



**AFFILIATION AGREEMENT BETWEEN
UNIVERSITY OF CENTRAL FLORIDA
AND**

THIS AFFILIATION AGREEMENT, entered into and effective _____, is between the **UNIVERSITY OF CENTRAL FLORIDA**, on behalf of its Board of Trustees, hereinafter “University,” and _____, hereinafter “Facility.”

WHEREAS, Facility is located at _____, and provides clinical services;

WHEREAS, University provides an approved program of study in the field of _____ hereinafter “Program,” and desires its students in Program to obtain educational experiences by utilizing appropriate facilities and personnel of third parties;

WHEREAS, Facility has the appropriate facilities and personnel for Program’s students and has agreed to make such facilities and personnel available to University; and

WHEREAS, Facility and University desire to cooperate to establish and implement such a Program involving the students and personnel of University and the facilities and personnel of Facility.

NOW AND THEREFORE, in consideration of mutual promises herein, University and Facility agree that any Program established and implemented by Facility and University during the term of this Agreement shall be subject to the following terms and conditions:

1. RESPONSIBILITY OF FACILITY. Except for acts to be performed by University pursuant to the provisions of this Agreement, Facility shall furnish the premises, personnel, services and all other items necessary for the educational experience, and, in connection with such Program, Facility also shall:

- a). Comply with all applicable federal, state and local laws, ordinances, rules, and regulations.
- b). Endeavor to comply with all applicable requirements of any accreditation authority over Facility and University and certify such compliance upon request by University.
- c). Permit the authority responsible for accreditation of University’s curriculum to inspect the facilities, services and all other items provided by Facility for purposes of the educational experience upon reasonable notice.
- d). Designate a person to serve for Facility as liaison, hereinafter “Facility Liaison,” and provide University, in writing, the name and professional and academic credentials of the person proposed as Facility Liaison prior to the start of the educational experience(s).
- e). Provide the University’s students with an appropriate orientation of Facility’s policies and procedures.
- f). Provide the University’s students with learning opportunities under appropriate supervision.
- g). Retain ultimate responsibility for patient care.
- h). Provide, at University student’s expense, emergency care for injuries or acute illness while on duty at Facility.
- i). The Facility does not guarantee it will place or maintain placement of any Program student at Facility.

j). Notify University, in writing, of any student whose work or conduct with clients, patients or personnel is not, in the opinion of Facility in accordance with acceptable procedures or standards of performance or otherwise could disrupt patient care or Facility's operation. Facility may immediately remove from the premises any student who poses an immediate threat or danger to personnel or to the quality of medical services or for unprofessional behavior. In such event, said Program Participant's participation in the Program at Facility shall immediately cease, subject to being resumed only with the mutual agreement of Facility and University.

2. RESPONSIBILITIES OF UNIVERSITY. The University shall:

- a). Provide Facility, in writing, the names of the students assigned by University to participate in the Program prior to the beginning of the Program's educational experience(s).
- b). Assign only those students who have satisfactorily completed those portions of University curricula that are a prerequisite to Program participation.
- c). Designate a member of University faculty, hereinafter "University Representative," to coordinate the educational experience of students participating in the Program with the Facility Liaison, and provide Facility, in writing, the name of the University Representative.
- d). Upon receipt of Facility's written notice of a student or other Program Participant whose work or conduct with clients, patients or personnel is not in accordance with acceptable procedures or standards of performance or otherwise could disrupt patient care or Facility's operation, evaluate such student's conduct and take appropriate action. It is understood that, if Facility takes action under the provisions of Section 1.j., above, that Program Participant's participation in the Program at Facility shall immediately cease, subject to being resumed only with the mutual agreement of University and Facility.
- e.) The University does not guarantee it will place or maintain the placement of any Program student at Facility.
- f.) Require faculty and other University-employed Program Participants to execute and abide by the Confidentiality Statement attached hereto as Exhibit A.

3. RESPONSIBILITY OF STUDENTS. The University shall inform its students in the Program that they are required to:

- a). Comply with the policies and procedures of Facility, including the Facility's policies on confidentiality and disclosure of information;
- b). Comply with Florida and federal laws and regulations;
- c). Provide the necessary and appropriate uniform while on duty at Facility;
- d). Obtain prior written approval of both parties to this Agreement before publishing any material related to the learning experience provided under the terms of this Agreement.
- e). Maintain the confidentiality of all records or information exchanged in the course of the Program.
- f). Acknowledge and agree that neither the University nor the Facility guarantees to place or maintain placement of any Program student under this Agreement.
- g). Obtain and document, at the student's sole expense, such trustworthy and verifiable criminal background and/or health or other information as Facility requests or requires as a prerequisite to Facility's considering student for placement at Facility. Upon University's request, student shall also submit the above-referenced criminal and/or health or other information to the University.
- h). Execute and abide by the Confidentiality Statement attached hereto as Exhibit A.

4. NOTICES. All notices under this Agreement shall be in writing and delivered by personal delivery or United States, certified, return receipt requested, mail. Such notices shall be delivered to the following:

FACILITY LIAISON:

UNIVERSITY REPRESENTATIVE:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

5. INDEPENDENT CONTRACTOR. 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 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. Students shall participate in the Program hereunder for the sole consideration of obtaining an educational experience. No Program participant shall be considered an employee or volunteer of Facility by virtue of that Program participation.

6. INSURANCE. University shall procure and maintain, during the term of this Agreement and any renewal thereof, professional liability insurance for all student and other participants in the Program. Such professional liability insurance shall cover any and all liability for claims, damages, or injuries to persons whatsoever kind or nature arising out of the activities of such Program Participants carried out under this Agreement. Such professional liability insurance shall be on an occurrence basis in amounts no less than one million dollars/three million dollars (\$1,000,000.00/\$3,000,000.00) for personal injuries. Facility shall be an additional named insured under such professional liability policy or policies. University shall submit certificates of insurance to Facility evidencing such insurance at the time of the execution of this Agreement, and at any renewals thereafter. In the event University's students in the Program will not have patient contact, University shall not be required to procure and maintain any such policy or policies of liability insurance as described above.

7. ASSIGNMENTS. This Agreement may not be assigned to a third party without the prior written consent of the nonassigning party.

8. PERFORMANCE. A delay in or failure of performance of either party that is caused by occurrences beyond the control of either party shall not constitute a default hereunder, or give rise to any claim for damages.

9. TERM OF AGREEMENT. This Agreement shall remain in effect for an initial period ending three (3) years from the date set forth above. After such initial term, this Agreement may continue in effect under its original terms from year to year **only** by Letter of Agreement signed by both parties, unless either party desires to cancel such Agreement at any time. The terminating party shall give the other party sixty (60) days written notice of its intention to terminate this Agreement, with or without cause. If such notice is given, this Agreement shall terminate at the end of the sixty (60) days' notice; EXCEPT THAT the Program shall continue

as necessary on a limited basis for the purpose of permitting students actually participating in the Program at the time of termination to finish the Program at Facility.

10. APPLICABLE LAW. The validity, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Florida.

11. NONDISCRIMINATION. During this Agreement, neither party shall discriminate against any person on the basis of race, color, religion, gender, national or ethnic origin, disability or veteran or marital status.

12. ENTIRETY OF AGREEMENT. This Agreement contains the entire Agreement between the parties and supersedes all prior agreements and understandings, oral or written, with respect to the subject matter contained herein.

13. AMENDMENTS. All amendments to this Agreement shall be reduced to writing, executed by authorized representatives of Facility and University.

FACILITY NAME

**UNIVERSITY OF CENTRAL FLORIDA
On behalf of its Board of Trustees**

Signature: _____

Signature: _____ /

Printed Name: _____

Printed Name: Dr. John F. Schell

Title: _____

Title: Asst. Vice-Pres., Academic Affairs

Date: _____

LEGAL CONTENT APPROVED

University General Counsel's Office

EXHIBIT A

CONFIDENTIALITY STATEMENT

The undersigned hereby acknowledges his/her responsibility under applicable Federal law and regulations, including but not limited to regulations under the Health Insurance Portability and Accountability Act (“HIPAA”), to keep confidential any information regarding Facility patients, as well as all confidential information of Facility. The undersigned agrees, under penalty of law, not to reveal to any person or persons any specific information regarding any patient, except to authorized clinical staff and associated personnel of the Facility and, as necessary, to other Program Participants at that Facility who are supervising or assisting the undersigned in the provision of services at Facility. The undersigned further agrees not to reveal to any third party any confidential information of Facility, except as required by law or as authorized by Facility.

Dated this _____ day of _____, 20____.

Program Participant

Print Name: _____

Witness