TRAINING AFFILIATION AGREEMENT
BETWEEN
THE 96TH MEDICAL GROUP, EGLIN AIR FORCE BASE, FLORIDA
AND
THE UNIVERSITY OF WEST FLORIDA, DEPARTMENT OF HEALTH, LEISURE, AND
EXERCISE SCIENCE, PENSACOLA, FLORIDA

I. Background:

1. This agreement is entered into by and between the 96th Medical Group, 307 Boatner Road, Suite 114, Eglin Air Force Base, Florida 32542-1282, hereafter referred to as “USAF MTF” and the University of West Florida, for and on behalf of the University Of West Florida Board Of Trustees, 11000 University Parkway, Pensacola, FL 32514, hereafter referred to as “UWF”.

2. UWF has established undergraduate and graduate programs that are accredited by the Commission of Colleges of the Southern Association of Colleges and Schools. The program curriculum requires internship experiences in preparation for Bachelor of Science and Masters of Science degrees with majors in Health Education or Exercise Science.

3. The specific nature of this program is to provide UWF Health Education and Exercise Science students training in health education program development, implementation and evaluation, researching and designing programs that address health and wellness needs, instructional techniques in program implementation and integrating program evaluation outcomes into future programs. Exercise science students will additionally gain experience in fitness assessments, personal training consultations and group fitness programming. This training will occur while utilizing the 96th Medical Group’s Health & Wellness Center.

4. It is in the best interest of the UWF and its students to use the facilities at the USAF MTF Health & Wellness Center to receive their internship experience. The USAF MTF and the U.S. Air Force will benefit from making these facilities available to undergraduate students of the UWF. The USAF MTF will use the students’ internship experience and performance while contributing to the educational preparation of undergraduate and graduate Health Education and Exercise Science majors.

II. Understanding: The parties acknowledge and agree to the following:

1. While training at the USAF MTF, the UWF students will be under the supervision of USAF MTF and will be subject to, and be required to abide by, all applicable USAF MTF rules and regulations.

2. There will be no training expense to the Air Force for the UWF students who participate in this program other than expenses incidental to their supervision. The use of government-owned property by the students is primarily to further their training. Any benefits that the USAF MTF and US Air Force receive are incidental to this training and students of the UWF will not be compensated.
3. This program will not result in, nor is it meant to displace employees or impair existing contracts for services.

4. The number and assignment of students will be mutually agreed upon between the parties prior to beginning of each training period. The USAF MTF reserves the right to refuse acceptance of any student in this training program and or to bar any student when it is determined that further participation would not be in the best interest of the USAF MTF.

5. The UWF will not use the USAF MTF’s name in any UWF publicity or advertising media. However, the existence and scope of the program may be made known to participating and prospective students.

6. Each student of the UWF will be required to sign the Trainee Agreement Addendum attached to this agreement. (See Attachment One)

7. In addition to other provisions in this agreement, the USAF MTF specifically agrees to:
   
   a. Make available the clinical and related facilities needed for training.

   b. Arrange schedules that will not conflict with other education programs.

   c. Designate an official to coordinate the student’s learning experience. Such coordination will involve planning with the UWF faculty for the assignment of their students to specific health promotion experiences, attendance at selected conferences, clinics, courses, and programs conducted under the direction of the USAF MTF.

   d. Provide reasonable classroom, conference, office, storage, dressing and locker room space for participating students and their faculty and/or staff supervisors.

   e. Permit, on reasonable request, the inspection of clinical and related facilities by government agencies or other agencies charged with the responsibility for accreditation of the UWF’s education programs.

   f. Provide emergency medical and dental treatment to students while at the USAF MTF for training. The cost of such treatment will be paid by the student.

   g. Allow faculty/student access to the hospital dining facilities at their own expense.

   h. Provide guidance and instruction as long as the instruction and presence of students does not interfere with official duties and training of military personnel.

   i. Arrange with the installation commander to allow faculty/students access to the base.

   j. Retain ultimate control and responsibility for health and wellness services.
8. The USAF MTF will execute and/or coordinate the following:

   a. Orientation to the 96th Medical Group policies and procedures, and definition of specific student duties.
   b. Provide Institutional Review Board-required primary investigator training via the on-site supervisor.
   c. Provide adequate space and use of available facilities such as parking and eating areas as necessary.
   d. Retain responsibility and possession of all 96th MDG internship projects, data, data collection instruments, and documents.
   e. Provide internship supervision to students by health education and exercise science professionals; bi-monthly review of the student’s performance through meetings is expected. Specific expectations for the supervision format and processes include the following:

      i. Site supervisors will work with the student and UWF Faculty of Health, Leisure, and Exercise Science (FHLES) to develop a Supervision Plan and conduct bi-monthly, individual, structured and regularly scheduled supervision experiences relative to the plan.

      ii. Site supervisors will contact the FHLES within 48 hours should any problems arise on site that might affect the supervisee’s performance or grade, such as lack of skill development, unethical, unprofessional, or illegal behaviors.

      iii. Complete and return all student evaluations to the FHP at the completion of the semester.

9. In addition to other provisions of this agreement, the UWF specifically agrees to:

   a. Provide faculty or staff members who will be responsible for instruction and supervision of the students’ internship experiences, and coordinate with the designated USAF MTF official the assignment that will be assumed by the students and their attendance at selected conferences, clinics, courses and programs conducted under the direction of the USAF MTF.

   b. Require as part of program participation, student’s compliance with all USAF MTF’s rules and applicable instructions.

   c. Be responsible for advising all participating students of any required health examinations and necessary protective measures.

   d. Require all faculty/students that operate an automobile on Eglin AFB to maintain the minimum statutory requirements of local and state law and Air Force regulations on automobile liability insurance.

   e. Prohibit their students, faculty, or staff members from publishing any materials developed as a result of their internship experience that has not been approved for release, in writing, by the USAF MTF and the UWF.
f. Provide professional liability (malpractice) coverage, in amounts that are reasonable and customary in the community for the appropriate specialty, covering liability for personal injury or property damage, including legal representation and expense of defense of any such liability claims, actions or litigation, resulting from the participation of UWF's students and faculty under this agreement. This coverage may come from any source, but shall clearly cover UWF students and faculty while participating under this agreement at the USAF MTF. The source of this coverage shall be the Chicago Insurance Company (policy limits $1,000,000 per incident and $3,000,000 aggregate) and as evidence of such coverage, the UWF shall furnish a certificate of insurance prior to commencement of this agreement and annually thereafter. Failure of UWF to obtain and maintain such coverage shall be grounds for immediate termination of this agreement. Notwithstanding anything herein to the contrary, UWF does not waive its right of sovereign immunity, provided under the laws and Constitution of the State of Florida, or any defense that may be available. UWF agrees that if it intends to change such liability coverage for its faculty and/or students during the tenure of this agreement in a way that will affect the protection provided to their faculty and students, the UWF will notify the Air Force in writing, at least forty-five (45) days prior to the effective date of the change, specifying the changed intended to be made. The UWF and their students and faculty further agree not to seek indemnification from either the United States or US Air Force for any settlement, verdict or judgment resulting from any claim or lawsuit arising out of the performance of their student's or faculty's professional duties while training at the USAF MTF.

g. The UWF faculty will execute the following:

i. Advise the participating students as to the requirements (time commitment, seminars, reports, evaluations) involved in the internship experience.

ii. Provide campus-based meetings to discuss common problems and experiences if needed.

iii. Adhere to applicable rules and regulations of the 96th MDG.

iv. Maintain periodic contact with the field supervisor and students to discuss the student's progress, including on-site visits, phone contact and email.

10. The USAF MTF agrees to provide training on its HIPAA policies and procedures to those who will be working in the facility. The UWF's students and faculty shall abide by the USAF MTF HIPAA policies. No protected healthcare information is anticipated to be exchanged between the USAF MTF and the UWF. It is understood that while receiving internship training at the USAF MTF pursuant to this agreement, the students and faculty of the UWF do not meet the definition of business associates under HIPAA. Therefore, no business associate agreement between the USAF MTF and the UWF is necessary. In addition, the UWF may disclose information from a Student's educational record, as appropriate, to personnel at the facility who have a legitimate need to know in accordance with the Family Educational Rights and Privacy Act of 1974, as amended, and section 1002.22, Florida Statutes. The USAF MTF hereby agrees that its personnel
will use such information only in furtherance of the clinical education program for the Student, and that the information will not be disclosed to any other party without notice to the UWF and the Student's prior written consent.

11. 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 modifications to this agreement must be in writing and be signed by both parties.

12. The terms of this agreement will commence as of the date signed by both parties and approval by HQ USAF/SGCT and will continue until terminated by either party. Termination by either party will require that written notification to be sent by registered mail thirty (30) days prior to the termination date. It is understood that the Surgeon General, HQ USAF, will have the right to terminate the affiliation agreement without such required notice at any time, if determined necessary to be in the interests of Air Force mission requirements.

307 Boatner Rd.
Suite 114
Eglin AFB, Fl. 32542-1282

By: TAMA R. VAN DECAR, Colonel, USAF, MC, FS Commander

University of West Florida
11000 University Parkway
Pensacola, FL 32514

By: CHULA G. KING, PhD
Provost, University of West Florida

Approved As To Form And Legality:

UWF Attorney
Attachment 1

TRAINEE AGREEMENT ADDENDUM

In consideration of being allowed to participate in the on-site training program at the 96th Medical Group, Eglin Air Force Base Florida, I acknowledge that I am aware of the rules concerning automobile liability insurance, and, if I drive my private automobile on base, I will register it with base authorities and maintain the required liability insurance. I specifically agree and understand that I will receive no monetary compensation whatsoever from the United States for this training.

________________________________________
Trainee Printed Name

________________________________________
Trainee Signature

________________________________________
Date