BAPTIST HOSPITAL, INC. SCHOOL AFFILIATION AGREEMENT

This Agreement is made and entered into as of this day of __________, 2007, by and between the University of West Florida, for and on behalf of the University of West Florida Board of Trustees ("School") and BAPTIST HEALTHCARE, CORP. ("Hospital").

WITNESSED:

WHEREAS, School offers to enrolled students a degree program in the field of Health, Leisure, and Exercise Science; and

WHEREAS, Hospital manages a comprehensive acute care medical-surgical facility; and

WHEREAS, School desires to provide to its students a clinical learning experience through the application of knowledge and clinical skills in actual patient-centered situations in a health care facility; and

WHEREAS, Hospital has agreed to make its facility available to School for such purposes.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. Responsibilities of School

   (a) Clinical Program: School shall be responsible for the implementation and operation of the clinical component of its program at Hospital ("Program"), which Program shall be approved in advance by Hospital. Such responsibilities shall include, but not be limited to, the following:

      (I) orientation of students to the clinical experience at Hospital;

      (II) general hospital orientation and when necessary patient care orientation prior to the students and instructors clinical experience beginning;

      (III) provision of classroom theory and practical instruction to students prior to their clinical assignments at Hospital

      (IV) preparation of student/patient assignments and rotation plans for each student and coordination of same with Hospital;

      (V) continuing oral and written communication with Hospital regarding student performance and evaluation, absences, and assignments of students, and other pertinent information;

      (VI) supervision of students and their performance at Hospital;

      (VII) participation with the students, In Hospital’s Quality Assurance and related programs;

      (VIII) performance of such other duties as may from time to time be agreed to between School and Hospital.
(IX) School shall provide adequate documentation attesting to competency of each instructor.

All students, faculty, employees, agents, and representatives of School participating in the Program at Hospital (the “Program Participants”) shall be accountable to the Hospital’s Department.

(b) Student Statements: School shall require each Program Participant to sign a Statement of Responsibility in the form attached hereto as Exhibit A and a Statement of Confidentiality in the form attached hereto as Exhibit B.

(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.

(d) Health of Participants: School and/or the Program Participant shall be responsible for arranging for the Program Participant’s medical care and/or treatment if necessary, including transportation, in case of illness or injury while participating in the Program at Hospital. School shall verify that the student and / or faculty are free of communicable diseases (i.e. skin test and up-to-date vaccines.) In no event shall hospital be financially or otherwise responsible for said medical care and treatment.

(e) Dress Code: Breaks: School shall require the students to dress in accordance with dress and personal appearance standards approved by School. Such standards shall be in accordance with Hospital’s standards regarding same. All students shall remain on the Hospital premises for breaks, including meals. Program Participants shall pay for their own meals at Hospital.

(f) General Standards: All faculty provided by School shall be duly licensed, certified, or otherwise qualified to participate in the Program at Hospital. School shall have a specially designated staff for the performance of the services specified herein. School and all Program Participants shall perform their duties and services hereunder in accordance with all relevant local, state and federal laws, JCAHO (Joint Commission on Accreditation of Healthcare Organizations) standards and guidelines of all
applicable accrediting bodies and the Bylaws, rules, regulations, and policies of Hospital, and any rules and regulations of School as may be in effect during the term of this Agreement. Neither School nor any Program participant shall interfere with or adversely affect the operation of Hospital or the performance of services therein. School shall assign to Hospital students who have completed sufficient classroom and other course work to allow students meaningful participation in a clinical experience and so that the students can participate in the Program without disruption to patient care or any other Hospital operations.

(g) **School Status** School represents and warrants to Hospital that the School and its students providing services hereunder:

(1) are not currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. Section 1320a-7(b)(f) (the “Federal health care programs”);

(II) are not convicted of a criminal offense related to the provision of health care items or services but has not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal health care programs, and

(III) are not under investigation or otherwise aware of any circumstances which may result in the School being excluded from participation in the Federal health care programs. This shall be an ongoing representation and warranty during the term of this Agreement and the School shall immediately notify Hospital of any change in status of the representation and warranty set forth in this section. Any breach of this Section, shall give Hospital the right to immediately terminate this Agreement for cause.

(h) **Background Checks/10 Panel Urine Drug Screen** School represents that each student assigned to the Program and each member of the staff/faculty who is responsible for supervision and/or instruction of students in the Hospital will have undergone a 10 Panel Urine Drug Screen and a background check prior to participating in Hospital clinical programs. The background check will include, at a minimum, the following:

(I) Social Security number verification;

(II) Multi-county, statewide felony/misdemeanor criminal record search for all cities/States of last five years of residency;

(III) HHS/OIG list of excluded individuals/entities - GSA list of parties excluded from federal programs;

Should the background check or 10 Panel Drug Screen disclose adverse information as to any student and/or member of the staff/faculty, School shall immediately remove said student and/or member of the staff/faculty from the Hospital rotation upon hospital’s request.

2. **Responsibilities of Hospital**

(a) Hospital shall accept the students assigned to the Program by School and reasonably cooperate in the orientation of all Program Participants to Hospital. Hospital shall provide reasonable opportunities for such students who shall be supervised by School and Hospital, to observe and assist in various aspects of patient care to the extent permitted by applicable law and without disruption of patient care.
care or Hospital operations, as determined by Hospital in its sole discretion. Hospital shall coordinate School’s rotation and assignment schedule with its own schedule and those of other educational institutions. Hospital shall at all time retain ultimate control of the Hospital and responsibility for patient care.

(b) Upon the request of School, Hospital shall assist School in the evaluation of each Program Participant’s performance in the Program. However, School shall at all times remain solely responsible for the evaluation and grading of Program Participants.

3. Withdrawal of Program Participant

Hospital may request School to withdraw or dismiss a student and/or facility of other Program Participant from the Program at Hospital when his/her clinical performance is unsatisfactory to Hospital or his/her behavior in Hospital’s discretion is disruptive or detrimental to Hospital and/or its patients. In such event, said Program Participant’s participation in the Program shall immediately cease. It is understood that only the School can dismiss the Program Participant from the Program.

4. Independent Contractor; No Other Beneficiaries

The parties hereby acknowledge that they are independent contractors and neither the School nor any of its agents, representatives, students or employees shall be considered agents, representatives, or employees of Hospital. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto. School shall be liable for its own debts, obligations, acts, and omissions, including the payment of all required withholding, social security and other taxes or benefits. No Program Participant shall look to Hospital for any salaries, insurance, or other benefits. No student or other third person is entitled to, and shall not receive any rights under this Agreement.

5. Confidentiality

School and its agents, students, faculty, representatives and employees agree to keep strictly confidential and hold in trust all confidential information of Hospital and its operations and/or its patients and not disclose or reveal any confidential information to any third party without the express prior written consent of Hospital. School shall not disclose the terms of this Agreement to any person who is not a party to this Agreement except as required by law or as authorized by Hospital. Unauthorized disclosure of confidential information or of the terms of this Agreement shall be a material breach of this Agreement and shall provide Hospital with the option of pursuing remedies for breach or, notwithstanding any other provision of this Agreement, immediately terminating this Agreement upon written notice to School.

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.

SCHOOL AFFILIATION AGREEMENT
7. Records

Any records that are generated as part of the students’ participation in the Program at the Hospital as it relates to patient care shall be the property of Hospital. School and its students agree to keep and maintain any and all medical records as may be required by federal, state, or local law and regulations including JCAHO and Hospital policies and procedures. School agrees that in no event shall its Program Participants, students, supervisors, employees, or agents remove or cause to be removed any original or copied Protected Health Information (as defined in the Health Insurance Portability and Accountability Act of 1996) from the physical premises of the Hospital. School agrees that removing or causing the removal of Protected Health Information, whether in original, electronic or copied form, will constitute ground for immediate dismissal of the involved Program Participant, student, supervisor, employee, or agent from the Program.

8. Term: Termination

(a) The initial term of this Agreement shall commence upon the full execution of this agreement and continue until May 30, 2008. At the end of said initial term, unless otherwise terminated as provided herein, this Agreement may be renewed for one-year successive terms upon mutual agreement of the parties.

(b) Except as otherwise provided herein, either part may terminate this Agreement at any time upon at least sixty (60) days written notice, provided that all students currently enrolled in the Program at Hospital and in compliance with all terms of this Agreement at the time of notice of termination shall be given the opportunity to complete their clinical Program at Hospital, such completion not to exceed twelve (12) months.

9. Entire Agreement

This Agreement and its accompanying Exhibits set forth the entire Agreement with respect to the subject matter hereof and supersedes any prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement shall not be modified or amended except by mutual written agreement. All continuing covenants, duties, and obligations shall survive the expiration or termination of this Agreement.

10. Severability

If any provisions of this Agreement are held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

11. Captions

The caption headings contained herein are used solely for convenience and shall not be deemed to limit or define the provisions of this Agreement.

SCHOOL AFFILIATION AGREEMENT
12. **No Waiver**

Any failure of a party to enforce that party’s rights under any provision of this Agreement shall not be construed or act as a waiver of said party’s subsequent right to enforce any of the provisions contained herein.

13. **Governing Law**

This Agreement shall be governed and construed in accordance with the laws of the State of Florida.

14. **Assignment, Binding Effect**

Neither party may assign or transfer any of its rights, duties, or obligations under this Agreement in whole or in part, without the prior written consent of the other party. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

15. **Notices**

All notices, requests, demands, or other communications hereunder shall be in writing, delivered personally, by registered or certified mail, return receipt requested, or by overnight mail by a reputable overnight carrier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

**If to Hospital:**  
BAPTIST HOSPITAL, INC  
1000 West Moreno St  
Pensacola, FL 32501  
Diane Wilbanks  
Attention: Chief Executive Officer

**If to School:**  
The University of West Florida  
11000 University Parkway  
Pensacola, FL 32514-5750  
Attention: Chair, Nursing Department

or to such other persons or places as either party may from time to time designate by written notice to the other.

16. **HIPAA Requirements**

To the extent applicable, the parties agree to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 132d ("HIPAA") and any current and future regulations promulgated thereunder, including, without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 ("Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 ("Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements". The parties agree not to use or further disclose any Protected Health information (as defined in 45 C.F.R. Section 164.501) or individually identifiable Health Information (as defined in 42 U.S.C. Section 1320d), other than as permitted by the HIPAA Requirements and the terms of this

SCHOOL AFFILIATION AGREEMENT
Agreement. In addition, the parties agree to comply with any applicable state laws and regulations that govern or pertain to the confidentiality, privacy, security of, and electronic and transaction code sets pertaining to, information related to patients.

The School shall direct its students to comply with the policies and procedures of Hospital, including those governing the use and disclosure of individually identifiable health information under federal law, specifically 45 C.F.R. parts 160 and 164. Solely for the purpose of defining the students’ role in relation to the use and disclosure of Hospital’s protected health information, the students are defined as members of the Hospital’s workforce, as that term is defined by 45 C.F.R. 160.103, when engaged in activities pursuant to this Agreement. However, the students are not and shall not be considered to be employees of Hospital.

17. Civil Rights

Each party agrees to comply with Title VI of the Civil Rights of 1964 and all requirements imposed by or pursuant to the regulation of the Department of Health and Human Services (45 C.F.R. Part 80, as amended from time to time) issues pursuant to that Title, to the end that, no person in the United States shall on the ground of race, color, or natural origin, be excluded from participation, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which federal funds are used in support of the respective party’s activities.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date hereinabove written.

SCHOOL:
By: [Signature]
Print Name: Dr. Sandra M. Flake
Title: Provost

HOSPITAL: [Baptist Hospital, Inc.]
By: [Signature]
Print Name: Mark Faulkner
Title: Administrator

Approved As To Form And Legality:
[Signature]
UWF Attorney
3/6/07

SCHOOL AFFILIATION AGREEMENT
EXHIBIT A

STATEMENT OF RESPONSIBILITY

For and in consideration of the benefit provided the undersigned in the form or experience in evaluation and treatment of patients of Baptist Healthcare Corp., ("Hospital"), the undersigned, and his/her heirs, successors, and/or assigns does hereby covenant and agree to be solely responsible for any injury or loss sustained by the undersigned while participating in the Program operated by The University of West Florida School Program at Hospital unless such injury or loss arises solely out of Hospital's gross negligence or willful misconduct.

Dated this ______ day of ________________________, 2007

__________________________

Program Participant

WITNESS:

__________________________

Print Name:________________
EXHIBIT B

CONFIDENTIALITY STATEMENT

The undersigned hereby acknowledges his/her responsibility under applicable federal and state laws and regulations and the Agreement between The University of West Florida ("School") and Baptist Healthcare, Corp. ("Hospital") to keep confidential information of Hospital. The undersigned agrees, under the penalty of law, not to reveal to any person or persons except authorized clinical staff and associated personnel any specific information regarding any patient, and further agrees not to reveal to any third party any confidential information of Hospital.

Dated this ___ day of __________________, 20___

____________________________________
Program Participant

WITNESS:
____________________________________

Print Name: _________________________

SCHOOL AFFILIATION AGREEMENT