AGREEMENT BETWEEN
THE UNIVERSITY OF WEST FLORIDA
AND SACRED HEART HEALTH SYSTEM, INC. dba
SACRED HEART HOSPITAL OF PENSACOLA

AGREEMENT made by and between the University of West Florida Board of Trustees, (hereinafter referred to as "University"), and Sacred Heart Health System, Inc. dba Sacred Heart Hospital of Pensacola (hereinafter referred to as "Hospital"), a Florida non-profit corporation.

WHEREAS, University and Hospital desire to guide and direct a working relationship between the parties in providing learning opportunities for students of Center for Health Care Ethics (hereinafter referred to as 'Students'); and

WHEREAS, the parties are desirous of cooperating in a plan to provide facilities for instruction and training to Students of University; and

WHEREAS, Hospital desires to provide Students of University with an opportunity to obtain training and experience;

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth below, the parties agree as follows:

1. **Hospital Facilities**: Hospital agrees to provide facilities to permit Students of University to receive training and to perform services under the supervision and responsibility of the faculty of University.

2. **Term**: This Agreement will commence on the date of execution of this agreement and end May 15th, 2008. This Agreement may be renewed for an additional one (1) year term if the parties agree so in writing prior to the expiration of this Agreement.

3. **Amendment or Termination**: This Agreement may be modified by mutual consent at any time or may be terminated by either party by submitting notice of such intent in writing at least three (3) consecutive months in advance of the proposed termination date. Notice must be in writing addressed to the following:

If to University:  
Dr. Barry R. Arnold  
Director, Center for Health Care Ethics  
University of West Florida  
5120 Bayou Blvd., Ste. 5  
Pensacola, FL 32503  
(850) 595-3790

If to Hospital:  
Sacred Heart Health System, Inc.  
dba Sacred Heart Hospital of Pensacola  
Attn: Karen O. Emmanuel  
5151 North 9th Avenue  
Pensacola, Florida 32504
4. **Responsibilities of University:**

(A) University shall plan clinical assignments through its faculty, in consultation with the representative of Hospital.

(B) University's faculty shall cooperate with the representative of Hospital in the concurrent and terminal evaluation of the program.

(C) University's faculty shall cooperate with Hospital staff and Students of University, to maintain an environment which provides quality patient care and quality student learning.

(D) University shall comply with all Hospital policies and procedures in making plans for observation and/or practice at Hospital.

(E) University shall provide all supervision and instruction required in the Department of Center for Health Care Ethics unless in specific instances other provisions are made.

(F) As early as possible and at least two (2) weeks prior to the commencement of the clinical experience, University shall provide the number of Students for whom clinical experiences are requested, and the time periods which University wishes to utilize Hospital facilities for such experiences. The number of Students for any one (1) semester shall not exceed two (2).

(G) University shall assume full responsibility for the administration of the Center for Health Care Ethics, and for the general supervision of instructors in the Program.

(H) University shall participate in group conferences as mutually agreed upon with representatives of Hospital, for the purpose of discussing objectives of the learning experiences and Student performance in the Program.

(I) University shall abide by existing rules and regulations of Hospital, which shall be made available to University.

(J) University shall administer the Center for Health Care Ethics and shall have authority and control over the instructors in the Program. University shall provide all forms regarding practicum experience and instructions for completion of these forms.

(K) University shall provide for verification of faculty and coordinators who provide supervision and instruction to Students in the Program.
(L) University accepts liability for its employee’s actions within the scope of their clinical affiliation at Hospital; however, responsibility for the care of the patient is at all times the Hospital’s.

(M) University shall provide assistance when requested by the facility should a problem needing assistance arise.

(N) University shall provide educational training to students in Bloodborne Pathogens as regulated by OSHA prior to the beginning of clinical affiliation.

(O) University shall advise students as follows:

1. Students should respect the confidential nature of all information which may come to them with regard to patients and patient records.

2. Students will be responsible for their own meals, laundry, and transportation to and from Hospital.

3. Students shall comply fully and without qualification with all federal, state, and local laws and regulations that pertain in any way to the rendering of services in the clinical program.

4. Students shall perform diligently all responsibilities and the duties assigned to them by faculty or Hospital representatives.

5. Students shall assume responsibility for personal illness during clinical hours. Emergency health care will be provided by the facility if possible. Charges for services rendered are the responsibility of the individual Student.

6. Students shall wear proper identification and a uniform acceptable to University and Hospital during the clinical hours.

7. Students shall abide by all rules, regulations and policies of Hospital, including appropriate respect for Hospital’s religious philosophy, while participating in the Program at Hospital.

(P) University shall ensure the following provisions are complied with by Faculty:

1. Faculty should respect the confidential nature of all information which may come to them with regard to
patients and patient records.

2. Faculty shall comply fully and without qualification with all federal, state, and local laws and regulations that pertain in any way to the rendering of services in the clinical program.

3. Faculty shall abide by all rules, regulations and policies of Hospital, including appropriate respect for Hospital's religious philosophy, while participating in the Program at Hospital.

(Q) **Performance Assessment:** At the end of the training experience, University Instructor will conduct performance assessments of students completing their experiences at Facility, and will communicate findings to Education and Training Services of Facility and/or Medical Staff Services, as applicable. University will provide Hospital with an opportunity to evaluate instructors and students via an end-of-term evaluation.

(R) **Ongoing Competency Requirements:** University will create a competency skills check list for all students. This check list will serve as reference for both students and staff as to competencies reviewed and/or demonstrated by students. All students shall be required to keep a copy of their competence skills check list with them at all times while at Facility. For students who work in the same capacity as Facility staff providing care, treatment and services, focused competencies will be identified and developed by the department director/manager based upon high-risk/low-risk frequency activities, new procedures/equipment and problem prone areas.

5. **Removal of Students from Program:** Hospital shall have the right to remove any student from the clinical experience at Hospital if that student in any way violates, contravenes, ignores, neglects, abuses or otherwise disregards the accepted standards of conduct as applicable to students participating in the Program. Such a decision to remove a student from the clinical experience at Hospital is in the sole discretion of Hospital, and shall not be subject to consideration or reconsideration by any other person or entity.

6. **Insurance and Indemnity:** The University will maintain and/or cause its faculty members and students to maintain professional and public liability insurance covering them, with limits of One Million Dollars ($1,000,000.00) per occurrence and Three Million Dollars ($3,000,000.00) aggregate per policy year, and naming as an insured Hospital against any claims arising from any act or omission of any student or faculty member. Certificates of such insurance shall be provided to Hospital which shall include an endorsement reflecting coverage as to Hospital. Such coverage shall be in effect for the entire duration of this Agreement.
Hospital agrees, during the term of this Agreement, to maintain general and professional liability insurance and/or funded self-insurance providing bodily injury and property damage limits of liability not less than One Million Dollars ($1,000,000.00) per occurrence and Three Million Dollars ($3,000,000.00) aggregate per policy year. Hospital may, however, self-insure any or all of its obligations hereunder.

University will be responsible for the acts and omissions of its agents, its employees, and any and all claims and damages that may arise as a result of the negligence of University, its agents, employees in connection with educational activities and services provided hereunder.

Students and faculty of University shall not be considered employees or agents of Hospital, but shall in all respects remain under the ultimate direction, supervision and control of University. University will be responsible for worker's compensation coverage for all participating faculty, and hereby agrees to be responsible for any worker's compensation claims which could or might be asserted by such faculty arising out of their performance of this Agreement, except for the negligence of Hospital, or its agents or employees.

7. **Responsibilities of Hospital:**

   (A) Hospital shall retain absolute control over the organization, administration, operation and financing of its services, and shall retain responsibility for all patient care.

   (B) Hospital shall provide general care and supervision for the care of patients and other persons under medical observation in the Hospital.

   (C) Hospital shall make available to students the facilities of Hospital needed to complete the requirements of the Program.

   (D) Hospital shall provide conference room space and use of any available instructional materials, insofar as may be needed.

   (E) Hospital shall inform faculty and University of changes in policies and procedures.

   (F) Hospital shall provide and maintain professional personnel who are capable and qualified in those departments in which students are placed. All supervisors shall have a minimum of two (2) years experience in the area to be supervised.

   (G) Hospital shall provide resources, opportunities, staff time, and cooperation in planning for the education program with University. (All supervisors shall have a minimum of two (2) years experience in the area to be supervised.)
(H) Hospital shall provide, as needed, orientation of faculty members of University to the philosophies and policies of Hospital.

(I) Hospital shall assist University faculty in orienting students to Hospital, if necessary.

(J) Hospital shall make available reference material/library materials to faculty and students.

(K) Hospital shall allow students and faculty, at their own expense, to use cafeteria facilities, when available.

(L) Hospital, through its supervisors, agrees to evaluate and maintain individual records of performance. These records shall be returned to University no later than one (1) week after completion of student assignment. Such student records are confidential under Florida and Federal law; accordingly, Hospital shall maintain their confidentiality.

(M) **Orientation and Training:** All students will complete all Hospital orientation and training requirements prior to commencing their experience at Hospital. During orientation, the following will be provided and/or verified:

1. Issuance of University ID badge or, alternatively, ID badge may be provided by Facility.

2. N95 respirator fit testing as applicable.

3. Waived testing competency validation as applicable.

4. Students will be enrolled in Facility’s on-line learning center for completion of an organizational orientation and completion of all required education.

8. **Background Checks:**

(A) Hospital shall, in a timely manner at either University’s expense or the student’s expense, conduct (or have conducted) a background check on each and every student assigned to the Program. If University has students on-site at Hospital prior to the execution of this Agreement, then Hospital shall immediately conduct a retrospective background check on such persons. The background check for students shall include, at a minimum, the following:

(i) Social Security Number Verification;

(ii) Criminal Search (7 years or up to 5 criminal searches);

(iii) Violent Sexual Offender and Predator Registry Search;
(iv) HHS/OIG List of Excluded Individuals/Entities;
(v) GSA List of Parties Excluded from Federal Programs.

(B) University shall in a timely manner at either University’s expense or the faculty member’s expense conduct or have conducted a background check on each member of the faculty/staff responsible for supervision or instruction. The background check for staff/faculty, if licensed or certified caregivers, shall include all of the above and, in addition, shall include the following:

(i) Education verification (highest level);
(ii) Professional License Verification;
(iii) Certification & Designations Check;
(iv) Professional Disciplinary Action Search.

(C) Should a background check disclose adverse information as to any student and/or member of the staff/faculty, University shall immediately remove said student and/or member of the staff/faculty from participation in the Program at Hospital.

9. Prerequisites for Enrollment: All Students who participate in the Program must be a student at the graduate level with a focus related to health care ethics.

10. Accreditation: University covenants that, at all times during the term of this Agreement, its Program shall maintain its accreditation by the Southern Association of College and Schools (SACS), and shall endeavor to maintain standards accepted and required for said accredited Program.

11. School Status: University represents and warrants to Hospital that University 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 University 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 University shall immediately notify of any change in status of the representation and warranty set forth in this section. Any breach of this Paragraph shall give Facility the right to immediately terminate this Agreement for cause.
12. **Scheduling:** Students registered in the Program who have been accepted in the Hospital training program shall utilize Hospital for clinical experiences during the days and hours to be planned by faculty of University with consent and approval of the administrative staff of Hospital. Participating students shall be assigned approximately five (5) hours per week in Hospital, for the semester term.

13. **Physical Examination:** University will advise students that students shall be required to have a physical examination by their family physician stating that the Student is in good health and is capable in participating in this Program, and shall have current immunization as required. Students under thirty (30) must have Rubella vaccination or show proof of immunity to German measles. Students shall be required to meet the same health standard requirements as Hospital employees. University shall be responsible for maintaining such a program pre-enrollment and annually. Hospital will provide University with the health standard requirements which must be met by its employees.

14. **No Compensation:** It is understood that Students and faculty are not entitled to any compensation from Hospital for any services which may be provided hereunder, but desire to donate such services as may result from the learning experiences.

15. **Areas of Training and Experience:** Students shall receive training and practice at Hospital in the following areas:

1. Palliative Care
2. Bioethics

16. **Changes in Staff or Curriculum:** In the event of changes in staff or curriculum affecting either party, notification shall be given regarding same to the other party.

17. **University Forms:** University shall provide all forms regarding field work experience and instruction for completion of these forms.

18. **Equal Opportunity:** It is agreed by both parties that there shall be no discrimination of race, religion, creed, sex, age, disability, marital status or national origin in connection with this Agreement and the Program.

19. **Non-Assignment:** Neither party may assign its interest or obligations
under this Agreement without prior written consent of the other.

20. Entire Agreement: This Agreement contains the full and entire agreement and understanding between the parties as to the subject matter herein contained and expressly supersedes all prior oral and written communications regarding the subject matter hereof and all prior communications shall be deemed null and void.

IN WITNESS WHEREOF, we, the undersigned, duly authorized representatives of the parties to this Agreement hereinabove expressed, have entered into this Agreement and have read and understood the terms herein.

Witnesses

[Signed]

SACRED HEART HEALTH SYSTEM INC, dba
SACRED HEART HOSPITAL OF PENSACOLA

By:

[Signature]

Its:

[Signature]

Date: 7.6.06

UNIVERSITY OF WEST FLORIDA

By:

[Signed]

Dr. Sandra Flake

Its: Provost

Date: 6/26/06

Approved As To Form And Legality:

[Signed]

UWF Attorney