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, 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 Nursing Students in Clinical Rotation, from February, 2004 through February, 2009.

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.

5. 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.

6. This program will not result in, nor is it meant to displace employees or impair existing contracts for services.
7. 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.

8. 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.

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

10. **Health Information Privacy.** Pursuant to DODINST 6025.18, Privacy of Individually Identifiable Health Information in DoD health Care Programs, December 19, 2002, DOD 6025.18-R, and 45 C.F.R. Parts 160 and 164, the parties agree to enter into a Business Associate Agreement, Appendix A of this MOU.

11. **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 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 or the affiliating institution.

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.

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

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

   (2) 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.

   (3) Provide and maintain accurate personnel records and reports developed during the course of the trainees' clinical experience.

   (4) Ensure compliance with all MTF rules and applicable instructions.

   (5) 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.

   (6) Be responsible for health examinations and such other medical examinations and protective measures necessary for its trainees.
(7) 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.

(8) 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 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.

13. 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.

14. 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.
Date

2/24/04

Wes Little, PhD
Interim Provost
The University of West Florida
Official Authorized to
Approve Agreement for
Affiliating Institution

Marilyn L. Lamborn, RN, PhD
Director, Nursing Program
The University of West Florida

Date

R. L. Buck, CAPT, MC, USN
Commanding Officer
Naval Hospital, Pensacola

R. S. Wright, CDR, MSC, USN
Comptroller
Naval Hospital, Pensacola
Facility Point of Contact

P. K. Roark, CAPT, NC, USN
Director, Nursing Services
Naval Hospital, Pensacola
SAMPLE CIVILIAN TRAINEE AGREEMENT ADDENDUM

In consideration of being allowed to use the facilities of Naval Hospital, Pensacola, per the Memorandum of Understanding agreement between the University of West Florida and Naval Hospital, Pensacola, I agree to abide by the rules and instructions listed in the agreement. 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.

Date: _______________

______________________
(signedature and typed name of trainee)
APPENDIX A

PRIVACY OF PROTECTED HEALTH INFORMATION

1. Definitions. As used in this Appendix:

*Business Associate* has the same meaning as the term “Business Associate” in 45 CFR 160.103.

*Covered Entity* has the same meaning as the term “Covered Entity” in 45 CFR 160.103.

*Individual* has the same meaning as the term “individual” in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

*Privacy Rule* means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

*Protected Health Information* has the same meaning as the term “protected health information” in 45 CFR 164.501, limited to the information created or received by The Business Associate from or on behalf of The Covered Entity.

*Required by Law* has the same meaning as the term “required by law” in 45 CFR 164.501.

*Secretary* means the Secretary of the Department of Health and Human Services or his/her designee.

Terms used, but not otherwise defined, in this Training Affiliation Agreement (TAA) shall have the same meaning as those terms in 45 CFR 160.103 and 164.501.

2. We have determined that both parties serve as employer and supervising institutions in this MOU. Consequently, in this MOU, both the **employer institution** and the **supervising institution** are Covered Entities as defined above; likewise, both the **employer institution** and the **supervising institution** are Business Associates as defined above.

3. The Business Associate agrees not to use or further disclose Protected Health Information other than as permitted or required by this TAA or as Required by Law.

4. The Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this TAA.

5. The Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of Protected Health Information by the Business Associate in violation of the requirements of this TAA.

6. The Business Associate agrees to report to the Covered Entity any use or disclosure of the Protected Health Information not provided for by this TAA.
7. The Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by the Business Associate on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply through this TAA to the Business Associate with respect to such information.

8. The Business Associate agrees to provide access, at the request of the Covered Entity, and in the time and manner designated by the Covered Entity to Protected Health Information in a Designated Record Set, to the Covered Entity or, as directed by the Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.

9. The Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of the Covered Entity or an Individual, and in the time and manner designated by the Covered Entity.

10. The Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by the Business Associate on behalf of, the Covered Entity, available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining the Covered Entity’s compliance with the Privacy Rule.

11. The Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

12. The Business Associate agrees to provide to the Covered Entity or an Individual, in time and manner designated by the Covered Entity, information collected in accordance with this Appendix of the TAA, to permit the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

13. **General Use and Disclosure Provisions**

Except as otherwise limited in this TAA, the Business Associate may disclose Protected Health Information on behalf of, or to provide services to, the Covered Entity for the following purposes, if such use or disclosure of Protected Health Information would not violate the Privacy Rule or the Department of Defense Health Information Privacy Regulation if done by the Covered Entity:

**A. Required as a function of job performance.**

14. **Specific Use and Disclosure Provisions**
A. Except as otherwise limited in this TAA, the Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

B. Except as otherwise limited in this TAA, the Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

C. Except as otherwise limited in this TAA, the Business Associate may use Protected Health Information to provide Data Aggregation services to the Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).

D. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1).

15. **Obligations of the Covered Entity**

Provisions for the Covered Entity to Inform the Business Associate of Privacy Practices and Restrictions

A. Upon request the Covered Entity shall provide the Business Associate with the notice of privacy practices that the Covered Entity produces in accordance with 45 CFR 164.520, as well as any changes to such notice.

B. The Covered Entity shall provide the Business Associate with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect the Business Associate's permitted or required uses and disclosures.

C. The Covered Entity shall notify the Business Associate of any restriction to the use or disclosure of Protected Health Information that the Covered Entity has agreed to in accordance with 45 CFR 164.522.

16. **Permissible Requests by the Covered Entity**

The Covered Entity shall not request the Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity, except for providing Data Aggregation services to the Covered Entity and for management and administrative activities of the Business Associate as otherwise permitted by this Appendix.
17. Termination

A. Termination. A breach by the Business Associate of this Appendix, may subject the Business Associate to termination under any applicable default or termination provision of this TAA.

B. Effect of Termination.

(1) If this TAA has records management requirements, the records subject to the Appendix should be handled in accordance with the records management requirements. If this TAA does not have records management requirements, the records should be handled in accordance with paragraphs (2) and (3) below.

(2) If this TAA does not have records management requirements, except as provided in paragraph (3) of this section, upon termination of this TAA, for any reason, the Business Associate shall return or destroy all Protected Health Information received from the Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of the Business Associate. The Business Associate shall retain no copies of the Protected Health Information.

(3) If this TAA does not have records management provisions and the Business Associate determines that returning or destroying the Protected Health Information is infeasible, the Business Associate shall provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual TAA of the Covered Entity and the Business Associate that return or destruction of Protected Health Information is infeasible, the Business Associate shall extend the protections of this TAA to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such Protected Health Information.

18. Miscellaneous

A. Regulatory References. A reference in this Appendix to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.

B. Survival. The respective rights and obligations of Business Associate under the "Effect of Termination" provision of this Appendix shall survive the termination of this TAA.

C. Interpretation. Any ambiguity in this Appendix shall be resolved in favor of a meaning that permits the Covered Entity to comply with the Privacy Rule.