MEMORANDUM OF UNDERSTANDING
FOR CIVILIAN TRAINEES
AT
NAVAL HOSPITAL, PENSACOLA, FL

SUBJ: MEMORANDUM OF UNDERSTANDING

1. This agreement is entered into by and between Naval Hospital, Pensacola, 6000 W. Hwy 98, Pensacola, FL 32512, hereinafter referred to as "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 "affiliating institution".

2. The Administrators of the affiliating institution have established an approved professional program that has been recognized, accredited, or certified by the appropriate accrediting agencies, as applicable. The specific nature of this program is to train Counseling Psychology students in clinical rotations over a maximum period of 1000 hours (per student), from May 2008 through May 2011.

3. It is in the best interest of the affiliating institution and its trainees to use the clinical facilities at the MTF to receive their clinical experience. The Department of the Navy and the MTF will benefit by completely utilizing program resources, by maintaining diplomatic relations with community medical institutions, and by affording its medical staff an opportunity to obtain teaching experience.

4. The parties acknowledge and agree to the following: While training at the MTF, the affiliating institution civilian trainees will be under the supervision of MTF officials for training purposes and will be subject to and required to abide by all MTF rules and applicable regulations.
   
   a. There will be no training expense to the Navy for the civilian trainees of the affiliating institution 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 MTF and the Navy receive are incidental to this training and trainees of affiliating institution will not be compensated.
   
   b. This program will not result in, nor is it meant to displace employees or impair existing contracts for services.
c. The number and assignment of trainees will be mutually agreed upon between the MTF and the affiliating institution before the beginning of each training period. The MTF reserves the right to refuse acceptance of any participant in this training program or to bar any civilian trainee when it is determined that further participation would not be in the best interest of the MTF.

d. The affiliating institution will not use MTF's name in any of their publicity or advertising media. However, the existence and the scope of the program may be made known.

e. Each trainee of the affiliating institution will be required to sign the civilian trainee agreement addendum attached to this agreement.

f. The affiliating institution will ensure that documentation of: full names, clinical rotation type, course syllabus/objectives, health screening, state background check and arrival dates of civilian trainees are provided to the MTF Training Program Manager a minimum of five working days prior to each civilian trainee's arrival.

5. Health Information Privacy. The parties agree that this agreement for the affiliation of non-federal trainees at Naval Hospital Pensacola lacks the requirements contained in a HIPAA-compliant Business Association Agreement. As such, non-federal trainees may not remove, use or otherwise disclose protected health information (PHI) from Naval Hospital Pensacola for any purpose, including (but not limited to) requests for documentation in support of their educational degrees, board certifications or licensing requirements. The definition of PHI includes provider's treatment notes.

6. In addition to other provisions in this agreement, the MTF specifically agrees to:

a. Make available the clinical and related facilities needed for training.

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

c. Designate an MTF official (training program manager) to coordinate the civilian trainees' clinical learning experiences. This will involve planning with faculty or staff members for the
assignment of civilian trainees to specific clinical cases and experiences, including their attendance at selected conferences, clinics, courses, and programs conducted under the direction of the MTF.

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 affiliating institution's educational programs.

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

g. Allow faculty and trainees access to the hospital dining facilities at their own expense.

h. Provide guidance and instruction as long as the instruction and presence of civilian trainees do not interfere with official duties and training of military personnel.

i. Arrange with the installation MTF commander to allow civilian faculty and trainee's access to the military base or facility.

j. Provide unit level orientation which includes training on applicable MTF rules and regulations.

7. In addition to other provisions of this agreement, the civilian affiliating institution specifically agrees to:

a. Provide faculty or staff members who will be responsible for instruction and overall supervision of the civilian trainees' program.

b. Have the civilian faculty or staff member coordinate with the designated MTF official the assignment that will be assumed by the civilian trainees and their attendance at selected conferences, clinics, courses, and programs conducted under the direction of the MTF.
c. Provide and maintain accurate personnel records and reports developed during the course of the trainees' clinical experience.

d. Ensure compliance with all MTF rules and applicable instructions.

e. Require all civilian faculty and trainees who operate an automobile on the military base to maintain the minimum requirements of local and State law and U.S. Navy regulations on automobile liability insurance.

f. Be responsible for health examinations/health screening and such other medical examinations and protective measures necessary for its trainees. This includes but is not limited to, being responsible for providing health information about civilian trainees to the MTF Training Program Manager and/or Occupational Health Nurse for tracking purposes. Health information will include, but is not limited to, results of Tuberculosis screening, MMR, Varicella and Hepatitis B status.

g. Prohibit trainees, faculty, or staff members from publishing any materials developed as a result of their clinical experiences that have not been approved for release, in writing by the MTF and the affiliating institution.

h. Provide professional liability (malpractice) coverage, in amounts that are reasonable and customary in the community for the appropriate specialty, covering liability for personal injury and property damage, including legal representation and expense of defense for any such liability claims, actions, or litigation resulting from participation by their civilian trainees and faculty under this agreement. This coverage may come from any source, but shall clearly cover the civilian faculty and trainees while participating under this agreement at the MTF. The affiliating institution agrees that if it intends to change such liability coverage during the tenure of this agreement in a way that it will affect the protection provided their trainees, then the affiliating institution will notify the Navy in writing, at least 45 days before the effective date of the change, specifying the change intended to be made. The affiliating institution must provide documentary proof of the insurance coverage to the MTF and such documentary proof will be attached to this agreement. The affiliated institution further states not to seek indemnification from either the United States or the U.S. Navy for any settlement, verdict, or judgment resulting from any claim or lawsuit arising out of the
performance of the civilian trainees' professional duties while training at the MTF.

i. Provide MTF Training Program Manager proof of a background check, in accordance with Joint Commission standard HR.1.20, for all affiliating institution civilian trainees, staff, and faculty that will be involved with the training of students, subject to this agreement, at the MTF.

8. 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.

9. The terms of this agreement will commence as of the date signed by both parties 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 Chief, Bureau of Medicine and Surgery, will have the right to terminate this affiliation agreement without notice at any time if determined necessary to be in the interests of the Navy's mission requirements. However, should termination occur, this agreement provides that students currently enrolled and participating in a clinical program shall be afforded the opportunity to complete their rotation at the MTF, if practicable.

[Signature Page Follows]
8/12/08
Date
M. MORROW, CAPT, MC, USN
Commanding Officer
Naval Hospital, Pensacola

8/12/08
Date
J. P. Ayers
Director, Resource Management
Naval Hospital, Pensacola

8/23/08
Date
CHULA G. KING, Ph. D.
Provost
University of West Florida

6/5/08
Date
JANE HALONEN, Ph. D.
Dean, College of Arts and Sciences
University of West Florida

6/5/08
Date
ROB J. ROTUNDA, Ph. D.
Coordinator, Counseling Psychology
University of West Florida

6/5/08
Date
LAURA KOPPES, Ph.D.
Chair, Department of Psychology
University of West Florida

Signature Page to Naval Hospital, Pensacola-University of West Florida Memorandum of Agreement

Approved As To Form And Legality:

UWF Attorney
THE UNDERSIGNED hereby acknowledges his/her responsibility under applicable Federal law and the Agreement between University of West Florida ("Affiliating Institution") and the Naval Hospital Pensacola, Florida ("Naval Hospital"), to keep confidential any information regarding the Naval Hospital's patients, as well as all confidential information of the Naval Hospital. The undersigned agrees, under penalty of law, not to reveal to any person or persons except authorized clinical staff and associated personnel any specific information regarding any patient and further agrees not to reveal to any third party any confidential information of the Naval Hospital, except as required by law or as authorized by the Naval Hospital.

Dated this _______ day of ________, 20____

Signed, Sealed and Delivered In the Presence of.

Signature

Typed or printed name

PROGRAM PARTICIPANT

Signature

Typed or printed name