AFFILIATION AGREEMENT

I. PARTICIPATING ENTITIES

THIS AFFILIATION AGREEMENT is made and entered into this 27 day of September, 2007 ("Agreement"), by and between THE UNIVERSITY OF WEST FLORIDA BOARD OF TRUSTEES, a public body Corporate, for the benefit of the PROGRAM OF NURSING ("University"), and COVENANT HOSPICE, Inc. ("Organization").

II. PURPOSE OF AGREEMENT

It is mutually agreed that the purpose of this Agreement is to provide a comprehensive learning experience for participating students from the University ("Students") within an internship setting in accordance with the provisions set forth in this Agreement and any attached addenda. Therefore, in consideration of the mutual promises contained herein, the parties agree as set forth in this Agreement.

III. GENERAL PROVISIONS OF AGREEMENT

A. This Agreement shall be for a period of three (3) years, commencing on the date indicated above. Upon mutual written consent of the University and the Organization, revisions to the Agreement may be made effective either at the beginning of or during a contract year. Either party shall have the absolute right to terminate this Agreement with or without cause upon thirty (30) days prior written notice to the other party. However, any termination or expiration of this Agreement shall be effective only at the end of a specific academic period, or upon full completion of the program curriculum for participating Students.

B. University and Organization agree to continue their respective policies of nondiscrimination based on sex, age, race, color, creed, disability, veteran's status or national origin. Each party shall be responsible for their compliance with applicable state and federal laws, rules and regulations prohibiting discrimination.

C. University's Faculty and Students may use the various departments of the Organization for the internship experience. The number of Students and specific dates when the students of the University will be utilizing the various departments of the Organization will be established and agreed upon by both parties in advance of the specific session. Both staffs will work together to maintain an environment that provides quality student learning within the curriculum plan of the designated program. Organization and University shall be mutually responsible for internship assignment for Students taking part in the experience based upon the goals and objectives of the program. University and Organization agree that unaccompanied home visits to clients of the Organization shall be made only by participating students holding current Florida Registered Nurse licenses.

D. The University may disclose information from a Student's educational record, as appropriate, to personnel at the Organization who have a legitimate need to know in accordance with the Family Educational Rights and Privacy Act of 1974, as amended, and Section 1002.22 , Florida Statutes. The Organization hereby agrees that its personnel will use such information only in furtherance of the clinical education program for the Student, and that the information will not be disclosed to any other party without the Student's prior written consent.

E. Organization reserves the right to request the University to withdraw any Student from its agencies whose conduct or work with clients or personnel is not in accordance with the policies and procedures of the Organization or is detrimental to clients or others. In such event, the Student's participation in the program at the Organization shall immediately cease. It is understood that only the University can dismiss a Student from the program. Organization will advise the University at the earliest possible time of any deficit noted in a Student's ability to progress toward achievement of the stated objectives of the internship experience. Organization shall provide an orientation session/materials for Students and shall assure that all Students are made aware of those actions that may result in dismissal for cause.
IV. SPECIFIC RESPONSIBILITIES OF THE UNIVERSITY

A. University shall designate a person or persons to coordinate and act as liaison with the appropriate Organization personnel, as set forth in the attached addenda and provide orientation to its educational program for the staff of the Organization.

B. University shall provide the Organization with a list of Students participating in the learning experience at least ten (10) days before each program is to start.

C. University shall ensure that Students have the necessary didactic prerequisites to maximize the learning experience at the Organization.

D. The University assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of the University and its officers, employees, servants and agents while acting within the scope of their employment. University warrants and represents that it is self-funded for liability insurance, with said protection being applicable to officers, employees, servants and agents while acting within the scope of their employment by the University. The University and the Organization 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; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.

E. University agrees to communicate with the Organization’s supervisor (preceptor or coordinator) and Student to assess Student's progress as necessary.

F. University shall obtain and maintain occurrence type professional liability insurance in the amount of One Million Dollars ($1,000,000) per medical incident/Three Million Dollars ($3,000,000) total liability under the policy (aggregate of all claims), such insurance providing coverage to: (1) students participating in activities which are part of and a requirement of students’ curriculum at the University, and (2) faculty members of the University solely with respect to claims arising out of the supervision/instruction of the insured students. University shall, upon request, submit certificates of insurance to Organization evidencing such insurance at the time of the execution of this Agreement, and at any renewals thereafter.

G. University shall require, as part of program participation, Student’s compliance with the policies and procedures of the Organization, University, state, local and federal regulations and applicable professional standards, as well as all licensing requirements.

H. University shall advise all program participants of the necessary and appropriate uniform to be worn while on duty in the Organization.

I. University shall require each Student to execute a Statement of Responsibility, in the form attached hereto as Exhibit “A”, and a Statement of Confidentiality and Security, in the form attached hereto as Exhibit “B”.

J. University shall advise all Students of any room, board, or transportation requirements related to the program.

V. SPECIFIC RESPONSIBILITIES OF THE ORGANIZATION

It shall be the responsibility of the Organization to:

A. Provide an appropriate orientation to Students concerning the facilities and the rules, policies and procedures of the Organization and other related material, such as scheduling information.

B. Provide adequate educational facilities and services for Students in accordance with the objectives of the program; assist in the evaluation of Student’s learning, performance and client care where appropriate.

C. Retain ultimate responsibility for client care including when that care is rendered by a Student.

D. Designate a supervisor (preceptor or coordinator) from its staff to act as the liaison with University in this...
Agreement.

E. Provide, at the Student's expense, emergency care for injuries or acute illness while on duty in the Organization in accordance with the provision of emergency health care for employees of the Organization.

F. Indemnify, defend and hold harmless The University of West Florida Board of Trustees, the Florida Board of Governors and the State of Florida, their officers, agents, representatives and employees from and against any and all claims, liabilities, losses, lawsuits, judgments and expenses, including attorneys' fees and court costs up to and including any appeal, arising directly or indirectly from any act or failure to act by the Organization or any of its employees which may occur during or arise out of the performance of this Agreement, whether foreseeable or unforeseeable. This provision shall continue beyond termination or expiration of this Agreement.

VI. MISCELLANEOUS

A. University shall have the right to cancel this Agreement upon the failure of the Organization to allow public access to any documents made or received in connection with this Agreement as required by Chapter 119, Florida Statutes.

B. The relationship of the parties hereunder shall be an independent contractor relationship, and not an agency, employment, joint venture, or partnership relationship. Neither party shall have the power to bind the other party or contract in the name of the other party. All persons employed by a party in connection with operations under this Agreement shall be considered employees of that party and shall in no way, either directly or indirectly, be considered employees or agents of the other party.

C. Neither the Organization nor the University assumes any liabilities to each other, except as specifically stated in this contract. As to liability for damage or injuries or death to persons, or damage to property, the University and the Organization do not waive any defense as a result of entering into this Agreement unless such a waiver is expressly and clearly written into a part of this Agreement.

D. This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all of the negotiations, understandings and representations (if any) made by and between such parties. None of the terms and provisions hereof may be amended, supplemented, waived or changed orally, but only in writing signed by each of the parties hereto.

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

F. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, the legality, validity and enforceability of the remaining provisions shall not be affected thereby.

G. This Agreement may not be assigned, in whole or in part, by either party without the prior written consent of the other party.

H. Any notice to be given hereunder by either party to the other, unless otherwise provided for, must be in writing and may be effected either by personal delivery or by United States certified mail, return receipt requested, postage prepaid. Mailed notices shall be addressed to the parties at the addresses set forth in the attached addenda.

I. Copies of this signed Agreement shall be placed on file at the University and the Organization.

J. University and Organization shall designate a person (or persons) to coordinate and act as preceptor or liaison with the other party. The University shall provide one or more faculty who will be responsible for instruction of the students while participation in the internship experience, and for evaluation of each student. The faculty has the responsibility of selecting, planning, and evaluation the work of the students and such selecting, planning and evaluation shall be accomplished in accordance and consistent with the policies and programs of the Organization.
L. Any notice to be given hereunder by either party to the other, unless otherwise provided for, must be in writing and may be effected either by personal delivery or by United States certified mail, return receipt requested, postage prepaid, to the respective liaison named below:

**ORGANIZATION**

Covenant Hospice  
5041 N. 12th Avenue  
Pensacola, FL 32501  
Attn: Director, Internal Education

**UNIVERSITY**

University of West Florida  
11000 University Parkway  
Pensacola, FL 32514  
Attn: Director, Dept. of Nursing

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

**COVENANT HOSPICE, Inc.**

By:  
Printed Name and Title: Susan Lovelady, Sr. VP / CFO  
Date: 9/27/07

**THE UNIVERSITY OF WEST FLORIDA BOARD OF TRUSTEES**

By:  
John C. Cavanaugh, President  
Date: 9/18/07

Approved As To Form And Legality:

[Signature]

UWF Attorney
EXHIBIT A

STATEMENT OF RESPONSIBILITY

For and in consideration of the benefit provided the undersigned in the form of experience in a Hospice setting with Covenant Hospice ("Organization"), the undersigned and his/her heirs, successors and/or assigns do hereby covenant and agree to assume all risks and be solely responsible for any injury or loss sustained by the undersigned while participating in the Program operated by University of West Florida Board of Trustees ("University") at the Organization unless such injury or loss arises solely out of the Organization's gross negligence or willful misconduct.

______________________________    __________________________
Signature of Program Participant/Print Name    Date

______________________________    __________________________
Parent or Legal Guardian if Program Participant is under 18/Print Name    Date
EXHIBIT B

PROTECTED HEALTH INFORMATION, CONFIDENTIALITY, AND SECURITY AGREEMENT

- Protected Health Information ("PHI") includes patient information based on examination, test results, diagnoses, response to treatment, observation, or conversation with the patient. This information is protected and the patient has a right to the confidentiality of his or her patient care information whether this information is in written, electronic, or verbal format. PHI is individually-identifiable information that includes, but is not limited to, patient’s name, account number, birth date, admission and discharge dates, photographs, and health plan beneficiary number.
- Medical records, case histories, medical reports, images, raw test results, and medical dictations from healthcare facilities are used for student learning activities. Although patient identification may be removed, all healthcare information must be protected and treated as confidential.
- Students enrolled in school programs or courses and responsible faculty are given access to patient information. Students are exposed to PHI during their clinical rotations in healthcare facilities.
- Students and responsible faculty may be issued computer identifications (IDs) and passwords to access PHI.

Initial each to accept the Policy

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<tr>
<td></td>
<td>1. It is the policy of the school/institution to keep PHI confidential and secure.</td>
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<td>2. Any or all PHI, regardless of medium (paper, verbal, electronic, image or any other), is not to be disclosed or discussed with anyone outside those supervising, sponsoring or directly related to the learning activity.</td>
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<td>3. Whether at the school or at a clinical site, students are not to discuss PHI, in general or in detail, in public areas under any circumstances, including hallways, cafeterias, elevators, or any other area where unauthorized people or those who do not have a need-to-know may overhear.</td>
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<td>4. Unauthorized removal of any part of original medical records is prohibited. Students and faculty may not release or display copies of PHI. Case presentation material will be used in accordance with healthcare facility policies.</td>
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<td>5. Students and faculty shall not access data on patients for whom they have no responsibilities or a “need-to-know” the content of PHI concerning those patients.</td>
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<td>6. A computer ID and password may be assigned to individual students and faculty. Students and faculty are responsible and accountable for all work done under the associated access.</td>
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<td>7. Computer IDs or passwords may not be disclosed to anyone. Students and faculty are prohibited from attempting to learn or use another person's computer ID or password.</td>
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<td>8. Students and faculty agree to follow the Organization’s privacy policies.</td>
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<td>9. Breach of patient confidentiality by disregarding the policies governing PHI is grounds for dismissal from the program.</td>
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- I agree to abide by the above policies and other policies at all sites related to this program. I further agree to keep PHI confidential.
- I understand that failure to comply with these policies will result in disciplinary actions.
- I understand that Federal and State laws govern the confidentiality and security of PHI and that unauthorized disclosure of PHI is a violation of law and may result in civil and criminal penalties.

Signature of Program Participant/Print Name ______________________________ Date ___________

Parent or Legal Guardian if Program Participant is under 18/Print Name __________________________ Date ___________