AFFILIATION AGREEMENT

I. PARTIES

THIS AFFILIATION AGREEMENT ("Agreement") is made and entered into this ___ day of September, 2007, between the UNIVERSITY OF WEST FLORIDA, for and on behalf of the University of West Florida Board of Trustees, a public body corporate (hereinafter "University") and STEVE WILLIS, M.D., P.A., a Family Practice Physician, Rehabilitation facility (hereinafter referred to as "Clinical Facility").

II. PURPOSE OF AGREEMENT

It is mutually agreed that the purpose of this Agreement is to provide a comprehensive learning experience for participating students from the University ("Students") within a clinical setting in accordance with provisions of the guidelines set forth in this Agreement and any attached addenda. Therefore, in consideration of the mutual promises contained herein, the parties agree as set forth in this Agreement.

III. GENERAL PROVISIONS OF AGREEMENT

A. **Term.** This Agreement shall be for a period of two years and shall continue thereafter for additional one year periods unless terminated by either party as provided herein. Upon mutual written consent of the University and the Clinical Facility, revisions to this Agreement may be made effective either at the beginning of or during a renewal period. Either party shall have the absolute right to terminate this Agreement with or without cause upon thirty (30) days prior written notice to the other party. However, any termination or expiration of this Agreement shall be effective only at the end of a specific academic period, or upon full completion of the program curriculum for Students currently participating in a rotation.

B. **Non-Discrimination.** The Clinical Facility and the University agree to continue their respective policies of non-discrimination based on sex, age, race, color, creed, disability, veteran’s status or national origin. Each party shall be responsible for their compliance with applicable state and federal laws, rules and regulations prohibiting discrimination.

C. **Use of Clinical Facilities.** University’s Faculty and Students may use the various departments of the Clinical Facility for the clinical experience. The number of Students and specific dates when the Students will be utilizing the various departments of the Clinical Facility will be established and agreed upon by both parties in advance of the specific session. Both staffs will work together to maintain an environment that provides quality student learning within the curriculum plan of the designated program. Clinical Facility and University shall be mutually responsible for clinical
assignment for Students taking part in the rotation based upon the goals and objectives of the program.

D. Non-Disclosure. The University will disclose information from a Student's educational record, as appropriate, to personnel at the Clinical 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 Clinical Facility 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 University and the Student's prior written consent. The University agrees to work with Students, staff and administrators to insure that all individuals participating in the clinical education program are made aware of their obligations to insure patient confidentiality. Records of University and Clinical Facility will be subject to public access only to the extent required by Chapter 119, Florida Statutes.

E. Discipline. Clinical Facility reserves the right to request the University to withdraw any Student from its facilities whose conduct or work with patients or personnel is not in accordance with the policies and procedures of the Clinical Facility or is detrimental to patients or others. In such event, the Student’s participation in the program at the Clinical Facility shall immediately cease. It is understood that only the University can dismiss a Student from the program. Clinical Facility will advise the University at the earliest possible time of any deficit noted in a Student's ability to progress toward achievement of the stated objectives of the clinical experience. Clinical Facility shall provide an orientation session/materials for Students and shall assure that all Students are made aware of those actions which may result in dismissal for cause.

F. Publication. Clinical Facility and University shall not publish, distribute or otherwise disclose, and shall not permit or allow Students or others to publish, distribute or otherwise disclose, any materials relative to any Program, which materials have not been previously reviewed and approved for publication, distribution or other disclosure by the Clinical Facility and the University.

IV. SPECIFIC RESPONSIBILITIES OF THE UNIVERSITY

A. Coordinator. University shall designate a person or persons to coordinate and act as liaison with the appropriate Clinical Facility personnel. University shall provide to Clinical Facility the current curriculum, course objections, and any syllabus of University’s applicable educational program, as well as all forms regarding practicum experience and instructions for completion of these forms. The University shall provide one or more faculty who will be responsible for instruction of the students while participating in the clinical experience and for evaluation of each such student. The faculty has the responsibility of selecting, planning, and evaluating the work of the students and such selecting, planning and evaluating shall be accomplished in accordance and consistent with the policies and programs of the Clinical Facility.
B. **Student List.** University shall provide the Clinical Facility with a list of Students participating in the learning experience at least ten (10) days before each program is to start. There is no minimum number of Students required to be placed at the Facility.

C. **Attendance.** University shall instruct each Student to attend all educational activities and adhere to applicable policies of Clinical Facility where Student may be assigned.

D. **Risk.** The University assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of the University and its employees while acting within the course and scope of their employment by the University. The University will provide specified medical professional liability insurance in the amount of One Million Dollars ($1,000,000) per medical incident/Three Million Dollars ($3,000,000) total liability under the policy (aggregate of all claims), such insurance providing coverage to Students participating in activities which are part of and a requirement of Students' curriculum at the University. University shall, upon request, submit certificates of insurance to Clinical Facility evidencing such insurance at the time of the execution of this Agreement, and at any renewals thereafter. The University and the Clinical Facility 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; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.

E. **Student Progress.** University agrees to communicate with the Clinical Facility's coordinator or preceptor and Student to assess Student's progress as necessary.

V. **SPECIFIC RESPONSIBILITIES OF THE CLINICAL FACILITY**

It shall be the responsibility of the Clinical Facility to:

A. **Orientation.** Provide an appropriate orientation to Students concerning the facilities and the rules, policies and procedures of the Clinical Facility and other related material, such as scheduling information.

B. **Clinical Experience.** Provide adequate clinical and educational facilities and services for Students in accordance with the objectives of the program and assist in the evaluation of Student's learning experience. Clinical Facility shall provide all supplies, equipment, and other instructional needs of the Students while involved in the clinical experience. However, Students will be responsible for the cost of their own books, housing, meals, transportation, and health insurance. Clinical Facility will not require the University or any Student enrolled in the clinical experience to pay any fee or tuition to Clinical Facility.
C. **Responsibility for Patient Care.** Retain ultimate responsibility for patient care, even if that care is given by a Student.

D. **Coordinator.** Designate a coordinator or preceptor from its staff to act as the liaison with University in this Agreement. The Clinical Facility Coordinator has the responsibility of selecting, planning, and evaluating the work of the students and such selecting, planning and evaluating shall be accomplished in accordance and consistent with the policies and programs of the University Coordinator.

E. **Medical Care.** Arrange for immediate emergency care in the event of Student’s accidental injury or illness; however, Clinical Facility shall not be responsible for costs involved, follow-up care, or hospitalization.

F. **Risk.** Assume any and all risks of personal injury and property damage attributable to the negligent acts or omissions of the Clinical Facility and its officers, employees, servants and agents. The Clinical Facility will have in full force and effect, in amounts consistent with industry standards, or as required by law, comprehensive general liability and professional liability insurance coverage during the term of this agreement.

VI. **COORDINATORS.** University and Clinical Facility shall designate a person (or persons) to coordinate and act as preceptor or liaison with the other party as set forth below:

**Clinical Facility:**
- Steve Willis, M.D.
- 4601 Spanish Trail
- Pensacola, FL 32504
- Attn: Steve Willis
- Title: Clinical Coordinator

**University:**
- University of West Florida
- Division of HLES
- Pensacola, FL 32514-5750
- Attn: Tony Nguyen, ATC
- Title: Clinical Coordinator

VII. **SPECIFIC RESPONSIBILITIES OF STUDENTS**

University agrees to advise each Student assigned through this Agreement to:

A. **Compliance.** Comply with the policies and procedures of the Clinical Facility, and with all state, local and federal regulations.

B. **Uniform.** Provide any necessary and appropriate uniform while on duty in the Clinical Facility.

C. **Confidentiality.** Maintain the confidentiality of all records and information exchanged in the course of the program, including but not limited to, patient medical records.
D. **Personal Care.** Assume personal and financial responsibility for any and all medical care and treatment sought at the Clinical Facility. If a Student is injured while in the Clinical Facility, he/she may seek emergency medical care and treatment, but may be charged for the services rendered. Neither Clinical Facility nor University provide accident/health insurance for Student participants.

E. **Transportation.** Arrange for all room, board and transportation requirements for each rotation.

F. **Health Requirements.** Comply with Clinical Facility’s health requirements, including immunizations and any required physical examination, and to provide a written consent giving University permission to furnish a report or summary of such report to Clinical Facility upon request.

**VIII. MISCELLANEOUS**

A. **Independent Contractors.** The relationship of the parties hereunder shall be an independent contractor relationship, and not an agency, employment, joint venture, or partnership relationship. Neither party shall have the power to bind the other party or contract in the name of the other party. All persons employed by a party in connection with operations under this Agreement shall be considered employees of that party and shall in no way, either directly or indirectly, be considered employees or agents of the other party.

B. **Conflicts.** Both parties agree that in the event conflicts or problems arise related to the clinical rotation of any Student pursuant to this Agreement, Clinical Facility shall immediately contact University’s clinical coordinator of the appropriate department of University. In the event that disagreements are not resolved by the Student involved, the clinical preceptor(s) and University’s clinical coordinator, such disagreements shall be resolved by the Chairperson of the pertinent Department of the University and the chief executive officer of Clinical Facility or his/her designee.

C. **Integration.** This Agreement, together with applicable Addenda, represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all negotiations, understandings and representations (if any) made by and between such parties. The terms and provisions hereof may be amended, supplemented, waived or changed by a writing signed by each of the parties hereto.

D. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Florida.

E. **Severability.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, the legality, validity and enforceability of the remaining provisions shall not be affected thereby.
F. Assignment. This Agreement may not be assigned, in whole or in part, by either party without the prior written consent of the other party.

G. Notices. Any notice to be given hereunder by either party to the other, unless otherwise provided for, must be in writing and may be effected either by personal delivery or by United States certified mail, return receipt requested, postage prepaid. Mailed notices shall be addressed to the parties at the addresses set forth in Section VI of this Agreement.

H. File Copies. Copies of this signed Agreement shall be placed on file at the University in the Office of Academic Affairs and the Clinical Facility.

IX. SIGNATURES TO AGREEMENT

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

STEVE W. WILLIS, M.D., P.A.

[Signature]

Steve Willis, M.D.

10-23-02

Date

UNIVERSITY OF WEST FLORIDA BOARD OF TRUSTEES

BY: [Signature]

John C. Cavanaugh, President

9/28/07

Date

Approved As To Form And Legality:

[Signature]

UWF Attorney