September 20, 2005

To: Dr. Sandra Flake  
Provost, UWF

Via: Anita Schonberger  
Interim General Counsel, UWF

From: Swarna Kothapalli  
Director, Medical Technology Program

2 copies of affiliation Agreement with Bay Medical Center, Panama City are enclosed. Please sign and return both copies to me. Thank you.

**Background Information for Anita:**

1. I have sent the agreement (reviewed, revised and approved by Anita between Jan-May 2005) to Bay Medical Center

2. The agreement was signed and returned for UWF signatures. No changes made by Bay Medical Center

3. I am submitting 2 copies for Dr. Flake’s signatures
AFFILIATION AGREEMENT
BETWEEN
THE UNIVERSITY OF WEST FLORIDA
AND
BAY MEDICAL CENTER, PANAMA CITY, FLORIDA

This agreement is executed between The University of West Florida Board of Trustees for and on behalf of The University of West Florida, hereinafter referred to as "University" in this agreement and Bay Medical Center in Panama City, Florida, hereinafter referred to as "Hospital" in this agreement.

WITNESSETH:

Reason for the Agreement

WHEREAS, University offers a BS degree in the field of Medical Technology (Clinical Laboratory Sciences), hereinafter referred to as “Program”.

WHEREAS, Hospital manages a comprehensive acute care medical-surgical facility; and

WHEREAS, University desires to provide to its students a clinical laboratory learning experience through the application of knowledge and clinical laboratory skills in actual patient-centered situations in a health care facility, and

WHEREAS, Hospital has agreed to make its facility available to University for such purposes,

NOW, THEREFORE, in consideration of the mutual interest and advantage to both institutions the parties hereby agree as follows:

Responsibilities of the University

1. The University shall have the primary responsibility for the quality of instruction and for maintaining national accreditation and approval of the Training Program by State of Florida. The University shall pay the accreditation fees, site survey costs, and other expenses incurred to obtain and maintain national accreditation and state licensure for the training program.

2. The University shall maintain standards of the Program as recommended and prescribed by all governing bodies regulating the Program.

3. The University shall appoint one of the Program Faculty as a Clinical Site Coordinator, who will visit the Hospital Laboratory on a regular basis. The Clinical Site Coordinator shall maintain ongoing communication with the Education Coordinator and other clinical laboratory professionals at the Hospital, monitor students’ progress in clinical rotations, and provide feedback to the Program Director.
4. The University shall also:

   a) provide classroom theory and practical instruction to students prior to their clinical rotations at the Hospital laboratory

   b) conduct an orientation session for students to the clinical experience at Hospital

   c) prepare student assignments and rotation plans for each student and shall coordinate same with Hospital

   d) communicate with Hospital regarding student performance and evaluation, absences and assignments of students, and other pertinent information

   e) provide general supervision of students and their performance at Hospital

   f) perform other duties as may from time to time be agreed to between University and Hospital

5. The University shall comply with established policies and practices of Hospital, including all applicable legislation and regulations, which University has been advised of by Hospital.

6. The University shall prepare students for Hospital rotations by instructing them about:

   a) complying with Hospital policies and procedures on which the Hospital has oriented students

   b) the confidential nature of all patient information including medical information and their responsibility to keep this information confidential

   c) strictly adhering to laboratory regulations of safety, attendance and dress code

   d) Occupational Safety and Health Act, 29 U.S.C 653,655,657 as it relates to all aspects of blood borne pathogens and biohazards. The University shall maintain records of this education and provide a copy of these records to Hospital

   e) meeting the performance goals under the guidance and supervision of clinical instructors

7. The University shall require its faculty and students to hold in trust all confidential information of hospital and its operations and/or its patients and not disclose or reveal any confidential information to any third party without the express prior written consent of Hospital. University acknowledges that disclosure of patient information must be in accordance with Hospital’s policy, Florida Statutes and other applicable law.
8. **Records:** Any records that are generated as part of the students' participation in the Program at the Hospital as it relates to patient care shall be the property of Hospital. University and its students agree to keep and maintain any and all medical records as may be required by federal, state, or local law and regulations and Hospital policies and procedures.

9. The University shall maintain professional liability insurance for each student enrolled in the clinical rotations at Hospital in the amount of one million dollars ($1,000,000) per each incident or occurrence and three million ($3,000,000) in the aggregate. University shall demonstrate compliance with this section by providing Hospital with a Certificate of Insurance evidencing such coverage upon reasonable request.

10. The University shall require a background check on each student assigned to the Hospital. The background check shall include, at a minimum, the following:
   a) Social Security number verification
   b) Seven year Multi-County or Statewide Felony and Related Misdemeanor Criminal Records search

   Should the background check disclose adverse information as to any student, University shall immediately remove the student from the Hospital assignment.

**Responsibilities of the Hospital**

1. The Hospital shall provide orientation for students regarding Hospital rules, regulations and policies, including but not limited to, Hospital confidentiality guidelines and hospital policies regarding medical records.

2. The Hospital shall accept the students assigned to the Hospital by the University and shall provide reasonable opportunities for the students to observe, practice and assist in various aspects of clinical laboratory testing and operations, to the extent permitted by applicable law. Hospital at all times retains ultimate control and responsibility for patient care.

3. The Hospital shall designate a laboratory staff member, a certified, practicing Medical Technologist who has a working knowledge of educational methodologies and evaluation, as Clinical Education Coordinator. The Education Coordinator shall supervise the structured educational experiences at the clinical facility and serve as the chief contact person for the University faculty.

4. The Hospital shall provide practical training and experience in all the areas of Generalist-Medical Technologist Certification, to include:
<table>
<thead>
<tr>
<th>Hospital Rotation</th>
<th>No. of Weeks</th>
<th>Equivalent University Course</th>
<th>SH</th>
</tr>
</thead>
<tbody>
<tr>
<td>Diagnostic Microbiology</td>
<td>5</td>
<td>MLS 4821L Diagnostic Microbiology II</td>
<td>4</td>
</tr>
<tr>
<td>Hematology &amp; Coagulation</td>
<td>5</td>
<td>MLS 4822L Hematology II</td>
<td>4</td>
</tr>
<tr>
<td>Clinical Chemistry</td>
<td>5</td>
<td>MLS 4820L Clinical Chemistry III</td>
<td>4</td>
</tr>
<tr>
<td>Special Chemistry &amp; TB/Mycology</td>
<td>3</td>
<td>MLS 4824L Special Clinical Methods II</td>
<td>2</td>
</tr>
<tr>
<td>Immunohematology/Serology</td>
<td>6</td>
<td>MLS 4823L Immunohematology II</td>
<td>4</td>
</tr>
<tr>
<td>Urinalysis,</td>
<td></td>
<td>MLS 4825L Urinalysis/Body Fluids II</td>
<td>2</td>
</tr>
<tr>
<td>Parasitology &amp; Phlebotomy</td>
<td>3</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Miscellaneous/Make-up</td>
<td>1</td>
<td>NA</td>
<td></td>
</tr>
<tr>
<td>Spring Vacation</td>
<td>1</td>
<td>Total Credit (Semester Hours)</td>
<td>20</td>
</tr>
<tr>
<td>Total No of Weeks</td>
<td>29</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Such training and experiences shall include:

- Training and practice in all of the clinical laboratory procedures performed in each department;
- Training and practice in laboratory functions such as quality control, quality assurance, maintenance and trouble shooting of lab instruments;
- Communication with patients, physicians, and other health professionals;
- Introduction to operational policies and procedures in laboratory management, supervision, quality assurance, and regulatory compliance;
- Participation in continuing education, in-service, and safety programs;
- Practice of professional ethics and precise work habits that are compatible with patients’ welfare and laboratory efficiency.

5. The Hospital shall assist the University in the evaluation of each student’s performance in Hospital based clinical rotations. Hospital shall maintain individual student records of grading and performance evaluations. However, University shall at all times remain solely responsible for the final evaluation and reporting grades of the students to the University Registrar.

6. The Hospital shall ensure that students’ clinical experiences are based on sound educational objectives aimed at developing a well qualified medical technologist capable of performing as a staff medical technologist upon graduation. Students shall not be, in any significant way, responsible for the service function of the Hospital laboratory. However students must be permitted maximal possible practical experience under qualified supervision.

7. The Hospital shall cooperate and support the University’s effort to obtain/maintain accreditation and licensure of the University’s Program. Hospital agrees to assist in preparation of self study by providing documents which are needed for accreditation of the program and for other regulatory agencies.
8. The Hospital shall provide conference and meeting rooms as required and needed for student seminars, as space is available.

9. The Hospital shall provide students in the Program access to emergency medical care when on Hospital’s premises. Payment of such care will remain the responsibility of individual receiving the treatment.

10. To the extent that Hospital maintains records regarding the student’s educational experience, such as attendance, observations and ratings, Hospital agrees that it will not release, except to the University or its agents or employees, such personal information contained therein, without the written consent of the student or as provided in Section 1002.22, Florida Statutes.

**Joint Responsibilities**

1. Both parties share the responsibilities for the educational supervision, evaluation and grading of student’s performance in clinical rotations.

2. Hospital reserves the right to specify the number of students in a class. The specific number of students to be assigned to the Hospital will be discussed and agreed to by parties prior to the beginning of each class (during the Fall semester).

3. Students, while at the Hospital, are subject to Hospital policies, rules and regulations concerning all aspects of clinical training at the Hospital. The Hospital retains the privilege of requesting the University to remove a student from the Hospital’s program at any time during the clinical training period because of failure in personal conduct, failure in performing clinical procedures, and/or failure to adhere to Hospital policies. In such an event, the student’s participation at Hospital shall immediately cease. A written report of the circumstances shall be submitted by Hospital to the appropriate University official. It is understood that only University can dismiss student from the Program.

4. **Civil Rights:** Each party agrees to comply, as applicable, with Title VII of the Civil Rights Act of 1964, Americans with Disabilities Act (ADA) of 1990, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and associated regulations.

5 **Independent Contractor; No Other Beneficiaries:** The parties hereby acknowledge that they are independent contractors. Neither the University nor any of its agents, representatives, students or employees shall be considered agents, representatives, or employees of Hospital. Neither the Hospital nor any of agents, representative, or employees shall be considered agents, representatives or employees of the University. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto. University and Hospital shall each be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No student shall look to Hospital for any salaries, insurance or other benefits. No student or other third person is entitled to, and shall not receive any rights under this Agreement.

6. Both Hospital and University shall provide training to students and enforce the practice of laboratory safety procedures and protocols, with special reference to OSHA Blood-borne Pathogen Standards.
**Supervisory Responsibilities for Students**

1. **Direct Supervision:** the Education Coordinator at the Hospital shall be responsible for supervising the students in clinical rotations and assuring that all learning activities in each phase of the practicum are achieved at or above the minimum competency level. If a student does not meet minimum competency levels, Hospital shall notify the University.

2. While rotating through various sections of the clinical laboratory, the student is under the direct supervision of the section supervisor and/or teaching technologist in the area. Each clinical instructor shall evaluate the student’s performance and apprise the Education Coordinator of the student’s progress in each area on a weekly basis.

3. While in clinical rotations students are also under the general supervision of the Clinical Site Coordinator from the University.

**Student Health and Safety Policies**

1. University shall require and provide proof that students meet the following health standards prior to entrance into the Hospital Phase of the Program:

   - General Health Screening and Physical Examination
   - Evidence of immunity or immunization for mumps, measles, rubella and chicken pox
   - Tuberculosis screening. Evidence of a negative PPD skin test within three months of beginning clinical experience, or if positive PPD, evidence of no active disease, i.e. negative chest x-rays on record
   - Hepatitis B vaccination series or proof of refusal
   - Proof of completion of training courses on HIV/AIDS, Prevention of Medical Errors and Florida Laws and Rules governing clinical laboratories and clinical laboratory personnel
   - Evidence of health insurance (may be waived for students demonstrating hardship)

2. Hospital shall provide access to emergency medical care for University’s students or faculty related to Program when on Hospital’s premises. Payment for such care will be the responsibility of the individual receiving treatment.

**General Provisions**

1. **Entire Agreement:** This Agreement and any accompanying appendices set forth the entire Agreement with respect to the subject matter hereof and supersedes any prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement shall not be modified or amended except by mutual written agreement. All continuing covenants, duties, and obligations shall survive the expiration or termination of this Agreement.
2. **Severability.** If any provisions of this Agreement are held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

3. **Captions.** The caption headings contained herein are used solely for convenience and shall not be deemed to limit or define the provisions of this Agreement.

4. **No Waiver.** Any failure of a party to enforce that party’s rights under any provision of this Agreement shall not be construed or act as a waiver of said party’s subsequent right to enforce any of the provisions contained herein.

5. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Florida.

6. **Assignment; Binding Effect.** Neither party may assign or transfer any of its rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of the other party. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

7. **Notices.** All notices, requests, demands or other communications hereunder shall be in writing, delivered personally, by registered or certified mail, return receipt requested, or by overnight mail by a reputable overnight carrier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

   **If to Hospital:**
   
   [Address]

   **If to University:**
   
   Swarna Krothaaplli
   Medical Technology Program Director
   University of West Florida
   11000 University Parkway
   Pensacola, FL 32514

   or to such other persons or places as either party may from time to time designate by written notice to the other.
Provision for Renewal

Hospital and the University agree that this Agreement shall continue in effect for three (3) years and may be renewed by the parties from year to year thereafter.

Modification / Termination Clauses
Either party may terminate this Agreement at any time by giving the other party notice in writing at least ninety days prior to the intended termination date, provided that all students enrolled in the Program shall be permitted to complete the course, such completion not to exceed twelve months.

Modifications of this agreement shall be made by mutual written consent of both parties. A memorandum noting the modification shall be attached to the Agreement and shall include the date and signatures of both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date herein written:

UNIVERSITY OF WEST FLORIDA
By: Sandra Flake, PhD
Title: Provost

Date: 9/27/05

BAY MEDICAL CENTER, PANAMA CITY, FLORIDA
By: Richard A. Pressly
Print Name: Richard A. Pressly
Title: Laboratory Manager

Date: 8/18/05

ATTEST:

BY: ________________________________
Print Name: __________________________
Title: ________________________________
Date: ________________________________

APPROVED AS TO FORM AND LEGALITY:
UWF ATTORNEY