AFFILIATION AGREEMENT
Division of Social Work Internship

This Affiliation Agreement ("Agreement") is executed between the University of West Florida Board of Trustees, a public body corporate, ("University"), 11000 University Parkway, Pensacola, Florida, 32514 in this Agreement and Milton Girls Juvenile Residential Facility ("Facility") located at 5770 East Milton Road, Milton, Florida 32583.

WHEREAS, the University is desirous of using the facilities of the Facility to implement the clinical education/internship program of the Division of Social Work (Program), and

WHEREAS the Facility wishes to cooperate with the Division of Social Work to implement its Program, recognizes the need for and desire to aid in the educational development of the interns 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:

A. The Facility will:

1) Permit interns of the University to practice social work ("interns") under the supervision and responsibility of the faculty of the University. The Faculty Field Coordinator will be responsible to the field instructor, Ms. Carol Andrus or Ms. Jessica Oliver, as designated by the Facility for the social work activities of interns.

2) Facilitate the interns' professional growth through selection of patients for teaching purposes and educational assignments. When applicable, Facility will inform patients that care is being provided by interns and that the patient has a right to refuse care rendered by intern. Responsibility for the quality of routine patient care and social work services shall rest with the Facility.

3) Mutually agree with the University upon the number and distribution of interns assigned to the Facility. Interns will be mutually interviewed and accepted subject to a clear background check.

4) Charge the University no fees for social work practice or study opportunities afforded interns.
5) Provide, whenever possible, in conjunction with the clinical learning experience, reasonable classroom, conference room, office, and workspace for participating interns.

6) Provide University faculty and interns with copies of the appropriate rules and regulations for the divisions to which the interns are assigned.

7) Facility may request, that the University withdraw an intern from the Program at the Facility whose performance is unsatisfactory or marginal. The request shall provide the basis for withdrawal.

8) Facility agrees to treat all intern records confidentially and not disclose intern records except to the University and Facility officials who have a legitimate need to know consistent with their official responsibilities.

9) Milton Girls Facility is a private provider who is contracted with the Department of Juvenile Justice and as a state agency all records are subject to public view.

B. Other terms:

1) University will use its best efforts to see that interns selected for participation in the Program are prepared for effective participation in the clinical education phase of their overall program. University retains ultimate responsibility for the education of its interns.

2) To the extent first provided to the University by Facility, University shall provide interns and Faculty with the Facilities’ policies and procedures to which the interns are expected to adhere to during periods of clinical assignment and while on Facility premises.

3) The Parties will communicate as often as necessary to study the Program and terms of this Agreement and make suggestions and changes to such as needed.

4) The University will advise the Faculty and interns that they will be subject to the rules and regulations established by the Facility for the division of the Facility to which they are assigned.

5) The Faculty and interns are responsible for their own transportation to and from the Facility.
6) The University is responsible for curriculum planning, admission, administration, matriculation requirements, faculty appointments and promotions related to the Program.

7) The University is responsible for the salaries and expenses of the instructors, supervisors, or other employees of the University. The University agrees that it will permit members of its faculty to serve as consultants to and on committees of the Facility, when requested by the Facility.

8) The Facility will not be charged for services performed by the University personnel or interns as part of the Program.

9) All interns assigned to the Facility will have professional liability insurance coverage and the University will be able to provide documentation of such coverage upon request by the Facility. Facility requires documentation of University institutional liability insurance prior to assignment of interns. Each party agrees that no intern in the Program will be determined to be either an employee of the Facility or an employee of the University. Nor will the Facility or the University is liable to the intern for the payment of any wage, salary or compensation of any kind for services provided by the interns. The intern is in a learning situation and the primary purpose of the placement is for the intern’s learning.

10) University shall provide written notice at least two weeks prior to assignment of interns to the Facility.

11) This Agreement may be terminated by either party by giving at least four months’ advance written notice to the other party by certified mail at the address provided above. However, interns already assigned to the program shall be permitted to complete any previously scheduled clinical assignment then in progress at the Facility.

12) During the time they are participating in the Program, neither the University, its faculty, nor its interns shall be considered employees, agents, partners, or servants of the Facility. The Facility retains the ultimate responsibility for patient care, while the University and interns retain the obligations and limitations expressly stated in this Agreement.

13) This Agreement may be amended by written instrument executed by both parties. This Agreement shall be governed by and construed under the laws of the State of Florida, which shall be the forum arising from any incident to this Agreement.
14) Both parties agree to fully comply with all non-discrimination laws of the state of Florida and of the United States. Both parties will accept, assign, supervise, and evaluate interns accordingly.

15) The Facility shall indemnify the University, the University of West Florida Board of Trustees, and the State of Florida and their respective officers, agents and employees from and against any claim, loss, damage, cost, expense, including attorney's fees, or liability arising out of or related to this Agreement.

In witness whereof the parties hereto have caused this Agreement to be executed this 1st day of September 2004.

The University Board of Trustees:

Deborah M. Rougas,
Field Instruction Coordinator
Division of Social Work
The University of West Florida

(Signature)

Dr. Sandra Flake
Provost

(Signature)

Facility:

Carol Andrus
Milton Girls Juvenile Residential Facility

(Signature)

(Print Name)