

Florida Agricultural and Mechanical University College of Pharmacy and Pharmaceutical Sciences And

Affiliation Agreement

The participating agencies in this Agreement are the «AgencyName», «Address1», «City», «State» «PostalCode», hereinafter referred to as "Agency" or "Facility" and the **Florida Agricultural and Mechanical University, Tallahassee, Florida**, acting for and on behalf of the FAMU Board of Trustees and its successors, hereinafter referred to as the "College" or "University"), a public corporation of the State of Florida. This is a mutual Agreement between the Agency and the College that the Agency will accept students from the College for supervised learning experiences in accordance with the provisions set forth in this Agreement.

I. GENERAL PROVISIONS OF THE AGREEMENT

1. The education of the student shall be the primary purpose of the education program.
2. The faculty of the College and the Agency's Chief Executive Officer or his designee shall be responsible for selecting learning experiences for the students.
3. The educational program shall consist of experiences in selected learning situations in the Agency. The division and arrangements of time to include learning experiences shall be determined by the assigned student preceptor, and be based upon the needs of the students for specific learning experiences to meet the objectives of the rotation/internship program.
4. It is understood and agreed that the Agency is merely providing the facilities and supervision for instructional training and that in so doing, there is not created thereby any Agency relationship between the College, its employees, faculty and students, and the Agency. Further, nor is there any such Agency, employment, or other supervisor--subordinate relationship established between the Agency, its agents, and the students mentioned above, and the College, its agents or employees.
5. The College agrees to comply with the established policies and practices of Agency.

6. The College and the Agency will comply with Title VI of the Civil Rights Acts of 1964, Title IX of the Education Amendments of 1972, and Section 504 of the Rehabilitation Act of 1973, and related regulations. Assurance is given that neither will discriminate against any employee or applicant for employment or registration in the course of study due to race, color, creed, age, sex, marital status, national origin, or handicap.
7. The College, and its agents, students, faculty, representatives, and employees agree to keep strictly confidential and hold in trust all information relating to Agency business.
8. The Agency, while providing an environment for education and training, shall not be responsible or assume liability for any act of negligence by students or faculty who are involved in the training program.

II. THE COLLEGE'S RESPONSIBILITY

1. The College shall be responsible for selecting only those students who have successfully completed all prerequisite courses of previous educational experiences.
2. The College shall provide the Agency with current information about its curriculum and rotation/internship goals. The College will also provide all such standard forms necessary for the Agency's Performance Evaluation of the student.
3. In the event that the cancellation of a reserved space is necessary, the College will make every effort to notify the Agency of such cancellation or a change in the student assigned at least one week in advance of the scheduled beginning of the internship or rotation experience.
4. The College shall be responsible for maintaining individual records of instruction, evaluation of student competency, and health; and preparing guidelines for the internship or rotation experience, and securing the approval of the internship or rotation placement prior to the beginning of the internship or rotation experience.
5. The College warrants that students assigned to the Agency are covered under a blanket student professional liability policy. Upon request by the Agency, the College will provide proof of insurance. Coverage limits are \$1,000,000 per each medical incident with an aggregate of \$3,000,000.

6. The College accepts liability for its faculty and staff's action within the scope of their employment in a manner consistent with Section 768.28, Florida Statutes.
7. The University agrees not to use protected health information or disclose any confidential information concerning a patient of the Facility under this Agreement for any purpose not in conformity with the clinical placement terms of the Agreement, Facility Policies and Procedures, State Regulations, Federal Regulations (the Health Insurance Portability and Accountability Act {HIPAA} and the privacy regulations in 45 CFR Parts 160 and 164); Confidentiality of Alcohol and Drug Abuse Patient Records: 42 CFR Part 2), or required by law, except upon written consent of the patient. The University agrees to use appropriate safeguards for the privacy and security of protected information in accordance with Facility policy and procedure and to notify the Facility of any breaches of disclosure for appropriate remedial action. The Facility may immediately terminate this Agreement if it determines that the University and its students have violated a material term of this HIPAA confidentiality provision.

III. THE AGENCY'S RESPONSIBILITY

1. The Agency will make available to faculty and students a professional atmosphere for planned learning experiences in the Agency.
2. The Agency will include the faculty of the College in Agency staff meetings via written and/or phone communication when policies to be discussed will affect or are related to either the rotation or internship instructions for the students.
3. Medical coverage is the responsibility of the student. Emergency health care will be provided by the Agency, if possible. All services rendered are the responsibility of the individual student.

IV. REQUEST FOR WITHDRAWAL OF A STUDENT

The Agency may direct the College to immediately withdraw any student from its facilities whose conduct or work with clients or personnel is not, in the opinion of the Chief Executive Officer or his designee, in accordance with acceptable standards of performance in client abuse, breach in confidentiality, or sexual harassment. Requests for the withdrawal of a student must be in writing and must contain a statement of facts describing the student's conduct deemed to be offensive. The College may, at any time, withdraw a student whose progress, conduct, or work does not meet the College's standards for continuation in the program. The College may, in addition, immediately withdraw a student from the Agency when, in its judgement, the internship or rotation experience does not meet the student's needs.

V. DISCONTINUANCE OF AGREEMENT

If either party to this Agreement wishes to terminate this Agreement, it is understood that at least sixty (60) days written notice shall be given by either participating Agency. Should such notice be executed, students under this assigned practice will be allowed to complete their assignment without interruption unless another mutually agreeable time is made.

VI. MODIFICATION OF AGREEMENT

Modification of this Agreement shall be made by mutual consent of both parties. A memorandum noting the modification shall be attached to this Agreement and shall include the date and signature of parties agreeing to it.

VII. TERM OF THE AGREEMENT

This Agreement shall be in effect as of the date signed by both parties and will continue for a period of ____ years or until terminated by either party as provided in paragraph V above.

This Agreement may be reviewed and/or revised as needed as provided in paragraph VI above.

FLORIDA AGRICULTURAL AND MECHANICAL UNIVERSITY

James Ammons, Ph.D.
President, Florida A&M University

Date

Henry Lewis III, Pharm.D.
Dean, College of Pharmacy
And Pharmaceutical Sciences

Date

Jim Jacoby
Risk Management and Insurance

Date

APPROVED AS TO FORM, BUT LEGALITY
SUBJECT TO EXECUTION BY ALL PARTIES.
OFFICE OF THE GENERAL COUNSEL.

BY: _____
Shira R. Thomas
Associate General Counsel

Date

«Company»

«Signatory1»
«Title1»

Date

«Signatory2»
«Title2»

Date

