AFFILIATION AGREEMENT

This Agreement is made between Florida A&M University (FAMU), acting for and on behalf of the FAMU Board of Trustees hereinafter referred to as “Sponsor”, and Lee Memorial Health System, a special purpose unit local government created by a special act of the Florida Legislature. hereinafter referred to as the “Internship Site”, as follows:

1. **Recitals.**
   This Agreement provides the terms under which the Internship Site will provide on-site educational experiences for the Sponsor’s students who are required to complete such affiliation for the award of a degree and/or completion of a specific academic course. The Sponsor makes no agreement to provide any specified number of students to this program at the Internship Site, and the Internship Site makes no agreement to accept a specified number of students from the Sponsor.

2. **Sponsor’s Responsibilities.**
   a. The Sponsor shall place students at the Internship Site to obtain on-site educational experiences. Only those students who have a satisfactory academic record and have met the minimum requirements established by Sponsor shall be placed in the internship program at the Internship Site.
   b. The Sponsor shall provide copies of current program course requirements, course objectives, selected course outlines, program policies, evaluation forms, and other related materials to the Internship Site.
   c. The Sponsor shall advise students of their responsibilities regarding participation in the internship program at the Internship Site, including professional conduct and compliance with Internship Site’s policies and procedures, standards of conduct and rules set by the Internship Site. Said policies and procedures, standards of conduct and rules are subject to amendment.
   d. The sponsor will acquire or cause the students to acquire their own comprehensive general and professional liability insurance in minimum amounts of $1,000,000 per occurrence/ $3,000,000 per aggregate limit per policy period. Proof of general and professional liability insurance in the
amounts listed above shall be provided to the Internship site prior to commencing the internship. Sponsor will also maintain workers' Compensation Insurance, when required by law, with limits as required by law.

e. The Sponsor shall advise students of the fact that all information concerning patients/clients is confidential and is not to be released to any person without approval from the Director of the Internship Site. The Sponsor shall further advise students that they (students) may not use or disclose protected health information as defined under 45 CFR part 160 and part 164. Standards for privacy of individually identifiable health information, Final Rule, August 14, 2002 (hereinafter "Privacy Rule"); other than as permitted or required by the Privacy Rule.

f. Students of the Sponsor shall be considered students and shall not be deemed to be employees of either party for purposes of compensation, fringe benefits, worker's compensation, unemployment compensation, minimum wage laws, income tax withholding, social security or any other purpose, because of their participation in the educational program. Each student is placed with the Internship Site to receive clinical experience as a part of his or her academic curriculum; those duties performed by a student are not performed as an employee, but in fulfillment of these academic requirements and are performed under supervision.

g. Sponsor will provide evidence that the students are in compliance with pre-placement health screens prior to placing student. Students will not be permitted to begin internship until this process is completed and approved by LMHS employee health nurse.

h. Sponsor shall evaluate its student's conduct upon receipt of Internships Site's written notice of a student whose work or conduct with clients, patients, or personnel is not in accordance with acceptable procedures or standards of performance to otherwise would disrupt operations at Internship site. Sponsor will remove such student from the Internship Site except as the parties otherwise agree in writing.
3. **Internship Site Responsibilities.**
   a. The Internship Site shall provide an internship program that meets the standards of the Sponsor.
   b. The Internship Site shall permit the Sponsor to review the internship program.
   c. The Internship Site shall provide qualified supervision of the students in the internship program.
   d. The Internship Site shall keep the Sponsor informed with regard to the level of performance of the student, and notify the Sponsor if the student is not making satisfactory progress. The Sponsor will provide evaluation forms to the Internship Site. The Internship Site has no obligation to work with students who are initially considered to be, or are later found to be unsuited to the Internship Site.
   e. The Internship Site shall provide the students with appropriate orientation to the Internship Site's policies and procedures.
   f. The Internship Site shall retain ultimate responsibility for the delivery and quality of patient care.
   g. The Internship Site agrees, during the term of this Agreement, to maintain at its own expense, a risk management program providing professional liability coverage for the System, under the provisions and limitations of the Florida Waiver of Sovereign Immunity Act, section 768.28 Florida Statutes.

4. **Discrimination.**
   The parties hereto agree and acknowledge that no student will be unlawfully discriminated against on account of race, creed, color, national origin, sex, age, or disability.

5. **Internship Program Students.**
   The parties hereto agree and acknowledge that this Agreement does not limit the Internship Site from accepting students from other programs. All parties to this affiliation, including student, understand and acknowledge that student shall not be covered under Internship Site's health insurance plan.
6. **Unsatisfactory Student Performance.**
   a. Either the Sponsor or the Internship Site may drop a student enrolled in the internship program if, in the opinion of either party, the student's performance in the internship program is unsatisfactory; and
   b. Any student who does not satisfactorily complete the program or any portion thereof may repeat the course at the Internship Site with the written approval of both the Internship Site and the Sponsor.

7. **Entire Agreement.**
   This instrument contains the entire agreement between the parties and may be amended only upon the mutual written consent of the parties. Waiver of any term of this Agreement shall not constitute a continuing waiver of that term, nor a waiver of the Agreement as a whole, or any other term.

8. **Severability.**
   If any provision of this Agreement or the application thereof to any person or circumstance is found to be illegal, invalid or void by a court of competent jurisdiction under any applicable law, it shall be severable, the remaining provisions of this Agreement shall not be impaired, and the Agreement shall be interpreted as far as possible so as to give effect to its stated purpose.

9. **Headings.**
   The headings used in this Agreement are inserted for ease of reference only.

10. **Governing Law.**
    This Agreement shall be governed by, construed and interpreted in accordance with the laws of the state of Florida.

11. **Successors and Assigns.**
    This Agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns, legal representatives, and subcontractors.

12. **Independent Contractors.**
The parties hereto, in the performance of this Agreement, are acting in their individual capacities and not as agents, partners, joint ventures, or associates of one another. The employees of one party shall not be deemed or construed to be the employers or agents of the other party for any purpose whatsoever.

13. **Effective Date: Term.**
This Agreement shall be effective on the date when it has been fully executed by both parties and shall continue thereafter for a three-year period unless terminated, at the end of any internship program, on written notice by either party to the other; provided, however, that students enrolled in the internship program at the time of termination shall continue to complete the internship program.

14. **Counterparts.**
This Agreement shall be executed in two (2) counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, each of the parties has duly executed this Agreement on the date below written.

**Internship Site:**
Lee Memorial Health System
By: [Signature]
Title: Joe/Cecil Chief H.R. Officer
Date: 7/6/08

**Sponsor:**
Florida A&M University
By: [Signature]
Title: Henry Lewis, III
Date: 5/23/08
James Ammons, Ph.D.
President, Florida A&M University

Jim Jacoby
Risk Management and Insurance

6/17/08
Date

6/4/08
Date

Shira R. Thomas
Associate General Counsel