

**Florida Agricultural and Mechanical University
College of Pharmacy and Pharmaceutical Sciences
and
<<Hospital Name>>
City, State**

Affiliation Agreement

The participating agencies in this Agreement are the <<Hospital Name>>, <<Address1>>, <<City>>, <<State>> <<Postal Code>> hereinafter referred to as the "Hospital" or "Facility" and the **Florida Agricultural and Mechanical University**, Tallahassee, Florida, acting for and on behalf of the FAMU Board of Trustees and its assigns or successors, hereinafter referred to as the "College" or "University", a public corporation of the State of Florida. This is a mutual Agreement between the Hospital and the College, that the Hospital will accept students from the Division of Pharmacy Practice of the College for supervised learning experiences in the care of patients 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 Hospital's Pharmacy personnel shall be responsible for selecting learning experiences for the students.
3. The educational program shall consist of clinical practice and experience in selected learning situations in the Hospital. The division and arrangements of time to include the didactic and clinical learning experiences shall be determined by the clinical supervisor, and be based upon the needs of the students for specific learning experiences to meet the objectives of the program.
4. It is understood and agreed that the Hospital is merely providing the facilities and clinical 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 Hospital. Further, nor is there any such agency, employment, or other supervisor--subordinate relationship established between the Hospital, its agents, and the students mentioned above, and the College, its agents or employees.
5. The College agrees to comply and require its students to comply with the established policies and practices of the Hospital.

6. The College and the Hospital 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 whether relating to patients and/or Hospital business.
8. The Hospital, while providing a clinical environment for education and training, shall not be responsible or assume liability for any act of negligence for students or faculty who are involved in the clinical 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 clinical educational experiences.
2. The College shall provide the Hospital with current information about its curriculum and clinical educational goals. The College will also provide all such standard forms necessary for the Hospital'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 Hospital of such cancellation or a change in the student assigned at least one month in advance of the scheduled beginning of the internship.
4. The College shall be responsible for maintaining individual records of didactic and clinical instruction, evaluation of student competency, and health; and preparing a clinical rotation plan for services to be used for experience, and securing the approval of the plan from the Manager of the Pharmacy Department prior to the beginning of the Hospital experience.
5. The College warrants that students assigned to the Hospital are covered under a blanket student professional liability policy. Upon request by the Hospital, 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 actions or omissions 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 HOSPITAL'S RESPONSIBILITY

1. The Hospital will make available to faculty and students Hospital facilities and clinical services for planned learning experiences in pharmacy.
2. The Hospital will include the faculty of the College in Hospital staff meetings via written and/or phone communication when policies to be discussed will affect or are related to either the didactic or clinical instructions of the pharmacy students.
3. Medical coverage is the responsibility of the student. Emergency first aid health care will be provided by the Hospital, if possible. All services rendered are the responsibility of the individual student.
4. The Hospital will maintain responsibility for patient care while the student is in the clinical setting in accordance with J.C.A.H.O. standards for the clinical area.

IV. REQUEST FOR WITHDRAWAL OF A STUDENT

The Hospital may direct the College to immediately withdraw any student from its facilities whose conduct or work with patients or personnel is not, in the opinion of the Director of Pharmacy or his designee, in accordance with acceptable standards of performance, including but not limited to patient care, confidentiality, sexual harassment, or for any other performance deficiency as determined by the Hospital in its sole discretion. 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 deficient. 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 Hospital when, in its judgement, the clinical 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 the 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.

And Pharmaceutical Sciences

Jim Jacoby
Risk Management and Insurance

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

BY: _____
Shira R. Thomas
Associate General Counsel

Signatory 2