AMENDMENT No. 1
To
SCHOOL AFFILIATION AGREEMENT

This Amendment No.1 (“Amendment”) is entered into by and between the University of West Florida, for and on behalf of the University of West Florida Board of Trustees (“School”) and Baptist Hospital, Inc. (“Hospital”). The effective date of this Amendment (“Amendment No. 1 Effective Date”) shall be the date fully executed by the parties.

BACKGROUND

WHEREAS, School and Hospital entered into a School Affiliation Agreement effective as of April 18, 2006 (“Agreement”); and

WHEREAS, the parties desire to amend the terms of the Agreement as set forth in this Amendment.

NOW THEREFORE, in consideration of the mutual agreements and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, it is mutually agreed and covenanted by and between the parties to this Amendment, as follows:

I. The Parties hereby agree that Section 1(c) of the Agreement is now amended to now provide:

(c) Insurance:

(I) School shall, at School’s own expense, carry and maintain professional liability/malpractice insurance in amounts not less than $1,000,000 per occurrence and $3,000,000 in aggregate.

(II) With respect to this paragraph, required coverage shall provide primary, first dollar insurance for the acts of the school, its officers, employees, agents and students without regard to other insurance which Baptist Hospital may have and without regard to Baptist Hospital’s self insured retention.

(III) School shall at its own expense, carry, maintain and provide workers’ compensation insurance and unemployment insurance for any and all Service personnel assigned to Hospital.

(IV) For all insurance required by this paragraph, School shall require that the insurance carrier notify Hospital at least thirty (30) days in advance of any cancellation or modification of such insurance policy. School shall provide to hospital, upon request, certificates and policies of insurance evidencing the above coverage and renewals thereof.
II. The Parties hereby agree to delete Section 6 of the Agreement in its entirety and replace it with the following:

6. Assumption of Risk

Each party hereby assumes any and all risk of personal injury and property damage attributable to the willful or negligent acts or omissions of that party and the officers, employees, and agents thereof. The School and the Hospital 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; (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes. For purposes of this Section, School, its students and employees shall not be construed as officers, employees, or agents of Hospital.

IN WITNESS WHEREOF, School and Hospital have executed this Amendment No.1 as of the dates set forth below by their duly authorized representatives.

Baptist Hospital, Inc.
By: __________________________
Name: Mark Faulkner
Title: Administrator
Date: 6/14/07

University of West Florida
By: __________________________
Name: Dr. Sandra M. Flake
Title: Provost
Date: 3/8/07

Approved As To Form And Legality:

[Signature]
UWF Attorney
3/6/07