

AFFILIATION AGREEMENT

I. PARTICIPATING ENTITIES

THIS AFFILIATION AGREEMENT ("Agreement") is made and entered into this 28th day of February, 2014 (the "Effective Date"), by and between THE UNIVERSITY OF NORTH FLORIDA BOARD OF TRUSTEES, a public body corporate, for the benefit of the BROOKS COLLEGE OF HEALTH (University), and SCHOOL BOARD OF CLAY COUNTY FLORIDA (Organization).

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 an internship setting in accordance with the provisions 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. This Agreement shall be for a term of three (3) years, commencing on the date indicated above. Upon consent of both parties, the Agreement may be renewed for a period no longer than the term. Renewals shall be accomplished by a Letter of Agreement signed by both parties and shall be subject to the same terms and conditions set forth herein, unless expressly stated otherwise in the Letter of Agreement. Upon mutual written consent of the University and the Organization, revisions to the Agreement may be made effective either at the beginning of or during a contract year. 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.

B. University and Organization agree to continue their respective policies of nondiscrimination based on sex, age, race, color, creed, disability, sexual orientation, marital status, veteran status or national origin. Each party shall be responsible for their compliance with applicable state and federal laws, rules and regulations prohibiting discrimination.

C. University's Faculty and Students may use the various departments of the Organization for the internship experience. The number of Students and specific dates when the students of the University will be utilizing the various departments of the Organization 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. Organization and University shall be mutually responsible for internship assignment for Students taking part in the experience based upon the goals and objectives of the program.

D. The University will disclose information from a Student's educational record, as appropriate, to personnel at the Organization 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 and University Policy 5.0060P *Student Records - Accessing*. The Organization 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 person without the Student's prior written consent.

E. Organization shall reserve the right to request the University to withdraw any Student from its agencies whose conduct or work with clients or personnel is not in accordance with the policies and procedures of the Organization or is detrimental to clients or others. Organization 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 internship experience. Organization's coordinator shall be responsible for the immediate discipline of Students while on Organization's premises. The University, however, retains final authority with regard to disciplinary action of Students. Any termination of a Student will generally be executed only at the end of a specific internship

period, except for terminations for cause in accordance with Organization's rules, which may be immediate. Organization shall provide an orientation session/materials for Students and shall assure that all Students are made aware of those actions that may result in dismissal for cause. In the event of noncompliance with provision VI of this Agreement as well as the Participating Student's Individual Agreement in the form attached as Exhibit A, Organization, for its exclusive remedy, shall have the right to immediately remove the Student from the program.

F. Organization acknowledges: (a) that a Student's provision of services at the Organization's site will not displace Organization's employees or provide any immediate advantage to the Organization; (b) no participating Student will be entitled to employment by the Organization following the internship; and (c) this internship will be without compensation to the Student.

IV. SPECIFIC RESPONSIBILITIES OF THE UNIVERSITY

A. University shall designate a person or persons to coordinate and act as liaison with the appropriate Organization personnel, as set forth in the attached addenda and provide orientation to its educational program for the staff of the Organization.

B. Once the parties agree to the number of student participants and specific dates for the program the University shall provide the Organization with a list of Students participating in the learning experience at least ten (10) days before each program is to start.

C. University shall ensure that Students have the necessary didactic prerequisites to maximize the learning experience at the Organization.

D. 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 officers, employees, servants and agents while acting within the scope of their authorized powers and duties or their employment by the University. University, as a state entity, warrants and represents that it is self-funded for liability insurance, both public and property, with said protection being applicable to officers, employees, servants and agents while acting within the scope of their employment by the University. The University and the Organization 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. University agrees to communicate with the Organization's supervisor (preceptor or coordinator) and Student to assess Student's progress as necessary.

F. 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: (1) *students* participating in activities which are part of and a requirement of students' curriculum at the University, and (2) *faculty members* of the University solely with respect to claims arising out of the supervision/instruction of the insured students. University shall, upon request, submit certificates of insurance to Organization evidencing such insurance at the time of the execution of this Agreement, and at any renewals thereafter.

G. The University shall, at the student's expense, have a background check conducted on each student assigned to the Organization. The background check shall include, at a minimum, the following:

- (i) Social Security Number Verification;
- (ii) Criminal Search (7 years or up to 5 criminal searches);
- (iii) Violent Sexual Offender and Predator Registry Search;
- (iv) HHS/OIG (Health & Human Services Office of Inspector General) List of Excluded Individuals/Entities;

- (v) GSA (General Services Administration) List of Parties Excluded from Federal Programs;
- (vi) U.S. Treasury, Office of Foreign Assets Control (OFAC), List of Specially Designated Nationals (SDN);
- (vii) Applicable State Exclusion List, if one.

V. SPECIFIC RESPONSIBILITIES OF THE ORGANIZATION

It shall be the responsibility of the Organization to:

- A. Provide an appropriate orientation to Students concerning the facilities and the rules, policies and procedures of the Organization and other related material, such as scheduling information.
- B. Provide adequate educational facilities and services for Students in accordance with the objectives of the program; assist in the evaluation of Student's learning, performance and client care where appropriate.
- C. Retain ultimate responsibility for client care including when that care is rendered by a Student.
- D. Designate a supervisor (preceptor or coordinator) from its staff to act as the liaison with University in this Agreement.
- E. Provide, at the Student's expense, emergency care for injuries or acute illness while on duty in the Organization in accordance with the provision of emergency health care for employees of the Organization.
- F. Indemnify, defend and hold harmless The University of North Florida Board of Trustees, the Florida Board of Governors, the State of Florida, and their officers, agents, representatives and employees from and against any and all claims, liabilities, losses, lawsuits, judgments and expenses, including attorneys' fees and court costs up to and including any appeal, arising from any act or failure to act by the Organization or any of its employees which may occur during or arise out of the performance of this Agreement, whether foreseeable or unforeseeable. This provision shall continue beyond termination or expiration of this Agreement. Nothing contained herein shall serve to waive or expand the limits of sovereign immunity set forth in F.S. 768.28 as applied to the organization or to require indemnified for acts other than those of organization employees.
- G. Inform and brief Student concerning any safety or security issues at the internship location upon Student's arrival for internship.

VI. SPECIFIC RESPONSIBILITIES OF STUDENTS

It shall be the responsibility of the Student(s) assigned through this Agreement to:

- A. Comply with the policies and procedures of the Organization and University, state, local and federal regulations and applicable professional standards, as well as all licensing requirements.
- B. Provide the necessary and appropriate uniform while on duty in the Organization.
- C. Maintain the confidentiality of all records and information exchanged in the course of the program, including but not limited to, patient medical records where relevant. Such responsibilities are more fully set forth in Exhibit A, *Participating Student's Individual Agreement*, attached hereto.
- D. Assume personal and financial responsibility for any and all medical care and treatment sought at the Organization. If a Student is injured while in the Organization, he/she may seek emergency medical care and treatment, but may be charged for the services rendered. Neither Organization nor University provides accident/health insurance for Student participants.
- E. Arrange for all room, board and transportation requirements for the internship.

VII. MISCELLANEOUS

- A. Organization shall allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received in connection with this Agreement. Refusal by Organization to allow such public access shall be grounds for unilateral cancellation of this Agreement by University and for imposition of any remedy or penalty available under law.
- B. 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.
- C. Neither the Organization nor the University assumes any liabilities to each other, except as specifically stated in this Agreement. As to liability for damage or injuries or death to persons, or damage to property, the University and the Organization do not waive any defense as a result of entering into this Agreement unless such a waiver is expressly and clearly written into a part of this Agreement.
- D. This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all of the negotiations, understandings and representations (if any) made by and between such parties. None of the terms and provisions hereof may be amended, supplemented, waived or changed orally, but only in writing signed by each of the parties hereto.
- E. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. Venue for any legal proceeding concerning this Agreement shall be set in Green Cove Springs, Clay County.
- F. 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.
- G. This Agreement may not be assigned, in whole or in part, by either party without the prior written consent of the other party.
- H. Copies of this signed Agreement shall be placed on file at the University and the Organization.
- I. University and Organization shall designate a person (or persons) to coordinate and act as preceptor or liaison with the other party. The University shall provide one or more faculty who will be responsible for instruction of the Students while participation in the internship experience, and for evaluation of each Student. The faculty have the responsibility of selecting, planning, and evaluation the work of the Students and such selecting, planning and evaluation shall be accomplished in accordance and consistent with the policies and programs of the Organization.
- J. 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, to the respective liaison named below:

ORGANIZATION

Donna Wethington
Supervisor of Student Services
Clay County School District
23 South Green Street
Green Cove Springs, Florida 32043

Phone: 904-529-4995
Email: dlwethington@oneclay.net

UNIVERSITY

Dr. Catherine Christie, PhD, RD, LD/N, FADA
Associate Dean and Professor
Brooks College of Health
University of North Florida
1 UNF Drive
Jacksonville, Florida 32224-2673

Phone: 904-620-1202
Email: c.christie@unf.edu

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

SCHOOL BOARD OF CLAY COUNTY, FLORIDA

BY: _____ Date _____
Carol Studdard
Chairman

THE UNIVERSITY OF NORTH FLORIDA BOARD OF TRUSTEES

BY: _____ Date _____
Dr. Earle C. Traynham, Interim Provost and
Vice President for Academic Affairs

BY: _____ Date _____
Dr. Pamela S. Chally
Dean, Brooks College of Health

Exhibit A

Participating Student's Individual Agreement

As a student at the University of North Florida, desiring to gain knowledge through various practice experiences, I agree as follows:

A. Patient/Client/Consumer Confidentiality: During my tenure at the University of North Florida ("University"), I may participate in several practice experiences in various different organizations. This Agreement will govern my conduct in such practice experiences. I will protect patient/client/consumer confidential information in all cases. I understand that, before participating in a practice experience, I will receive a training briefing concerning the requirements of HIPAA. If I have any questions concerning my duties under HIPAA, I promise to inform either the Organization or the University of my questions. Before participating in a practice experience, I agree that I must fully understand my duties to maintain the privacy of patient/client/consumer information.

During the course of my practice experience, I may be required to discuss or write about private patient/client/consumer information. I understand that I will not discuss or write about private patient/client/consumer information outside of the Organization. And my practice experience related discussions and writings containing private patient/client/consumer information in the Organization will be in accordance with Organization's rules and policies.

If I discuss or write about a patient/client/consumer case with an instructor, preceptor, classmate, or any other person for educational purposes outside of the Organization, I will keep the client identity anonymous. This means that I will remove the following identifiers of the individual or of relatives, employers, or household members of the individual from any educational or academic writings or discussions I have outside of the Organization:

1. Names;
2. All geographic subdivisions smaller than a state, including street address, city, county, precinct, ZIP code, and their equivalent geo codes, except for the initial three digits of a ZIP code if, according to the current publicly available data from the Bureau of the Census:
 - The geographic unit formed by combining all the codes with the same three initial digits contains more than 20,000 people; and
 - The initial three digits of a ZIP code for all such geographic units containing 20,000 or fewer people is changed to 000.
3. All elements of dates (except year) for dates directly related to an individual, including birthdate, admission date, discharge date, date of death; and all ages over 89 and all elements of dates (including year) indicative of such age, except that such ages and elements may be aggregated into a single category of age 90 or older;
4. Telephone numbers;
5. Fax numbers;
6. Electronic mail addresses;
7. Social security numbers;
8. Medical record numbers;
9. Health plan beneficiary numbers;
10. Account numbers;
11. Certificate/license numbers;
12. Vehicle identifiers and serial numbers, including license plate numbers;
13. Device identifiers and serial numbers;
14. Web Universal Resource Locators (URLs);
15. Internet protocol (IP) address numbers;
16. Biometric identifiers, including finger and voice prints;
17. Full face photographic images and any comparable images; and
18. Any other unique or identifying number, characteristic, or code.

I also agree that I will not discuss or write about health information, even if stripped of the identifiers listed above, in a way that the information could be used alone or in combination with other information to identify an individual who is the subject of the information.

B. I agree to comply with all applicable policies, procedures, and rules of the Facility and the University and to demonstrate professional behavior appropriate to the environment of the Facility.

C. I will maintain health insurance or be responsible for my own medical expenses incurred during my practice experience assignment at the Facility.

D. I will make appropriate arrangements for transportation to and from the Facility's housing, if necessary, and I will assume any travel or living expenses incurred in relation to my practice experience at the Facility.

E. I agree to participate, as may be required, in any legal proceedings that may arise between the Facility and the University concerning the practice experience.

F. I understand and agree that I am not an agent, officer, or employee of either the University or the Facility.

G. This agreement shall be governed by, and enforced in accordance with, the laws of the State of Florida, and any legal proceedings concerning this Agreement will be brought in Clay County, Green Cove Springs, Florida.

Student signature

Print Student Name

Date