AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT (the "Agreement") is made as of this 2nd day of October, 2007 by and between The University of West Florida for and on behalf of the University of West Florida Board of Trustees, hereinafter referred to as "School" and the State of Florida, Department of Health, Escambia County Health Department, hereinafter referred to as "CLINIC".

WITNESSETH:

WHEREAS, SCHOOL offers to its enrolled students degree programs in the field of Biology and

WHEREAS, CLINIC operates a clinical public health facility; and

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

WHEREAS, CLINIC has agreed to make its facility available to SCHOOL for such purposes.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

RECITALS

1. Responsibilities of SCHOOL:

(i) To provide faculty for the planning and implementation of research protocols, instruction, teaching, guidance, supervision, and evaluation of health profession students.

(ii) To work in accordance with all of the CLINIC procedures, policies, protocols, rules and regulations in making plans for observation and/or practice in health care at the CLINIC facilities.

(iii) To provide necessary books, periodicals and teaching materials for its educational program to enrolled students.

(iv) To submit to the CLINIC a schedule indicating the number and names of students who will be participating and the name of the faculty member who will be supervising the students during their rotation.

(v) To plan student assignments in consultation with a representative of the CLINIC.

(vi) To designate a contact person for evaluation and scheduling of student rotations and otherwise be a facilitator of communication between the parties.
(vii) To provide indirect supervision for students engaged in a mutually agreeable research-oriented practicum experience with a CLINIC preceptor.

(viii) To initiate and/or participate in group conferences as mutually agreed upon with a designee of the CLINIC for the purpose of discussing objectives of the learning experiences and student performance in research matters.

(ix) To obtain and maintain throughout the term of this agreement or any renewal thereof, professional liability insurance insuring the SCHOOL, its employees, and its students who will be in training under this agreement, with limits of liability coverage in the amount of not less than One Hundred Thousand Dollars ($100,000) per claimant and Two Hundred Thousand Dollars ($200,000) per occurrence. As evidence of such coverage, the SCHOOL shall furnish to the CLINIC a certificate of insurance or a certificate of self insurance prior to commencing services under this agreement and annually thereafter. Failure of the SCHOOL to obtain and maintain such coverage shall be grounds for immediate termination of this agreement. This clause is not applicable to State of Florida agencies and subdivisions which have liability responsibilities specified in Florida Statute section 768.28 Waiver of sovereign immunity in tort actions; recovery limits; limitation on attorney fees; statute of limitations; exclusions; indemnification; risk management programs.

(x) Confidentiality

(a) The SCHOOL shall instruct and require students to maintain confidentiality of all data, files, and client records related to the services provided pursuant to this agreement and to comply with state and federal laws, including, but not limited to, Sections 384.29, 381.004, 392.65 and 455.667, Florida Statutes, and the Privacy Rule of the Health Insurance Portability Act of 1996. SCHOOL shall require each Program Participant to execute a Statement of Confidentiality in the form attached hereto as Exhibit A to help ensure compliance.

(b) SCHOOL will train students regarding amendments to the CLINIC security requirements of which SCHOOL is advised by CLINIC during the period of this agreement. SCHOOL will require students to comply with all such amendments.

(c) SCHOOL will require students to comply with applicable professional standards of practice with respect to client confidentiality.

2. Responsibilities of CLINIC:

(i) To provide health care profession students accepted into this program access to a planned, supervised program of internship research experience.

(ii) To provide designated staff member(s) as internship supervisors for students.

(iii) To designate a contact person for evaluation and scheduling of student rotations and otherwise be a facilitator of communication between the parties.

(iv) To make available to the faculty and students of the SCHOOL, the CLINIC facilities as agreed upon by both of the designated contact persons.
(v) To provide the physical facilities, equipment, supplies, and appropriate information to supplement an educational program in accordance with the objective of providing internship experience to health care profession students.

(vi) To orient participating students to the policies and procedures for which the students will be responsible.

3. **Mutual Responsibilities.** The parties shall cooperate to fulfill the following mutual responsibilities:

(i) Students shall be treated as trainees who have no expectation of receiving compensation or future employment from the CLINIC or the SCHOOL.

(ii) Any courtesy appointments to faculty or staff by either the SCHOOL or CLINIC shall be without entitlement of the individual to compensation or benefits for the appointed party.

4. **Withdrawal of Students.** CLINIC may request SCHOOL to withdraw or dismiss a Student or other program participant from the Program at CLINIC when his or her clinical performance is unsatisfactory to CLINIC or his or her behavior, in CLINIC’S discretion, is disruptive or detrimental to CLINIC and/or its patients. In such event, said Student’s participation in the Program at CLINIC shall immediately cease. If this should become necessary, the CLINIC will attempt to give SCHOOL five days notice unless in the sole discretion of the Director/Administrator of the CLINIC removal is necessary. It is understood that only SCHOOL can dismiss the Student from the Program.

5. **Independent Contractor; No other beneficiaries.** The parties hereby acknowledge that they are independent contractors, and neither the SCHOOL nor any of its agents, representatives, Students, or employees shall be considered agents, representatives, or employees of CLINIC. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto. SCHOOL shall 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 CLINIC 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. **Non-Discrimination.** There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, veteran status, or handicap in either the selection of students for participation in the Program, or as to any aspect of the clinical training; in accordance with applicable law.

7. **Assumption of Risk.** Each party hereby assumes any and all risk of personal injury and property damage attributable to the willful or negligent acts or omissions of that party and the officers, employees, and agents thereof. SCHOOL and CLINIC further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents and agencies to be sued; (3)
a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.

8. Confidentiality. SCHOOL and its agents, students, faculty, representatives and employees agree, to the extent permitted by law, to keep strictly confidential and hold in trust all confidential information of CLINIC and/or its patients and not disclose or reveal any confidential information to any third party, without the express prior written consent of CLINIC. SCHOOL shall not disclose the terms of this Agreement to any person who is not a party to this Agreement, except as required by law or as authorized by CLINIC. SCHOOL may disclose information from a Student’s educational record, as appropriate, to personnel at the CLINIC who have a legitimate educational interest in the information. CLINIC agrees that its personnel will use such information only in furtherance of the clinical education program for the students, and that the information will not be disclosed to any other person without the Student’s prior written consent.

Unauthorized disclosure of confidential information or of the terms of this Agreement shall be a material breach of this Agreement and shall provide the non-breaching party with the option of pursuing remedies for breach, or, notwithstanding any other provision of this Agreement, immediately terminating this Agreement upon written notice to the other party.

9. Term; Termination; Modification

(i) The initial term of this Agreement shall be one (1) year, commencing on October 2, 2007 and ending on October 1, 2008. This agreement shall be automatically renewed for a one year term unless either party requests a change or termination of the agreement.

(ii) Except as otherwise provided herein, either party may terminate this Agreement at any time without cause upon at least thirty (30) days prior written notice, provided that all students currently enrolled in the Program at CLINIC at the time of notice of termination shall be given the opportunity to complete their clinical Program at CLINIC, such completion not to exceed six (6) months.

(iii) This agreement may be modified by mutual, written consent at any time.

10. Entire Agreement. This Agreement and its accompanying Exhibits set forth the entire Agreement with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement.

11. Severability. If any provision of this Agreement is 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.

12. Captions. The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.
13. **No Waiver.** Any failure of a party to enforce that party's right 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.

14. **GOVERNING LAW.** This Agreement shall be governed and construed in accordance with the laws of the State of Florida.

15. **ASSIGNMENT; BINDING EFFECT.** Neither SCHOOL nor CLINIC 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.

16. **NOTICES** All notices hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, 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 CLINIC:** Escambia County Health Department  
   1295 West Fairfield Drive  
   Pensacola, FL 32501  
   Attention: Melissa Powell

   **If to School:** University of West Florida  
   Department of Biology  
   11000 University Parkway  
   Pensacola, FL 32514  
   Attention: Chair, Biology Department; and  
   The Office of the General Counsel.

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

17. **EXECUTION OF AGREEMENT.** This Agreement shall not become effective or in force until all of the below named parties have fully executed this Agreement.

18. **HIPAA Requirements.** The parties agree to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 1320d ("HIPAA") and any current and future regulations promulgated thereunder, including, without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 ("Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 ("Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements". The parties agree not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. Section 164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. Section 1320d), other than as permitted by the HIPAA Requirements and the terms of this Agreement. The parties agree to make their internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and
Human Services to the extent required for determining compliance with the Federal Privacy Regulations. In addition, the parties agree to comply with any state laws and regulations that govern or pertain to the confidentiality, privacy, security of, and electronic and transaction code sets pertaining to, information related to patients.

SCHOOL shall direct its Students to comply with the policies and procedures of CLINIC, as presented in CLINIC's orientation and training session, including those governing the use and disclosure of individually identifiable health information under federal law, specifically 45 CFR parts 160 and 164. Solely for the purpose of defining the Students' role in relation to the use and disclosure of CLINIC's protected health information, the Students are defined as members of the CLINIC's workforce, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this Agreement. However, the Students are not and shall not be considered to be employees of CLINIC.

19. **No Requirement to Refer.** Nothing in this Agreement requires or obligates SCHOOL to admit or cause the admittance of a patient to CLINIC or to use CLINIC’S services. None of the benefits granted pursuant to this Agreement is conditioned on any requirement or expectation that the parties make referrals to, be in a position to make or influence referrals to, or otherwise generate business for the other party. Neither party is restricted from referring any services to, or otherwise generating any business for, any other entity of their choosing.

This Agreement will be effective beginning October 2, 2007.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

**The University of West Florida**

By: John C. Cavanaugh  
President

Date: 9/28/07

**Florida Department of Health**

By: Lillian Rivera, R.N., M.S.N.  
Deputy State Health Officer

Date: 10/10/07

Approved As To Form And Legality:

[Signature]

UWF Attorney

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EXHIBIT A

CONFIDENTIALITY STATEMENT

The undersigned hereby acknowledges his/her responsibility under applicable federal and state laws and regulations and the Agreement between The University of West Florida ("School") and the Florida Department of Health, Escambia County Health Department ("Clinic") to keep confidential information of Clinic. The undersigned agrees, under the 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 Clinic.

Dated this ___ day of _____________, 200___

________________________________________
Program Participant Signature

________________________________________
Name (Print)

________________________________________
WITNESS Signature

________________________________________
Name (Name)