AFFILIATION AGREEMENT
BETWEEN
UNIVERSITY OF WEST FLORIDA BOARD OF TRUSTEES
FOR ITS NURSING PROGRAM AND
CARING HEARTS

AGREEMENT

This agreement is made and entered into between the University of West Florida Board of Trustees ("University"), a public body corporate for its Nursing Program ("Nursing Program" or "Program"), 11000 University Parkway, Pensacola, Florida 32514, and Caring Hearts, 9020 University Parkway, Pensacola, Florida, 32514, ("Agency"). The parties agree as follows:

WITNESSETH

WHEREAS in order to fulfill the objective of the University's nursing program, the Nursing Program desires the privilege of giving its students a period of supervised clinical nursing practice with the Agency, and

WHEREAS the Agency recognizes the need for and desires to aid in the educational development of ancillary health care professionals and is willing to make its premises available for such purposes,

NOW THEREFORE, in consideration of the mutual covenants herein, the parties agree as follows:

The faculty of and students enrolled in the Nursing Program may use the various departments of the Agency for nursing practice. The number of students and specific dates when the students of the Program will be utilizing the various departmental facilities of the Agency will be set up and agreed upon by both parties in advance of the specific session. Learning experiences in the departments will be selected and the days and hours planned by the faculty of the Program in cooperation with appropriate Agency personnel.

II. THE AGENCY SHALL:

A. Provide clinical education learning experiences that are planned, organized and administered by qualified staff in accordance with mutually agreed upon educational objectives and guidelines. Students will be provided with opportunities for observational and practical experiences in the patient units and clinics and in other departments of the Agency.

B. Facilitate the students' professional growth through selection of patients for teaching purposes and educational assignments, and where practicable shall provide adequate classroom and conference room space, library facilities, instructional materials, equipment and supplies to Program faculty and students. Space specifically designated for the use of the Program is as follows:_________.
C. Assist in the orientation of faculty and students to the physical facilities, policies, and procedures of the Agency, as required. Agency is responsible for informing students of its policies and requirements and providing students with any of the Agency’s policies and procedures to which the students are expected to adhere during periods of clinical assignment while on the Agency’s premises.

D. Allow the students and faculty, at their own expense, to use cafeteria facilities in the Agency, if any.

E. Retain overall responsibility for quality of patient care. Agency is at all times responsible for patient care.

F. Indemnify and hold harmless the Program from any and all liability, claims, lawsuits, judgments and expenses arising out of any act or omission on the part of any employee, agent or officer of the Agency.

G. Certify to the Program that:
   1. Agency is currently licensed and fully accredited by an appropriate accrediting body, and
   2. the individual responsible for direction of nursing is a registered nurse currently licensed in Florida.

III. THE UNIVERSITY SHALL:

A. Use the proper Agency channels to make plans for observational and practical experiences.

B. Inform the students and faculty in the program that they must comply with current policies and procedures of the Agency to the extent they do not conflict with the policies and procedures of the University.

C. Provide the curriculum planning, admission, administration, matriculation requirements, faculty appointments and promotions as required by the accrediting agency in the program. The University will also provide the necessary instruction, supervision and guidance for the program, specifically:

   1. Each student in the clinical area shall be under the supervision of a faculty member who at no time shall be responsible for supervising students on more than two patient units. No more than twelve students shall be assigned to a faculty member for supervision in the clinical area for any one clinical instruction period.

   2. Ensure that at least one faculty member is physically present, within the Agency while students are engaged in experiences at the Agency. (The exception to this would be in relation to approved preceptorship experiences.)
3. Ensure, in concert with the Agency, with respect to a preceptorship that a preceptor shall not be assigned more than two students for any preceptor experience and the preceptor shall be physically present in the Agency while the students are engaged in preceptorship experiences.

D. Provide professional liability insurance coverage for Program faculty and students and general liability insurance on behalf of faculty while acting within course and scope of employment pursuant to the terms of the State of Florida Casualty Insurance Trust Fund. Such insurance is subject to the liability and sovereign immunity limits in Florida Statutes, Section 768.28.

E. Require that all students have medical insurance.

F. Require that all students meet the University’s requisite health requirements.

G. Use its best efforts to see that students selected for participation in the clinical experience are prepared for effective participation in the clinical education phase of their overall program. University will retain ultimate responsibility for the education of its students and for the evaluation of the students’ progress in the clinical setting.

H. Advise students that they must maintain the confidentiality of patient information obtained during the clinical experience at Agency. All information obtained from patients, their records or computerized data is to be held in confidence and no copies of patient records shall be made. It shall be required of students and supervising faculty that they not identify patients in papers, reports or case studies without first obtaining permission of the Agency and the patient, utilizing the patient confidentiality policies and procedures of the Agency.

IV. WITHDRAWAL OF STUDENT:

The participating Agency has the right to request that the University withdraw any student from its facilities whose conduct or work with patients or personnel is not, in the opinion of the Agency, in accordance with acceptable standards of performance.

The Program may at any time withdraw a student from the Agency facility or from the clinical nursing experience if the student’s progress, conduct or work does not meet the standards of the Program.

Student disciplinary action is the responsibility of the Program.

V. FACULTY, STUDENTS AND AGENCY:

Faculty and students who practice or work at the Agency pursuant to the terms of this agreement shall be doing so as an integral part of their employment or enrollment, respectively, in the Nursing Program. Nothing in this agreement shall be construed as creating an agency, employment or joint venture relation between the Agency and the Nursing Program.
VI. THE AGENCY AND THE UNIVERSITY FURTHER AGREE THAT:

The assignment of students and faculty will be made without regard to the race, creed, sexual orientation, color, sex or national origin of the persons involved.

VII. REVIEW, REVISION AND TERMINATION OF AGREEMENT:

This agreement will become effective upon the date of signature of all parties and will automatically renew each year, unless terminated as provided below. Any modifications to this Agreement must be made in writing and executed in the same manner as the Agreement.

Either party upon ninety days written notice to the other party may terminate this agreement, provided that students assigned to the Agency shall be allowed to complete any previously scheduled clinical assignment then in progress at the Agency.

Notice of termination shall be directed to:

Agency:

University:

VIII. SIGNATURES:

Date 6/27/2005

[Signature]
Title: Administrator
Hospital Caring Hearts

Date 11/21/2005

[Signature]
Title: Provost
University of West Florida Board of Trustees

Date __________, 200__

[Signature]
Title: University of West Florida Board of Trustees

GC Nursing Affiliation Template revised 4/2005

[Signature]  
APPROVED AS TO FORM AND LEGALITY:

UWF ATTORNEY