

**MEMORANDUM OF UNDERSTANDING
BETWEEN**

4TH MEDICAL GROUP, 1050 JABARA AVENUE,
SEYMOUR JOHNSON AFB, NC 27531

AND WAYNE COMMUNITY COLLEGE, P.O.
BOX 8002, GOLDSBORO, NC 27533-8002

- I. Background: This agreement is entered into by and between 4th Medical Group (4 MDG), 1050 Jabara Avenue, Seymour Johnson AFB, North Carolina 27531 and Wayne Community College, P.O. Box 8002, Goldsboro, North Carolina 27533-8002.
1. The trustees of Wayne Community College have established an approved professional program that has been accredited by the North Carolina Board of Nursing. The program curriculum requires special clinical training in preparation for an Associate's Degree in Nursing.
 2. The specific nature of this program is to train approximately 16 students in nursing while utilizing the Pediatric and Family Practice Clinics at 4 MDG MTF over a period of four months per year.
 3. It is to the benefit of Wayne Community College and its trainees to use the clinical facilities at 4 MDG to receive their clinical experience.
 4. 4 MDG and the United States Air Force (USAF) will benefit from making clinical facilities available to nursing trainees of Wayne Community College. The 4 MDG will use the trainees' clinical experiences while contributing to the educational preparation of future Registered Nurses.
- II. Understanding: The parties acknowledge and agree to the following:
5. While training at 4 MDG, the Wayne Community College trainees will be under the supervision of facility officials for training purposes and will be subject to and abide by, all 4 MDG rules and applicable regulations.
 6. There will be no training expense to the USAF for trainees of Wayne Community College who participate in this program other than expenses incidental to their supervision. The use of government-owned property by the trainees is primarily to further their training. Any work benefits that the 4 MDG and the USAF receive are incidental to this training, and trainees of Wayne Community College will not be compensated by the USAF.
 7. This program will not result in, nor is it meant to displace employees or impair contracts for services.
 8. The number and assignment of trainees between the divisions of 4 MDG will be mutually agreed upon between Wayne Community College and 4 MDG before

beginning of each training period. 4 MDG reserves the authority to make any and all changes that are necessary to accomplish the USAF's mission. 4 MDG also reserves the right to refuse acceptance of any participant in this training program and to bar any trainee under this agreement when it is determined that further participation would not be in the best interest of the 4 MDG.

9. Wayne Community College will not use 4 MDG's name in any of their publicity or advertising media. However, the existence and scope of the program may be made known to trainees.
10. Each trainee from Wayne Community College will be required to sign the Trainee Agreement Addendum attached to this agreement.
11. In addition to other provisions in this agreement, 4 MDG specifically agrees to:
 - a. Make available the clinical and related facilities needed for training in the time and manner set forth in paragraph 2 above.
 - b. Arrange schedules that will not conflict with other education programs.
 - c. Designate an official to coordinate the trainees' clinical learning experiences. This will involve planning with faculty or staff members for the assignment of trainees to specific clinical cases and experiences, including their attendance at selected conferences, clinics, courses, and programs conducted under the direction of 4 MDG.
 - d. Provide reasonable classroom, conference, office, storage, dressing and locker room space for participating trainees and their faculty or staff supervisors.
 - e. Permit, on reasonable request, the inspection of clinical and related facilities by agencies charged with the responsibility for accreditation of the Wayne Community College.
 - f. Provide emergency medical treatment to trainees while at the 4 MDG for training. The trainee or Wayne Community College will pay for the cost of such treatment.
 - g. Provide guidance and instruction as long as the instruction and presence of trainees do not interfere with official duties and training of military personnel.
 - h. Arrange with the 4th Security Forces Squadron to allow faculty or students access to the base.
 - i. Provide training on its Health Insurance Portability and Accountability Act (HIPAA) policies and procedures to those who will be working in the medical facility. Trainees and faculty shall abide by the 4 MDG's HIPAA policies. No protected healthcare information (PHI) is anticipated to be exchanged between 4 MDG and Wayne Community College. It is understood that trainees and faculty are considered providers or members of the 4 MDG's workforce while performing duties pursuant to this Agreement, and so do not meet the definition of

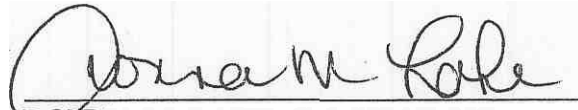
business associates under HIPAA . Therefore, no business associate agreement between the parties is necessary.

12. In addition, to other provisions of this agreement, Wayne Community College specifically agrees to:
 - a. Provide the 4 MDG's point of contact a proposed listing of the number of trainees to be assigned, the dates and hours they will be assigned, and the clinical service to which they will be assigned, before the beginning of each training period.
 - b. Provide faculty or staff members who will be responsible for instruction and supervision of the trainees' clinical learning experience.
 - c. Have the faculty or staff member coordinate with the designated 4 MDG official the assignment that will be assumed by the trainees and their attendance at selected conferences, clinic, courses, and programs conducted under the direction of 4 MDG.
 - d. Provide and maintain accurate personnel records and reports developed during the course of the trainees' clinical experience.
 - e. Insure compliance with all 4 MDG rules and applicable regulations.
 - f. Require all faculty and trainees who operate an automobile on Seymour Johnson Air Force Base to maintain the minimum statutory requirements of local and state law and Air Force regulations on automobile liability insurance.
 - g. Be responsible for health examinations and such other medical examinations and protective measures necessary for its trainees.
 - h. Prohibit the trainees, faculty, or staff members from publishing any materials developed as a result of their clinical experience that have not been approved for release, in writing, by 4 MDG and Wayne Community College.
 - i. Provide professional liability insurance coverage in the amount of \$1,000,000.00/\$3,000,000.00. A copy of the policy of liability insurance is attached to this agreement and will be submitted annually during the term of this agreement. Wayne Community College agrees that if it intends to change such h" ability insurance coverage during the term of this agreement in any way that will affect the protection provided by the USAF, then Wayne Community College will notify the 4 MDG in writing, at least 45 days before the effective date of the change, specifying the changes intended to be made. Wayne Community College must provide documentary proof of the insurance coverage to the 4 MDG and such documentary proof will be attached to this agreement. Wayne Community College, to the extent permitted by law, shall be responsible for any liability, loss, or damages as a result of claims, demands, cost, or judgments proximately resulting from the negligence of Wayne Community College, its students, faculty, trainees, agents, or employees, and arising out of operations,

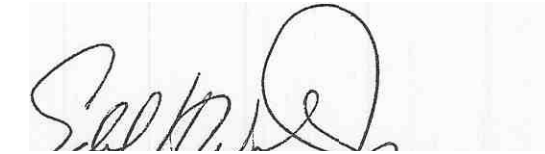
transactions, or services to be carried out pursuant to this memorandum of understanding. Wayne Community College further agrees not to seek indemnification from either the United States, USAF, or the 4 MDG for any settlement, verdict, or judgment resulting from any claim or lawsuit arising out of the performance of the trainees' professional duties while training at the 4 MDG.

13. It is expressly agreed that this written statement embodies the entire agreement of the parties regarding this affiliation, and no other agreements exist between the parties except as herein expressly set forth. Any changes or modification to this agreement must be in writing and be signed by both parties.
14. The terms of this agreement will commence as of the date all parties have signed this agreement and will continue until terminated by either party. Termination by either party will require that written notification be sent by registered mail 30 days before the termination date. It is understood that the Office of the Air Force Surgeon General will have the right to terminate this affiliation agreement without such required notice at any time, if determined necessary, in the interests of USAF's mission requirements.

DATE 3 Jan 05


DONNA M. LAKE, Col, USAF, NC
Commander, 4th Medical Group
POC: MSgtSherrie Hawk, 919-722-0932

DATE 12-10-04


EDWARD H. WILSON, JR, PRESIDENT
Wayne Community College

DATE: Dec. 10, 2004


RACHEL HALL, RN, MSN
Department Head: Nursing Department
Wayne Community College

AGREEMENT BETWEEN
PROFESSIONAL HEALTH CARE MANAGEMENT, INC.
D/A BRIAN CENTER HEALTH AND REHABILITATION GOLDSBORO, INC
AND
WAYNE COMMUNITY COLLEGE

Agreement made and dated this 1st day of June , 2003, between Wayne Community College, hereinafter referred to as the College and Brian Center Health and Rehabilitation/Goldsboro hereinafter referred to as the Agency. This agreement between the College and the Agency will be effective for a period of one year following the present date. Prior to the date of termination, June 2004 . the agreement shall be automatically renewed for an additional year unless either party requests a change or termination of this agreement. Either party may terminate this agreement with a thirty-day notice of intent.

The Agency and the College hereby mutually and informally agree with each other to the following:

The Agency will be responsible for the organization, administration, operating, and financing of its services. It is understood that the ultimate responsibility for patient care rests with the agency. The agency shall endeavor to maintain standards accepted for efficient Agency management by the Department of Human Resources, Division of Facility Services, and by the North Carolina Board of Nursing.

I. INSTRUCTIONAL PROGRAM

Students registered in the nursing program at the College may utilize for clinical experiences the various departments of the Agency. The days and hours of clinical experiences are to be planned by the faculty of the College. The Director of Nursing of the Agency is to be consulted as to the days and hours thus planned.

It is understood that the college students of nursing and faculty personnel are not entitled to any compensation from the Agency in connection with this nursing program. The College does not expect compensation from the Agency for such services but desires to donate these services on an unconditional basis.

II. SPECIFIC RESPONSIBILITIES OF THE AGENCY

- A. To provide conference room space and use of any available instructional materials.
- B. To provide nursing practice and/or observational opportunities on the units and in the various departments of the Agency for a maximum of 30 students.
- C. To allow the students and instructors, at their own expense, to use cafeteria facilities in the Agency.
- D. To allow use of In-Service educational materials in instructing the students.
- E. To foster among Agency staff and employees both technical and professional a "teaching-attitude" of helpfulness to students and instructors.
- F. To retain the right to refuse any student deemed undesirable to the agency administration.

III. SPECIFIC RESPONSIBILITIES OF THE COLLEGE

- A. To go through the proper Agency channels to make plans for observations and/or nursing practice experiences.
- B. To provide all supervision and instruction at a ratio not exceeding one instructor to 10 students.
- C. To abide by the existing rules and regulations of the agency.
- D. To notify the Agency as to the number of students expected, at least one (1) month in advance of planned observation and/or nursing practice experiences in order to ensure that facilities can be provided.
- E. The Agency shall be responsible for any liability, loss, or damage as a result of claims, demands, costs, or judgments against the Agency proximately resulting from negligence of the Agency, its agents, or employees, and arising out of operations, transactions, or services to be carried out pursuant to this agreement; provided, to the extent permitted by law, the College shall be responsible for any liability, loss, or damages as a result of claims, demands, costs, or judgments against the College proximately resulting from negligence of the College, its agents, or employees, and arising out of operations, transactions, or services to be carried out pursuant to this agreement.
- F. To assume responsibility for cost of equipment that is broken or damaged due to negligence (otherwise assumed by the Agency).
- G. To assume responsibility for health and liability insurance for students and faculty,
- H. To ensure that students are taught to respect the confidential nature of all information which may come to them from the Agency or Agency records.

IV. MUTUAL RESPONSIBILITIES

The nursing department of the Agency and the faculty of the Nursing Department of the College will cooperate in the concurrent and terminal evaluation of the program with an evaluation conference held annually at a date and time agreed upon by the participating parties.



Dr. Ed Wilson, President
WAYNE COMMUNITY COLLEGE



ADMINISTRATOR, reviewed and
acknowledged by BRIAN CENTER HEALTH
AND REHABILITATION GOLDSBORO, INC.



Dr. Dan Krautheim, Vice-President for
Academic Affairs and Student Services
WAYNE COMMUNITY COLLEGE



Teresa Toler, Director of Nursing Services
BRIAN CENTER HEALTH AND
REHABILITATION GOLDSBORO, INC.

Rachel Hall, Department Head,
Nursing Department
WAYNE COMMUNITY COLLEGE

DATE: May 26, 2003

AGREEMENT BETWEEN
LENOIR MEMORIAL HOSPITAL
and
WAYNE COMMUNITY COLLEGE

Agreement made and dated this 1st day of June . 2003, between Wayne Community College, hereinafter referred to as the College, and Lenoir Memorial Hospital, hereinafter referred to as the Agency. This agreement between the College and the Agency will be effective for a period of one year following the present date. Prior to the date of termination, June. 2004 the agreement shall be automatically renewed for an additional year unless either party requests a change or termination of this agreement.

The Agency and the College hereby mutually and informally agree with each other to the following:

The Agency will be responsible for the organization, administration, operating, and financing of its services. It is understood that the ultimate responsibility for patient care rests with the Agency. The Agency shall endeavor to maintain standards accepted for efficient hospital management by the Joint Commission for the Accreditation of Hospitals and by the North Carolina Board of Nursing.

I. INSTRUCTIONAL PROGRAM

Students registered in the nursing program at the College may utilize for clinical experiences the various departments of the Agency. The days and hours of clinical experiences are to be planned by the faculty of the College in consultations with the Director of Nursing of the Agency, or his designee.

It is understood that the college students of nursing and faculty are not entitled to any compensation from the Agency in connection with this nursing program. The College does not

expect compensation from the Agency for such services but desires to donate these services on an unconditional basis.

II. SPECIFIC RESPONSIBILITIES OF THE AGENCY

- A. To provide conference space and use of any available Instructional materials. :
- B. To provide nursing practice and/or observational opportunities on the units and in the various departments of the Agency for a maximum of 20 students on any one day. C. To allow the students and faculty, at their own expense, to use cafeteria facilities in the Agency.
- D. To maintain ultimate responsibility for patient care.
- E. To provide faculty and students access to first-aid and emergency care for illnesses and/or accidents occurring on the property operated by the Agency. Cost for such care will be the responsibility of the faculty member or student receiving said care.
- F. To make records of those served by the Agency available for use by the faculty and students.

III. SPECIFIC RESPONSIBILITIES OF THE COLLEGE

- A. To go through the proper Agency channels to make plans for observations and/or nursing practice experience.
- B. To provide all supervision and instruction at a ratio not exceeding one instructor to 10 students.
- C. To abide by existing rules and regulations of the Agency
- D. To notify the Agency as to the number of students expected as soon as practicable in advance of the planned experience.
- E. The Agency shall be responsible for any liability, loss, or damage as a result of claims, demands, costs, or judgments against the Agency proximately resulting from negligence

of the Agency, its agents, or employees, and arising out of operations, transactions, or services to be carried out pursuant to this agreement; provided, to the extent permitted by law, the College shall be responsible for any liability, loss, or damages as a result of claims, demands, costs, or judgments against the College proximately resulting from negligence of the College, its agents, or employees, and arising out of operations, transactions, or services to be carried out pursuant to this agreement.

- F. To assure that the students and instructors are covered by liability insurance.
- G. To assure that students and faculty have had tuberculosis screening prior to clinical experiences.
- H. To assure that students and faculty have had Hepatitis-B immunization regimen and in the event of exposure, students and faculty will follow the Wayne Community College Communicable Disease protocol.
- I. To assure that students and faculty born after January 1, 1957 provide proof of 2 Rubella and Rubeola vaccinations or laboratory evidence of immunity, proof of 2 varicella vaccines or documentation of disease or titer, and documentation of Tetanus booster within past 10 years.
- J. To assure that all nursing faculty have current North Carolina licenses as RNs and have the credentials necessary for clinical supervision.
- K. That the students will be taught to respect the confidential nature of all information which may come to them with regard to patients and hospital records.


IV. MUTUAL RESPONSIBILITIES

The nursing department of the Agency and the faculty in the nursing program of the College will cooperate in the concurrent and terminal evaluation of the program and facility. An evaluation conference will be held annually at a date and time agreed upon by both parties.

MMUNI



PRESIDENT



Wayne Community COLLEGE
VICE PRESIDENT FOR ACADEMIC
AFFAIRS AND STUDENT SERVICES
DEPARTMENT HEAD, NURSING

LENOIR MEMORIAL HOSPITAL, INC.



PRESIDENT



OR
INPATIENT DIRECTOR

Rachel B. Hall

Department Head, Nursing

WAYNE COMMUNITY COLLEGE

CALLER BOX 8002

GOLDSBORO, NORTH CAROLINA 27533-8002

AGREEMENT BETWEEN !

WAYNE MEMORIAL HOSPITAL, INC.

AND

WAYNE COMMUNITY COLLEGE

Agreement made and dated this 1st day of June 2003 . between Wayne Community College, hereinafter referred to as the College, and Wayne Memorial Hospital, Inc., hereinafter referred to as the Hospital.

This agreement between the College and the Hospital will be effective for a period of one year following the present date (inclusive dates). Prior to the date of termination, June, 2004, the agreement shall be automatically renewed for an additional year unless either party requests a change or termination of this agreement.

The Hospital and the College hereby mutually and informally agree with each other to the following:

The Hospital will be responsible for the organization, administration, operating, and financing of its services. It is understood that the ultimate responsibility for patient care rests with the Hospital. The Hospital shall endeavor to maintain standards accepted for efficient hospital management by the Joint Commission for the Accreditation of Hospitals and by the North Carolina Board of Nursing.

I INSTRUCTIONAL PROGRAM

Students registered in the nursing program at the College may utilize for clinical training the various departments of the Hospital. The days of clinical experiences are to be planned by the faculty of the College in cooperation with the nursing managers. The Director of Education at the Hospital is to be consulted as to the days and hours thus planned.

It is understood that the College students of nursing and faculty personnel are not entitled to any compensation from the hospital in connection with this nursing program. The College does not expect compensation from the Hospital for such services, but desires to donate these services on an unconditional basis. While it is understood that students from other colleges or agencies may use facilities of the Hospital, it is agreed that Wayne Community College students will receive the highest priority to scheduling experiences.

II. SPECIFIC RESPONSIBILITIES FOR THE HOSPITAL

- A. To provide conference room space and use of any available instructional materials.
- B. To provide nursing practice experiences and/or observational opportunities on the units and in various departments of the Hospital.
- C. To allow the students and instructors, at their own expense, to use cafeteria facilities in the Hospital.
- D. To allow use of in-service educational materials in instructing the students.
- E. To foster among Hospital staff and employees both technical and professional a "teaching-attitude" of helpfulness to students and instructors.

III. SPECIFIC RESPONSIBILITIES OF THE COLLEGE

- A. To go through the proper Hospital channels to make plans for observations and/or nursing practice experience and to meet with other affiliating schools annually to coordinate clinical scheduling.
- B. To provide all supervision and instruction required in the program unless in specific instances other provisions are made and provide clinical supervision at a ratio not exceeding one (1) instructor to ten (10) students.
- C. To abide by the existing rules and regulations of the Hospital.
- D. To notify the Hospital as to the number of students expected (not to exceed 60 on any given day), as soon as practicable in advance of planned observation and/or practice nursing experience in order to insure that facilities can be provided.
- E. The hospital shall be responsible for any liability, loss, or damage as a result of claims, demands, costs, or judgments against the hospital proximately resulting from negligence of the hospital, its agents, or employees, and arising out of operations, transactions, or services to be carried out pursuant to this agreement; provided, to the extent permitted by law, the College shall be responsible for any liability, loss, or damages as a result of claims, demands, costs, or judgments against the College proximately resulting from negligence of the College, its agents, or employees, and arising out of operations, transactions, or services to be carried out pursuant to this agreement.
- F. To assure that the students and instructors are covered by professional liability insurance with minimum amounts no less than \$1,000,000/51,000,000. A copy of the policy will be submitted annually.
- G. To assure that students and faculty have had tuberculosis-screening, varicella immunity, and two MMR vaccinations prior to clinical experience. A list of students and faculty so covered will be submitted annually in September.
- H. To assure that students and faculty have had blood-borne pathogen disease education and to assure that Hepatitis B immunization has been offered and accepted or declined by them, in accordance with OSHA regulations. A list of the educational session AND either proof of immunization or a refusal form for the immunization will be submitted annually.


- I. That the students will be taught to respect the confidential nature of all information which may come to them with regard to patients and hospital records.
- J. To withdraw any student from the clinical area when the students is unacceptable to the Hospital for reasons of health, performance, or other reasonable causes.
- K. All medical or health care (emergency or otherwise) that a student receives at the Hospital will be at the expense of the individual involved. :


V. MUTUAL RESPONSIBILITIES


The nursing department of the Hospital and the faculty in the nursing department of the College will cooperate in the concurrent and terminal evaluation of the program. An evaluation conference will be held annually at a date and time agreed upon by the practicing parties.

WAYNE COMMUNITY COLLEGE

WAYNE MEMORIAL HOSPITAL

MUNIT

PRESIDENT


VICE PRESIDENT FOR ACADEMIC
AFFAIRS AND STUDENT SERVICES


EXECUTIVE VICE-PRESIDENT AND ~~COO~~
CEO

VICE PRESIDENT FOR PATIENT
CARE SERVICES

Rachel B. Hall
DEPARTMENT HEAD, NURSING

Nursing Education - Agreement Of Affiliation
Between
Cherry Hospital, Goldsboro, North Carolina
And
Wayne Community College, Goldsboro, North Carolina

This agreement, made and entered into this the March 7, 2004 through March 7, 2005 by and between Wayne Community College, hereinafter referred to as the College and Cherry Hospital, hereinafter referred to as the Hospital, shall be effective for a period of one year.

It being the intent of the College and the Hospital to affiliate for the education of nursing students, the College and the Hospital hereby agree as follows:

I. MUTUAL RESPONSIBILITIES AND AGREEMENTS

A. That the rules, regulations, and policies of the Hospital shall be applicable to each of the College's students and instructors while participating in the program at the Hospital.

B. That under no circumstances are any of the College's students or instructors to be considered as agents or employees of the Hospital.

C. That the Hospital's Staff Development Department and the faculty of the College shall jointly plan for and supervise the learning experiences of the College students while utilizing the Hospital's facilities.

D. That an evaluation conference shall be held annually at a date and time agreed upon by the participating parties.

E. That either party of this agreement may terminate this agreement by providing the other party(ies) with written notice ninety (90) days prior to the termination date.

F. That the student's clinical experiences shall be scheduled for educational purposes only. Such experiences shall not be scheduled for evenings, nights, or weekends.

H. SPECIFIC RESPONSIBILITIES OF THE HOSPITAL **i**

A. To provide, where available, adequate classroom and conference space and use of any available instructional materials.

B. To provide clinical nursing and/or observational opportunities on the wards and in the various departments of the Hospital for a maximum of 30 students per . rotation.

C. To allow the College's students and instructors to utilize, at their own expense, the staff food services facilities of the Hospital.

D. To foster among Hospital staff and employees a "teaching attitude" of helpfulness to students and instructors.

E. To provide health care services on an emergency treatment basis only.

F. To provide, subject to available space, the College's students and instructors with dormitory facilities.

III. SPECIFIC RESPONSIBILITIES OF THE COLLEGE

A. To require and assure that the College's students and instructors carry adequate health and liability insurance while participating in this program at the Hospital.

B. To assure responsibility for the cost of equipment that is broken or damaged due to the negligence of the College's students or instructors.

C. To assure that the College's students and instructors understand and respect the confidential nature of all information which may come to them with regard to patients.

D. To withdraw any student or instructor from the affiliation program at the Hospital when the student or instructor is unacceptable to the Hospital for reasons of health, performance, or failure to obey Hospital rules and/or regulations.

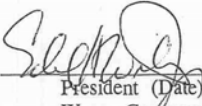
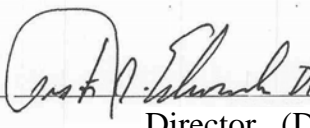
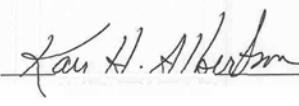
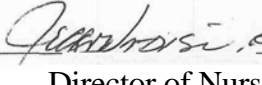
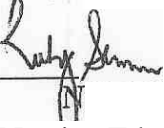
E. To provide clinical supervision of the College's students at a ratio not exceeding one instructor to ten students.

F. To notify the Hospital at least two months in advance as to the number of students expected to participate in this affiliation program.

G. To notify the Hospital at least one month in advance as to the number of students and instructors who are expected to utilize the dormitory facilities.

H. To verify in writing that each student and instructor has received, within the past 12 months, a TB screening and the results of the student's and instructor's TB screening.

I. To ensure that the Hospital's Bloodborne Pathogens Exposure Control Plan, in effect at the time, is complied with by all students and instructors who rotate through the hospital pursuant to this agreement.

 _____ President (Date) Wayne Community College	6/23/04	 _____ Director (Date) Cherry Hospital	3/5/04
 _____ Director of Nursing Cherry Hospital (Date)	2-25-04	 _____ Director of Nursing Cherry Hospital (Date)	3/10/04
		 _____ Nursing Education Director Cherry Hospital	

Rachel B. Hall, 2/25/04
Chairman Nursing Department Wayne
Community College (Date)