

AFFILIATION AGREEMENT FOR ROTATION OF UNIVERSITY OF FLORIDA COLLEGE OF PUBLIC HEALTH AND HEALTH PROFESSIONS STUDENTS AT AN EXTERNAL INSTITUTION

This Agreement, effective Enter start date (“Effective Date”), by and between The University of Florida Board of Trustees (“UNIVERSITY”), for the benefit of the College of Public Health and Health Professions, University of Florida, and Enter legal name (“INSTITUTION”),

WITNESSETH:

WHEREAS, UNIVERSITY has responsibility for the training of physical therapy, occupational therapy and speech-language pathology students;

WHEREAS, INSTITUTION, located at Enter physical address [if multiple locations, please list on a separate attachment], is an entity which can provide a setting in which UNIVERSITY's physical therapy, occupational therapy and/or speech-language pathology students may participate in clinical education activities; and

WHEREAS, UNIVERSITY wishes to enter into this Agreement with INSTITUTION for the educational benefit of UNIVERSITY's physical therapy, occupational therapy and speech-language pathology students.

NOW, THEREFORE, in consideration of these premises and of the following mutual promises, covenants and conditions, the parties heretofore named agree as follows:

A. Responsibilities of INSTITUTION

1. INSTITUTION agrees to accept the assignment by UNIVERSITY of certain student(s) (“Student(s)”) to INSTITUTION and/or INSTITUTION's affiliated health care facilities for purposes of clinical rotation as part of UNIVERSITY's Physical Therapy, Occupational Therapy, or Speech, Language and Hearing Sciences education program.

2. INSTITUTION shall designate one or more academically qualified professional(s) employed by INSTITUTION as member(s) of its clinical staff who will function as clinical instructor(s) for Students. INSTITUTION shall, whenever possible designate clinical instructor(s) having a minimum of one year of clinical experience. During the term of this Agreement INSTITUTION's clinical instructor(s) shall have the following responsibilities as they relate to Students.

- a. Meet with Students on the first day of clinical rotation to review: (i) Educational objectives for each Student's rotation; (ii) Work schedules and on-call assignments (both shall be under the control of INSTITUTION's clinical instructor(s)); and (iii) INSTITUTION's policies and procedures.
- b. Introduce Students to key clinical and auxiliary personnel at INSTITUTION.
- c. Provide clinical instruction in accordance with UNIVERSITY's rotation objectives and the availability of patients and other clinical resources at INSTITUTION. Clinical assignments shall include self-study and library research of clinical topics. Said assignment shall be consistent with each Student's role pursuant to this Agreement.
- d. Make best efforts to provide each Student with hands-on clinical experience and with the clinical instructors' own insights and examples of clinical experience.
- e. Evaluate and maintain individual records of the performance of each Student.
- f. Provide each Student with frequent feedback on his/her clinical and professional performance, and formally review each Student's progress at mid-rotation.
- g. Meet with each Student during his/her last week of rotation and complete and sign all clinical rotation forms provided to INSTITUTION by UNIVERSITY. Evaluation of each Student shall be frank and as accurate a reflection of each individual's clinical competence as possible. All completed forms shall be returned to the appropriate department of UNIVERSITY as designated by UNIVERSITY no later than one week after completion of the student assignment.

3. INSTITUTION shall have in full force and effect, in amounts consistent with industry standards, comprehensive general liability and professional liability insurance coverage during the term of this Agreement and throughout those periods referenced in Section 95.11, Florida Statutes, or as required by the state in which INSTITUTION is located. Said certificate of insurance, indicating the effective dates of protection, period of protection, and limits of protection, shall be provided to UNIVERSITY upon request.

4. INSTITUTION shall grant each Student access to available library facilities at the site of assignment, if applicable.

5. INSTITUTION shall arrange for immediate emergency care in the event of Student's accidental injury or illness, but shall not be responsible for costs involved, follow-up care, or hospitalization. Students shall be responsible for the cost of medical services provided either through health insurance or self-payment.

6. INSTITUTION shall permit UNIVERSITY's designee to visit INSTITUTION for purposes of ascertaining that UNIVERSITY's educational objectives for each Student's rotation are met at INSTITUTION.

7. INSTITUTION shall comply with the requirement of all privacy laws applicable to information obtained as a result of participation in this Agreement, including the Family Educational Rights and Privacy Act (known as "FERPA").

8. INSTITUTION shall remain at all times responsible for the content and quality of care provided to INSTITUTION's patients, it being the intent of the parties that this Agreement is for academic purposes only and not for the receipt of services from UNIVERSITY's students or faculty.

B. Responsibilities of UNIVERSITY

1. UNIVERSITY shall provide to INSTITUTION the current curriculum, course objectives, and syllabus of UNIVERSITY's applicable education program, as well as all forms regarding field work experience and instructions for completion of these forms.

2. UNIVERSITY shall instruct each Student to attend all educational activities and adhere to applicable policies of INSTITUTION and/or INSTITUTION's affiliated health care facilities where Student may be assigned.

3. UNIVERSITY shall inform Students that they must comply with and obtain all appropriate background screenings, health screenings, drug screenings and vaccination requirements as set forth by INSTITUTION before beginning clinical rotation at INSTITUTION. Upon INSTITUTION's request, UNIVERSITY shall attest that said screenings/vaccinations were completed as required.

4. As participants in UNIVERSITY's health care education program, and predicated on UNIVERSITY's assignment pursuant to this Agreement, Students are protected against tort claims by the University of Florida J. Hillis Miller Health Center Self-Insurance Program. If required by INSTITUTION, Students are provided professional and general liability protection subject to a maximum of \$1,000,000 per occurrence. See **Attachment A** for a description of the protections afforded by the Self-Insurance Program.

5. UNIVERSITY shall instruct its students to keep patient information strictly confidential and not to use confidential patient information for any purpose other than treatment or as a part of their own training. Students shall be instructed to comply with all applicable requirements of state and federal law for the protection of confidential patient information, including privacy regulations of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"). The parties agree that in the context of the arrangement contemplated in this Agreement, UNIVERSITY does not stand in a business associate relationship with INSTITUTION as that term is defined under the HIPAA Privacy Regulations. No business associate relationship is established pursuant to this Agreement because UNIVERSITY performs no actions or activities on behalf of INSTITUTION. UNIVERSITY faculty health care providers do not appear on-site to provide services on behalf of INSTITUTION, nor are there any other activities undertaken by UNIVERSITY on behalf of INSTITUTION which involve Protected Health Information ("PHI"). Access to PHI by UNIVERSITY agents, if any, is limited to those disclosures that are incidental to INSTITUTION's permitted uses and disclosures for the training of clinical students. INSTITUTION is permitted under the HIPAA privacy Regulations to provide access to PHI for training of students as part of its "Health Care Operations".

C. General Provisions

1. Both parties agree that in the event conflicts or problems arise related to the clinical rotation of any Student pursuant to this Agreement, INSTITUTION 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 instructor(s) and UNIVERSITY's clinical coordinator, such disagreements shall be resolved by the Chairperson of the pertinent department of UNIVERSITY's College of Public Health and Health Professions and the chief executive officer of the INSTITUTION or his/her designee. In the event a resolution cannot be achieved, INSTITUTION reserves the right to reasonably request withdrawal of any Student whose work or conduct is not in full accord with INSTITUTION's standards of performance.

2. All notices by either party required or permitted by this Agreement shall be in writing with delivery confirmation and shall be delivered by a courier service, by United States Postal Service mail or by hand delivery, to the representatives specified herein. The name and address of the representative of UNIVERSITY for this Agreement is P.O. Box 112737, Gainesville FL 32611-2737, Attn: Director, Office of General Counsel, Health Affairs Contracts. The name and address of the representative of INSTITUTION is Enter person's name and mailing address.

3. It is understood that in no event shall Students be considered or represent themselves as agents, officers, servants, or employees of INSTITUTION. At the same time, it is understood that in no event shall the employees or agents of INSTITUTION be considered or represent themselves as agents, officers, servants, or employees of UNIVERSITY. Both parties expressly intend that, with regard to the provisions of this Agreement, said parties shall be independent contractors, and no party hereto shall receive any other benefits besides those expressly provided for herein. UNIVERSITY shall instruct each Student to wear a pictured name tag identifying his/her status with UNIVERSITY.

4. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns. Nothing in this Agreement is intended, nor shall be deemed, to confer any benefits on any third party, including without limitation, any patients of INSTITUTION, nor shall such person or entity have any right to seek, enforce or recover any right or remedy with respect hereto.

5. The parties agree that each party shall have responsibility for their own individual actions and nothing contained herein shall be considered a hold harmless agreement on the part of either party.

6. The parties shall, to the maximum extent possible, fully cooperate in the defense of any claim or action involving medical care or treatment provided pursuant to this Agreement. Such cooperation shall include but not be limited to timely reporting to the other any such claim or action of which they become aware, timely providing relevant medical records and other documentation to the other at no expense to the other, and participating in such investigation and mutual defense as may be mutually advantageous.

7. This Agreement shall be effective for an indefinite duration commencing upon the Effective Date set forth above. This Agreement may be terminated, with or without cause, by either party with sixty (60) days written notice to the other party given in accordance with **Section C.2.** herein. The parties agree that if this Agreement is terminated, all Students currently assigned to INSTITUTION by UNIVERSITY pursuant to this Agreement, shall be given the opportunity to complete their clinical rotation. Further, UNIVERSITY and INSTITUTION agree that the terms of this Agreement may be revised at any time by formal written amendment to this Agreement executed by both parties hereto.

8. Both parties agree there shall be no discrimination based on race, religion, creed, sex or national origin in the performance of this Agreement.

9. This Agreement, including all attachments, contains the entire and complete understanding and agreement between the parties pertaining to the subject matter herein, and supersedes and cancels any and all prior agreements or understandings, whether oral or written, relating to the subject matter hereto. No other terms or conditions in the future shall be valid and binding on any party unless reduced to writing and executed by both parties.

INSTITUTION:

THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES, FOR THE BENEFIT OF THE COLLEGE OF PUBLIC HEALTH AND HEALTH PROFESSIONS, UNIVERSITY OF FLORIDA

By: _____
Signature of authorized signatory Date

Print Name

Print Title

By: _____
David R. Nelson, M.D. Date
Senior Vice President, Health Affairs
University of Florida