SCHOOL AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT (the "Agreement") is made as of this 9th day of May, 2008 by and between the University of West Florida, acting for and on behalf of the University of West Florida Board of Trustees, hereinafter referred to as "School" and Fort Walton Beach Medical Center, hereinafter referred to as "Hospital".

WITNESSETH:

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

WHEREAS, Hospital operates 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 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 Health Education Program. School shall be responsible for the implementation and operation of the clinical health education 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 health education experience at Hospital;

(ii) Provision of classroom theory and practical instruction to students prior to their clinical health education assignments at Hospital;

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

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

(v) Supervision of students and their performance at Hospital;

(vi) Participation, with the students, in Hospital's Quality Management and related programs;

(vii) Performance of such other duties as may from time to time be agreed to between School and Hospital;

(viii) Provide adequate documentation attesting to competency of each instructor upon request.

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 Chief Executive Officer for complying with Hospital policies that the Hospital has trained them on.
(b) **Student Statements.** School shall advise each Student that the Hospital will require him/her to sign a Statement of Responsibility, in the form attached hereto as Exhibit A, and a Protected Health Information, Confidentiality and, Security Agreement as Exhibit B.

(c) **Insurance.** School shall obtain and maintain, or shall require each individual Student to obtain and maintain, occurrence-type professional liability insurance coverage in amounts not less than $1,000,000 per occurrence and $3,000,000 annual aggregate per Student, with insurance carriers or self insurance programs approved by Hospital and covering the acts and omissions of Students, and General Liability insurance on behalf of faculty while acting within course and scope of their employment pursuant to the terms of the State of Florida Casualty Insurance Trust Fund. Such insurance is subject to the liability and sovereign immunity limits in Florida Statutes, Section 768.28. If such coverage is provided on a claims-made basis, then such insurance shall continue throughout the term of this Agreement and upon the termination of this Agreement, or the expiration or cancellation of the insurance. School shall further, at its expense, obtain and maintain workers' compensation insurance and unemployment insurance for School employees assigned to Hospital. For all insurance required by this Paragraph 1(c), School shall notify Hospital at least thirty (30) days in advance of any cancellation or modification of such insurance policy and shall provide to Hospital, upon request, certificates of insurance evidencing the above coverage and renewals thereof.

(d) **Health of Students.** The School will advise all Students that the Hospital will require that they pass a medical examination acceptable to Hospital prior to their participation in the Program at Hospital at least once a year or as otherwise required by Florida law. 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. In no event shall Hospital be financially or otherwise responsible for said medical care and treatment. Program Participants' health records shall remain on file at the School and will be provided to the Hospital upon request (Program Participants will not be allowed to commence experiences until all health requirements are complete):

(i) Tuberculin skin test within the past 12 months or documentation as a previous positive reactor; and

(ii) Proof of Rubella and Rubeola immunity by positive antibody titers or 2 doses of MMR; and

(iii) Varicella immunity, by positive history of chickenpox or proof of Varicella immunization; and

(iv) Proof of Hepatitis B immunization or declination of vaccine, if patient contact is anticipated.

(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) **Performance.** 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 its and their duties and services hereunder in accordance with all relevant local, state, and federal laws and shall comply with the standards and guidelines of all applicable accrediting bodies and the bylaws, rules and regulations of Hospital and any rules and regulations of School as may be in effect from time to time. Neither School nor any Program Participant shall interfere with or adversely affect the operation of Hospital or the performance of services therein.
(g) **Background Checks.** School represents that it will have conducted a background check on each and every student assigned to the Program and on each and every member of the staff/faculty who is responsible for Hospital (on-site) supervision and/or instruction of said student(s) at the Hospital prior to the beginning of clinical rotation at the hospital. Hospital acknowledges School is not responsible for the accuracy of the information provided through the background checks. Said background check shall include, at a minimum, the following:

(i) Criminal Search (previous 7 years or up to 5 criminal searches)
(ii) Social Security # Verification
(iii) Employment Verification to include reason for separation and eligibility for re-employment for each employer for 7 years (not required for students less than age 21)
(iv) OIG list of Excluded Individuals/Entities
(v) GSA List of Parties Excluded from Federal Programs
(vi) Violent Sexual Offender and Predator Registry Search
(vii) U.S. Treasury, Office of Foreign Assets Control (OFAC), List of Specially Designated National (SDN)

Should the background check 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 program and/or not place the individual at the hospital. However, Hospital’s Education Department Manager will consider facts and circumstances regarding the adverse information and if satisfied may agree to place the individual at the hospital.

The school shall provide the Student Attestation Form to the hospital Education department prior to the placement of the student, staff/faculty member at the hospital, which will serve as verification, that the background check and health requirements were completed as required.

The school shall agree that in order to validate the process, the hospital Education Manager/designee can annually audit for compliance five percent (5%) or a maximum of thirty (30) files for the school.

(h) **School Status.** School represents and warrants to Hospital that the School and its Program Participants participating hereunder: (i) 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-7b(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 or a Program Participant 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 Paragraph 1(h) shall give Hospital the right to immediately terminate this Agreement for cause.

2. **Responsibilities of Hospital.**

(a) Hospital shall accept the Students assigned to the Program by School and reasonably cooperate in the orientation of all Students to Hospital. Hospital shall provide reasonable opportunities for such Student, 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 or Hospital operations. Hospital shall coordinate School’s rotation and assignment schedule with its own schedule and those of other educational institutions. Hospital shall at all times 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 Student’s performance in the Program. However, School shall at all times remain solely responsible for the evaluation and grading of Program Participants.

(c) Hospital shall orient Students to the policies and procedures for which the Students will be responsible. Hospital shall provide School any relevant rules, regulations, and policies of the facility at least one week prior to any testing of such materials and shall have the responsibility of updating this information as necessary.

3. **Mutual Responsibilities.** The parties shall cooperate to fulfill the following mutual responsibilities:

   (a) Students shall be treated as trainees who have no expectation of receiving compensation or future employment from the Hospital or the School.

   (b) Any courtesy appointments to faculty or staff by either the School or Hospital shall be without entitlement of the individual to compensation or benefits for the appointed party.

4. **Withdrawal of Program Participants.**

   Hospital may request School to withdraw or dismiss a student or other Program Participant from the Program at Hospital when his or her clinical performance is unsatisfactory to Hospital or his or 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 at Hospital shall immediately cease. It is understood that only School can dismiss the Program Participant from the Program.

5. **Independent Contractor; No Other Beneficiaries.**

   The parties hereby acknowledge that they are independent contractors, and neither the School nor any of its agents, representatives, Program Participants, 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 Program Participant or other third person is entitle to, and shall not receive any rights under this Agreement.

6. **Non-Discrimination.**

   There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, veteran status, or handicap in either the selection of students for participation in the Program, or as to any aspect of the clinical training; provided, however, that with respect to handicap, the handicap must not be such as would, even with reasonable accommodation, in and of itself preclude the Program Participant's effective participation in the Program.

7. **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 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.
8. **Confidentiality.**

School and its agents, Program Participants, faculty, representatives and employees agree to keep strictly confidential and hold in trust all confidential information of Hospital 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.

The School may disclose information from a Student's educational record, as appropriate, to personnel at the Hospital who have a legitimate educational interest in the information. The Hospital agrees that its personnel will use such information only in furtherance of the clinical education program for the students, and that the information will not be disclosed to any other person without the Student's prior written consent.

Unauthorized disclosure of confidential information or of the terms of this Agreement shall be a material breach of this Agreement and shall provide the non-breaching party with the option of pursuing remedies for breach, or, notwithstanding any other provision of this Agreement, immediately terminating this Agreement upon written notice to the other party.

9. **Term; Termination.**

(a) The initial term of this Agreement shall be one (1) year, commencing on May 12, 2008 and ending on May 11, 2009.

(b) Except as otherwise provided herein, either party may terminate this Agreement at any time without cause upon at least thirty (30) days prior written notice, provided that all students currently enrolled in the Program at Hospital at the time of notice of termination shall be given the opportunity to complete their clinical Program at Hospital, such completion not to exceed six (6) months.

10. **Entire Agreement.**

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

11. **Severability.**

If any provision of this Agreement is 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.

12. **Captions.**

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

13. **No Waiver.**

Any failure of a party to enforce that party's right 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.

14. **Governing Law.**

This Agreement shall be governed and construed in accordance with the laws of the State of Florida.
15. ASSIGNMENT; BINDING EFFECT.

Neither School nor Hospital 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.

16. NOTICES.

All notices hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, 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:  
Fort Walton Beach Medical Center  
1000 Mar Walt Drive  
Fort Walton Beach, FL 32547  
Attention: Chief Executive Officer

Copy to:  
HCA  
One Park Plaza  
Nashville, TN 37203  
Attention: Operations Counsel

If to School:  
University of West Florida  
Department of HLES, 72-141  
11000 University Parkway  
Pensacola, FL 32514  
Attention: Melissa Howard

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

17. EXECUTION OF AGREEMENT.

This Agreement shall not become effective or in force until all of the below named parties have fully executed this Agreement.

18. HIPAA Requirements.

The parties agree to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 1320d ("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 Agreement. The parties agree to make their internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations. In addition, the parties agree to comply with any 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 Program Participants to comply with the policies and procedures of Hospital, as presented in Hospital's orientation and training session, including those governing the use and disclosure of individually identifiable health information under federal law, specifically 45 CFR parts 160 and 164. Solely for the purpose of defining the Program Participants' role in relation to the use and disclosure of Hospital's protected health information, the Program Participants are defined as members of the Hospital's workforce, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this Agreement. However, the Program Participants are not and shall not be considered to be employees of Hospital.

19. No Requirement to Refer.

Nothing in this Agreement requires or obligates School to admit or cause the admittance of a patient to Hospital or to use Hospital's services. None of the benefits granted pursuant to this Agreement is conditioned on any requirement or expectation that the parties make referrals to, be in a position to make or influence referrals to, or otherwise generate business for the other party. Neither party is restricted from referring any services to, or otherwise generating any business for, any other entity of their choosing.

THE PARTIES HERETO have executed this Agreement as of the day and year first above written.

THE UNIVERSITY OF WEST FLORIDA

By: __________________________________________
    Dr. Chula G. King

Title: Provost

FORT WALTON BEACH MEDICAL CENTER

By: __________________________________________
    Wayne Campbell

Title: Chief Executive Officer

7
EXHIBIT A

STATEMENT OF RESPONSIBILITY

For and in consideration of the benefit provided the undersigned in the form of experience in a clinical setting at FORT WALTON BEACH MEDICAL CENTER ("Hospital"), 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 the University of West Florida ("School") at Hospital unless such injury or loss arises solely out of Hospital's gross negligence or willful misconduct.

__________________________________________  ____________________________
Signature of Student /Print Name                      Date

__________________________________________  ____________________________
Parent or Legal Guardian if Student 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, birthdate, 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 is 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.

The Student will initial each to accept the Policy:

<table>
<thead>
<tr>
<th>Initial</th>
<th>Policy</th>
</tr>
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<tbody>
<tr>
<td>1.</td>
<td>It is the policy of the school/institution to keep PHI confidential and secure.</td>
</tr>
<tr>
<td>2.</td>
<td>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>
</tr>
<tr>
<td>3.</td>
<td>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>
</tr>
<tr>
<td>4.</td>
<td>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>
</tr>
<tr>
<td>5.</td>
<td>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>
</tr>
<tr>
<td>6.</td>
<td>A computer ID and password are assigned to individual students and faculty. Students and faculty are responsible and accountable for all work done under the associated access.</td>
</tr>
<tr>
<td>7.</td>
<td>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>
</tr>
<tr>
<td>8.</td>
<td>Students and faculty agree to follow Hospital’s privacy policies.</td>
</tr>
<tr>
<td>9.</td>
<td>Breach of patient confidentiality by disregarding the policies governing PHI is grounds for dismissal from the Hospital.</td>
</tr>
</tbody>
</table>

- I agree to abide by the above policies and other policies at the clinical site. 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 ____________
FORT WALTON BEACH MEDICAL CENTER
BACKGROUND INVESTIGATION REQUIREMENTS
STUDENT/FACULTY ATTESTATION FORM

SCHOOL NAME: THE UNIVERSITY OF WEST FLORIDA

STUDENT/FACULTY NAME: ________________________________

I hereby acknowledge and attest a background check has been conducted and reviewed on the student/faculty member named above as required by the provisions of the Fort Walton Beach Medical Center's Background Investigation requirements set forth in the affiliation agreement between the above named entities and as outlined below:

Level (1) Background Investigation
(required of all students and faculty members entering the hospital)

(i) Criminal Search (previous 7 years or up to 5 criminal searches)
(ii) Social Security # Verification
(iii) Employment Verification to include reason for separation and eligibility for re-employment for each employer for 7 years *
(iv) OIG list of Excluded Individuals/Entities
(v) GSA List of Parties Excluded from Federal Programs
(vi) Violent Sexual Offender and Predator Registry Search
(vii) U.S. Treasury, Office of Foreign Assets Control (OFAC), List of Specially Designated National (SDN)

* This element is not required for students younger than 21 years of age

All students placed at Fort Walton Beach Medical Center are required to:

(i) be screened by the School for the required elements noted within this document,
(ii) complete the Self-Study Student Mandatory Orientation module,
(iii) read the Code of Conduct Handbook provided by the Facility,
(iv) complete the Student Orientation Test that is graded by their instructor, with remediation provided as necessary,
(v) provide documentation of the Attestation Form and Exhibits A&B

These elements are to be kept within the School's Student Education File.

The School will return to the Education Department the completed Student/Faculty Attestation Form and signed copies of Exhibits A&B (to include initializing where required) prior to the Student's arrival at the Hospital.

Once the Education Department has reviewed all of the required documentation and approved the Student's arrival, the Education Department may notify the School or Student if a hospital identification badge will be required to be obtained from the Human Resource Department prior to the Student initiating their education experience at the Hospital.

Verifiers Signature/Title ____________________________ Date ____________

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