise this practical experience as necessary to assure safe and beneficial practice for the students and others.
 - e) Maintain standards for appropriate health care services and facilities that are conducive for safety and the sound educational experiences for the students participating in the Program.
 - f) Assist in maintaining records necessary to evaluate student proficiency and attendance.
 - g) Refer to the College student disciplinary problems in accordance with Section 7 of the agreement.
10. The College's Responsibilities.
 - a) Provide students with instruction on all didactic courses utilizing qualified instructors.
 - b) Coordinate with the Agency in planning and evaluating the practical experience of the students.
 - c) Require students to be properly attired when reporting for clinical experience and to conduct themselves in accordance with the Agency's policies and procedures.
 - d) Support rules and regulations governing students that are mutually agreed upon by the Agency and the College.
 - e) Cooperate with the Agency in matters of student discipline affecting the Agency.
 - f) Assure that all students assigned to clinical experience in the Agency are covered by liability and student accident insurance.
 - g) Require student to obtain a criminal background check.
11. Relationship of Parties. The Agency and the College are independent contractors, and neither shall be, nor have the authority to act as, an agent or employee of the other. This

agreement shall not, under any conditions, be construed as an agency or employment agreement creating an agency or employment relationship between the Agency and the College.

12. Amendment. This agreement may be amended at any time by a written agreement signed by the parties hereto.
13. Assignment. This agreement shall not be assigned in whole or in part by either party hereto without the express written consent of the other party.
14. Indemnification. The Agency shall indemnify and hold harmless the College from any and all liability, claims, damages, costs, or expenses arising out of or related to negligent acts of Agency or its agents. The College accepts responsibility for the tortuous acts of itself and its employees and students to the extent permitted by the North Carolina Claims Act.
15. Insurance. The College shall maintain continuous coverage of at least \$2 million/\$5 million of medical malpractice coverage on all faculty members and students in its programs for Wake Technical Community College. A copy of all applicable certificates of insurance shall name the Agency as additional insured and be provided to the Agency.
16. Blood Borne Pathogen and Other Injury Protocol. The college shall provide an exposure control plan and guidelines in accordance with OSHA Standards for Bloodborne Pathogens. The College shall assure that any student or faculty member who has an exposure incident receives evaluation and follow-up consistent with 29 CFR 1910.1030 paragraph (f). The Agency will assist with the implementation of the plan. Students will be responsible for all costs incurred during their post-exposure and follow-up.
17. Student Work/Employment. The student must not receive any compensation from the Agency for the learning experiences.
18. Safeguards. The health and safety of patients, students, and preceptors associated with the educational activities of the students must be adequately safeguarded. All activities required in the program must be educational and students must not be substituted for staff.
19. The parties have caused this agreement to be executed this the 1st day of August in the year 2022.

FOR: WAKE TECHNICAL COMMUNITY COLLEGE

Jamie Wicker, Ed.D
Provost, Public Safety Education
Chief Campus Officer, Public Safety Education Campus
Wake Technical Community College
321 Chapanoke Road
Raleigh, NC 27603

Date

FOR: TOWN OF APEX FIRE DEPARTMENT

Signature

Date

Title

Address

(_____)_____
Phone Number