

BOARD MEETING DATE: April 15, 2026

ITEM NUMBER: VII a

RECOMMEND THAT the District Board of Trustees for North Florida College approve the attached Agreement(s) for student field experience.

EMS- Survival Flight

Allied Health/Nursing- Greenleaf
Madison County School Board
HCA
Trenton Medical Center

- The Board Attorney has reviewed these Agreements.

THIS RECOMMENDATION will allow students in the EMS and Nursing/Allied Health programs to participate in field and clinical experience.

AGREEMENT

THIS AGREEMENT, made this 20 day of January, 2026, between Survival Flight EMS LLC, (hereinafter referred to as the "County") and the NORTH FLORIDA COLLEGE DISTRICT BOARD OF TRUSTEES (hereinafter referred to as the "BOARD").

WHEREAS, the COUNTY provides emergency medical services within the jurisdictional boundaries of The County, in accordance with Florida Statutes; and

WHEREAS, the President of North Florida College has recommended to the Board that an EMS Technology Program (hereinafter referred to as the "Program"), be established by the Board for the purpose of preparing emergency medical technician and paramedic students from North Florida College, and that the Program contains certain ambulance-based learning experiences required for State certification and the national accreditation of the Program, and that some phases of this specialized training be implemented and take place with the County; and

WHEREAS, the Board wishes to implement in full the recommendations of the President of North Florida College for the appropriate course content and proper instructional and practical experiences; and

WHEREAS, the County desires that selected EMT and paramedic training and clinical experiences occur within the vehicles and facilities of the County under its professional supervision.

NOW, THEREFORE, in consideration of the mutual agreements of the parties as hereinafter set forth, it is agreed as follows:

- I. The County agrees to permit selected specialized clinical and field-internship training of students enrolled in the Board EMS programs by providing a clinical environment for students to observe and practice hands-on patient care through the cooperation and assistance of County EMT's, paramedics and other employees with the faculty/staff-employees of the Board in the following manner and subject to the following conditions:
 - A. Program guidelines developed by the Board shall be provided to and approved by the County before any Board students may be permitted access to County EMS facilities.
 - B. The County agrees to the use of Program guidelines, which the Board faculty (member, the Program Medical Director, and the Program Clinical/Coordinator will develop and coordinate with the involved County supervisors. The Program guidelines may require modification from time to time to parallel the upgrading of the EMT and paramedic training to ensure quality in the training and to meet State certification and national accreditation requirements. The County will make a reasonable effort to accommodate changing Program guidelines and accreditation requirements when such guidelines and requirements are not inconsistent with the policies, practices, goals and objectives of the County EMS service. Any changes

to the Program guidelines shall be approved by the County prior to implementation.

- C. The Board students will have the opportunity to ride in the emergency vehicles and provide patient care, under direct supervision of a County EMS EMT or paramedic preceptor and shall not be in the patient compartment alone during patient transport and shall not be used to meet staffing requirements.
 - D. The Board students shall have access to the same personal protective equipment as County employees during the clinical rotations.
 - E. The County shall provide to the school, a policy for notifying the Program about Board students who are exposed to infectious diseases while on clinical assignment. The Board shall be responsible for notifying the student.
 - F. The County will be responsible for making available first aid and emergency department care for any student injured while on clinical assignment. Charges for services rendered shall be the sole responsibility of the student. All follow-up or on-going care shall be the responsibility of the individual Board student.
 - G. The County, upon the recommendation and advice of the Board, shall adopt and implement guidelines regarding Board students, to include but not be limited to:
 - 1) Selection process of paramedic student preceptors
 - 2) Scheduling of student clinical shifts
 - 3) Student dress code
 - H. The County, at its sole discretion, may allow Board faculty and staff to ride shifts in the emergency vehicles.
2. The Board shall appoint a physician to serve as EMS Technology Program Medical Director. The Program Medical Director shall approve the medical content of the Program.
 3. The County EMS Medical Director and the Board EMS Program Medical Director shall (formulate and agree upon Board student practices to be permitted during clinical rotations, provided all guidelines, as adopted pursuant to Section IG above, are fully complied with.
 4. The Board agrees that each Board student, prior to participating in the clinical training, shall have, on file, proof of the following:
 - A. A physical exam with immunizations.
 - B. A level II criminal background check.
 - C. Board liability and incident insurance acceptable to the County.
 - D. Signed "Assumption of Risk", and "Confidentiality Agreement".
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5. The County shall adopt upon the recommendation and advice of the Board a policy for the removal of any Board faculty, employee or student from any EMS vehicles or County facilities. This policy shall, at a minimum, consist of reasons for removal and procedures for notification of Program administrative personnel.
6. The Board agrees and recognizes that the County may at any time require the withdrawal of any Board faculty, employee or student from any EMS vehicles or County facilities whose conduct or work with patients or County personnel is not in full accord with the County's rules and regulations or standards of performance. The Board shall immediately comply with such request. If time or circumstances permit, such requests by the County shall be made in writing to the Board, and shall include the reasons for the requested withdrawal, otherwise the County may take any action it deems appropriate and necessary in this regard.
7. The County and Board expressly agree that all Board faculty and employees under this Agreement shall remain agents or employees of the Board and shall not at any time during the term of the Agreement be deemed to be the personnel, employees, or agents of the County.
8. The County and Board agree that all Board students shall remain students of the North Florida College and shall not at any time during the term of this Agreement be deemed to be the personnel, employees or agents of the County or Board. Furthermore, no student shall be subject to call or be considered County staff while participating in clinical training.
9. The County and Board agree that they will never act, or represent that they are acting, as agents of each other, nor incur any obligations on the part of the other without first obtaining the express written authority of the party who is to be obligated.
10. Insurance:
 - A. The Board agrees that it will be solely responsible for all salaries and costs of its own personnel, agents, and employees. The Board shall provide annual proof of professional liability insurance coverage in an amount not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate covering Board students, faculty, clinical coordinator, and medical director. The County shall be listed as an insured party on the Certificate of Insurance.
 - B. The Board agrees to provide Worker's Compensation coverage for all of its employees which meets Statutory Limits in compliance with the applicable state and federal laws and Employer's Liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee.
11. Consistent with the provisions of §768.28, Florida Statutes, and without waiving its rights thereunder, the Board expressly acknowledges its material and financial responsibility for the acts or omissions and the consequences of the acts or omissions of its students,

instructors, employees, agents and personnel. Cost of litigation and expenses arising from such situations shall be borne by the Board. Likewise, the County shall be liable for the actions of its own employees and agents and shall bear the cost of litigation and expenses arising from the acts or omissions of its employees.

12. The Board shall carry out its obligations under this Agreement in full compliance with the privacy regulations pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, as amended (hereinafter "HIPM"), to protect the privacy of any personally identifiable Protected Health Information ("PHI") that is collected, processed or learned as a result of the Program contemplated under this Agreement. In conformity therewith, the Board agrees that it will:
 - A. Not use or further disclose PHI except as permitted under this Agreement or as required by law;
 - B. Use appropriate safeguards to prevent user disclosure of PHI except as permitted by this Agreement;
 - C. Mitigate, to the extent practical, any harmful effect that is known to the Board of use or disclosure of PHI by the Board in violation of this Agreement;
 - D. Report to the County any use or disclosure of PHI not provided for by this Agreement of which the Board becomes aware;
 - E. Ensure that any agents, employees or instructors to whom the Board provides PHI, or who have access to PHI, agree to the same restrictions and conditions that apply to the Board with respect to such PHI under this Agreement;
 - F. Make PHI available to the County and to the individual as a right of access as required under HIPM within 30 days of the request by the County regarding the individual;
 - G. Incorporate any amendments to PHI when notified to do so by the County;
 - H. Provide an accounting of all users or disclosures of PHI made by the Board as required under HIPAA privacy rule within 60 days.;
 - I. Make their internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services for purposes of detaining the Board's and the County's compliance with HIPAA; and at the termination of this Agreement, return or destroy all PHI received from, or created or received by the Board on behalf of the County, and if return is infeasible, the protections of this Agreement will extend to such PHI.
 - J. Notwithstanding any of the other provisions of this Agreement, the Agreement may be terminated by the County if the Board has violated a term or provision of this

Section 12 pertaining to the Board's material obligations under HIPAA privacy rules, or if the Board engages in conduct which would, if committed by the County, result in a violation of the HIPAA privacy rule by the County.

- K. Return or Destruction of Health Information: Upon termination, cancellation, expiration, or other conclusion of this Agreement, the Board, if feasible, shall return to The County or destroy all PHI and all health information, in whatever form or medium, including any electronic media under the Board's custody or control or which the Board received from or on behalf of The County, including any copies of any health information or compilation derived from and showing an identification- of such PHI or such health information. The Board shall (complete- such return or destruction as promptly as possible, but not later than 30 days after the effective date of the-termination, cancellation, expiration or other conclusion of this Agreement. Within such 30-day period, the Board shall certify under oath in writing to the County such return or destruction has been completed or, if return or destruction is not feasible or lawful, a written justification explaining why such PHI could not be returned or destroyed.
 - L. Continuing Obligations: The Board's obligation to protect PHI and health information received from or on behalf of the County or any other source shall be continuous and shall survive any termination, cancellation, expiration or other conclusion of this Agreement.
 - M. Response to Subpoenas: In the event that the Board receives a subpoena or similar notice or request from any judicial, administrative or other party arising out of or in connection with this Agreement, including, but not limited to any unauthorized use or disclosure of PHI or any failure in the Board's security measures, the Board shall promptly forward a copy of such subpoena, notice or request to the County and afford the County the opportunity to be part of the decision making with regard to the subpoena, including, but not limited to, responding to the subpoena.
13. The County and Board agree that this Agreement may be cancelled at any time by either party hereto, with or without cause upon ninety (90) days prior written notice to the other party to be effective at the completion of the clinical experience of the ongoing classes. No new class will start during the ninety (90) day period.
 14. This Agreement shall be subject to automatic renewal (October 1 through September 30), unless notice is provided to the other party by a party of its intent not to renew the Agreement, not less than ninety (90) days prior to the end of the then-current term of the Agreement.
 15. No alteration, modification or variation of the terms of this Agreement shall be valid, unless made in writing and signed by both of the parties hereto.
 16. This Agreement may be executed in counterparts, each of which shall be deemed original, but which together shall be considered one and the same Agreement.

Through the signatures of their duly authorized representatives, the parties agree to the foregoing on this 20 day of January, 2026.

**NORTH FLORIDA COLLEGE
BOARD OF TRUSTEES**

Signature: _____

Name: _____

Title: Chair, Board of Trustees

Date: _____

Signature:  _____

Name: Charles Barnard

Title: Regional Director of EMS

Date: 01/20/2026

**AMENDMENT TO UNIVERSITY
AFFILIATION AGREEMENT**

This Amendment to University Affiliation Agreement (this "Amendment") is made and executed as of April 30, 2026 (the "Effective Date") by and between Greenleaf Center, LLC ("Facility") and North Florida College ("School"),

RECITALS

WHEREAS, the parties entered into a University Affiliation Agreement, dated November 1, 2023, including all addenda and exhibits attached thereto (the "Agreement");

WHEREAS, under the Agreement, School is willing to provide to the Facility the services described in the Agreement.

WHEREAS, the parties wish to amend **Part IX. Term** of the Agreement.

NOW, THEREFORE, for and in consideration of the recitals above and the mutual covenants and conditions contained herein, the parties agree as follows:

AGREEMENT

1. The Agreement is amended for **Part IX. Term** to state the following: The initial term of this Agreement is twelve (12) months beginning on the Commencement Date. At the end of the initial term, this Agreement will automatically renew for successive terms of twelve (12) months each. The term will end when terminated according to this Agreement.
2. The parties acknowledge that the Agreement, including this Amendment, are the complete understanding of the parties and no other agreements have been made that would change any other terms of the Agreement. All other terms of the Agreement shall remain in full force and effect. All capitalized terms used herein without definition shall have the meanings ascribed to them in the Agreement.
3. This Amendment may be executed in several counterparts, each of which will be deemed an original and all of which together will constitute one and the same agreement.

[Signatures on following page.]

IN WITNESS WHEREOF, the parties hereto sign this Agreement as of the Effective Date set forth above.

Greenleaf Center, LLC:

By: _____

Name: _____

Its: _____

North Florida College:

By: _____

Name: _____

Its: _____

UNIVERSITY AFFILIATION AGREEMENT

This University Affiliation Agreement (hereafter referred to as "Agreement") is effective as of November 1, 2023, by and between, Greenleaf Center, LLC., a Delaware limited liability company, located at 2209 Pineview Drive Valdosta, Georgia 316202 (hereinafter referred to as "Facility"), and North Florida College, located at 325 Turner Davis Drive Madison, Florida 32340 (hereinafter referred to as "School").

RECITALS

- A. School has established and sponsors certain accredited medical education programs in the field of Nursing, Emergency Medical Services, and other Allied Health Programs (the "Program");
- B. Facility operates a Medical Clinic/Hospital licensed in the State of Georgia ("State");
- C. The Program requires the fulfillment of certain externship experiences ("Externship") for completion of the training obtained therein;
- D. It has been determined that it is in the best interest of School's students ("Students") that the facilities of Facility be used to provide the requisite Externship experience for the Students' education;
- E. Facility has agreed to provide the Students with the required Externship experience at its facilities, subject to the terms and conditions of this Agreement; and
- F. This Agreement is intended, in part, to satisfy the standards set forth in applicable accreditation and other regulatory requirements.

NOW, THEREFORE, in consideration of the terms and conditions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- I. **RESPONSIBILITIES OF SCHOOL.** School shall be responsible for the overall direction of the Program and for enforcement of all applicable requirements of any governmental authority or applicable accreditation body (collectively, the "Requirements"). School shall retain ultimate authority with respect to all educational aspects of the Program and shall be responsible for the development and implementation of the educational curriculum for the Program. School's specific responsibilities with respect to this Agreement and the Externship shall include:
 - A. Overall orientation of Students to the Program and the Externship requirements and expectations;
 - B. To provide each Student participating in the Externship at the Facility with, prior to beginning the Externship; compliance education regarding both: (i) the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. 1320d, and any current and future regulations promulgated thereunder ("HIPAA"); and (ii) the heightened confidentiality obligations applicable to the Facility pursuant to the Confidentiality of Alcohol and Drug Abuse Patient Records, and any current and future regulations promulgated thereunder ("Part 2"). The training shall include: (i) a general overview of the privacy regulations; (ii) the duty to maintain the confidentiality of patient information; (iii) the heightened protections afforded to records subject to Part 2 (i.e., an explicit overview regarding how information that the Students may see

will be afforded even *greater* protections than HIPAA); (iv) the uses and disclosures that providers may make subject to HIPAA and Part 2 limitations; (v) patient rights under the privacy regulations; and (vi) the criminal, civil, and other ramifications that Students, the Facility, and the School will face if HIPAA or Part 2 are violated, including the potential expulsion of Student from the Program and the Externship. School will ensure the Students' compliance with the applicable information privacy laws, and ensure that Students' comply with applicable Facility policies regarding the same.

Upon request by Facility, School shall provide evidence of any or all participating Students' training;

- C. Provision of classroom theory and practical instruction to Students prior to their assignment to Facility for the Externship;
- D. Continuing oral and written communication with Facility regarding Student performance and evaluation, absences and assignment of Students;
- E. To assign only the number of Students mutually agreed upon by the Facility and the School. The Parties will mutually agree upon the dates, times, and clinical areas/Departments for Student placement in Externships;
- F. To maintain all education records and reports relating to its Students, and to comply with all applicable statutes, rules and regulations respecting the maintenance of and release of information from such records. The School acknowledges and agrees that the Facility will have no responsibility regarding such records and will accordingly refer all requests regarding such information to the School;
- G. To appoint a program director who will be responsible for the planning and supervision of Externships and coordinating activities between the School and the Facility;
- H. To ensure that Students are trained in compliance with OSHA Blood-Borne Pathogen Regulations prior to assignment to the Facility;
- I. To ensure that each Student engaged in Externships pursuant to this Agreement obtains and maintains health insurance;
- J. Subject to other provisions of this Agreement, assigning Students to the Program and to Externships at Facility;
- K. If required by the Requirements, ensuring that all Students assigned to Facility are properly licensed and provide documentation of licensure to Facility;
- L. At the reasonable request of Facility, removing a Student whose behavior is a threat or danger to Facility's personnel or patients or for exhibiting unprofessional behavior, as further outlined below in Section II.E. of this Agreement;
- M. Advising all Students that while participating in the Externship at Facility's facilities, they must comply with the policies, rules, regulations and procedures of the Facility, including information privacy and risk management policies, and all applicable certification and accreditation

standards, and ensuring the Students' compliance with the same. The School will ensure that each Student who participates in an Externship has been apprised of and signs "The Student Responsibilities Acknowledgement" which is attached hereto as Exhibit A and incorporated herein by this reference. Students may be required to sign other Facility forms/acknowledgments/agreements in order to participate in the Externship and/or access Facility's records system. School will maintain all executed copies of the Student Responsibilities Acknowledgement;

- N. To require that the School Students who are present at the Facility wear name badges which identify such Students as School personnel;
- O. The School will provide evidence of criminal background checks on all Students participating in the Externship;
- P. Advising all Students that they must be prepared to provide Facility with written verification of the immunization and vaccinations and diagnostic tests conducted in compliance with Facility's health policies and an overall health status report listing physical limitations, if any, and any other pertinent information in order to participate in the Externship. School shall ensure Students' compliance with the same. All such immunizations, vaccinations, and diagnostic tests shall be the financial responsibility of the Student;
- Q. To apprise the Facility of any condition of which it becomes aware, related to the health of its Students and other School personnel connected with the School's Program who perform duties on the Facility premises, which condition may have a bearing upon the individual's functioning in the assigned clinical environment, or upon the Facility's operation or quality of patient care, and upon receiving such notice, the Facility may withdraw the Student or clinical faculty member from the Externship;
- R. To ensure that Students assigned to the Facility under this Agreement are not Facility employees and are not entitled to any benefits of employees, including coverage by the Worker's Compensation Act. School agrees to inform its Students and instructors that they are not Facility employees and to obtain written verification signed by each one as to this understanding of their status;
- S. Agree that services over and above those needed by the Students in the achievement of their educational goals will not be expected by the Facility, neither shall any compensation be made to the School nor its Students for service given by Students during their clinical assignments; and
- T. The responsibilities of the Students include, without limitation: (i) to report for clinical experience as assigned; (ii) to assume costs of transportation, meals and laundry of uniforms; and (iii) to adhere to the rules, regulations, policies, procedures, and directives of the Facility, and to respect patient privacy.

II. **RESPONSIBILITIES OF FACILITY.** Facility shall have the following responsibilities:

- A. Provide an orientation to Facility for each Student assigned which instructs each Student with regard to his/her Facility responsibilities while assigned to Facility for the Externship, including

the rules, regulations and policies. Such orientation will include information privacy, HIPAA, and Part 2 training similar to that provided by School (as described in Section I (B) above).

- B. Provide a reasonable number of qualified medical professionals to supervise the Students' Externship experience while assigned to Facility and retain ultimate control and decision making authority with respect to patient care;
- C. Provide each Student with a mentor who shall have the responsibility to serve as an additional resource to the Student with respect to the Student's clinical education;
- D. Provide all reasonable accommodations necessary for the Externship of Students to satisfy the Requirements and to supervise the Externship component of the Students education, subject to review and approval as to educational issues by School;
- E. If the performance of a Student is at any time considered to be unsatisfactory or unprofessional, notify and provide documentation of such performance to School. A plan for corrective action will be determined by the School, in consultation with Facility. In addition, Facility may remove any Student from the Externship/its facilities if Facility determines in its reasonable discretion that such removal is reasonably necessary for patient and/or Facility staff safety, patient privacy, or to comply with any applicable Requirements. Nothing herein shall restrict Facility's right from immediately removing a Student from its premises where the Student poses an imminent threat to the health or safety or privacy of a patient, visitor, employee, or agent of Facility;
- F. Facility has the right to refuse to accept any Student who: (i) has previously been discharged for cause as an employee of Facility; (ii) was removed from or relieved of responsibilities for cause by Facility; or (iii) would not be eligible to be employed by Facility, if that were the case. The Facility will notify School in writing of its refusal to accept a Student and the basis therefore; and
- G. Maintain all necessary licenses for the operation of Facility and notify School of the results of any accreditation, licensing or certification which is probationary or in which approval is denied or removed.
- H. FACILITY must keep and maintain public records as defined in Chapter 119, Florida Statutes. Upon request from the Client's custodian of public records, FACILITY must provide the Client with a copy of the requested public records or allow the records to be inspected or copied within a reasonable time at a cost not to exceed that permissible under Chapter 119, Florida Statutes, or as otherwise provided by Florida Law. FACILITY may not disclose those records which are exempt or confidential pursuant to Florida Law. Upon completion of this Agreement, FACILITY shall transfer to Client all public records in its possession or shall keep and maintain such records for those periods required by Florida Law. If FACILITY transfers such records, it shall destroy any duplicate records which are confidential or exempt from disclosure. Client may unilaterally terminate this contract if FACILITY refuses to allow access to public records made or maintained by FACILITY in conjunction with this Agreement unless such records are exempt from Article 1 section 24 of the Florida Constitution and Chapter 119, Florida Statutes.

III. INFORMATION PRIVACY.

School and its Students agree and acknowledge that Facility may be subject to the Part 2 laws, which are considerably stricter and provide for more patient privacy protections than HIPAA. School and its Students acknowledge and agree that: (i) to the extent that they received, store, process, or otherwise deal with any patient records from the Facility, they will be fully bound by Part 2; and (ii) if necessary, they will resist in judicial proceedings any efforts to obtain access to patient records except as permitted by Part 2. To the extent that any disclosure is made to School or the Students under this Agreement pursuant to written patient consent, such information disclosed is still protected by Federal law, and School/Students may not make any further disclosure of the information unless permitted by applicable Federal law.

The parties agree that based upon and in reliance upon the representations, warranties and covenants set forth in this Section, School is not a "Business Associate" of Facility as defined in HIPAA. School represents, warrants and covenants that in the performance of this Agreement, School does not require and shall not request access to, nor attempt to access, any patient information of Facility (Students will, however, access such information in their Externship only). If School inadvertently comes in contact with patient information, it will keep such information confidential and not further access, use or disclose it. If School becomes a Business Associate, it agrees to sign Facility's then-current Business Associate Agreement.

Without limiting the foregoing, the Students of School and School shall respect the confidential nature of all information that they have access to, including but not limited to patients' health information provided to them orally, contained in patient medical records or maintained on the Facility's electronic system(s). The parties agree to comply with all applicable information privacy and security rules, including, without limitation, HIPAA and Part 2. The parties agree not to use or further disclose patient information, other than as permitted or required by applicable laws. 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 will cause its Students, to comply with Facility's policies regarding access to patient information, including but not limited to policies regarding proper use of computer assets and information security, as applicable.

These obligations will survive the termination or expiration of this Agreement.

IV. INDEMNITY.

School will defend, indemnify, reimburse, and hold Facility, its affiliates, parents, subsidiaries, and their respective directors, officers, agents, trustees, and employees harmless from and against any and all, whether direct or indirect, damages, claims, losses, demands, obligations, fines, debts, suits, actions, judgments, penalties, assessments, diminutions in value, settlements, expenses, and costs (including, without limitation, reasonable attorney's and expert's fees and expenses and costs associated with investigations) or legal and/or equitable proceedings, and liabilities imposed by law ("Damages") to the extent arising from or in connection with or related to or resulting from or otherwise attributable or related to or caused by: (i) any acts or omission taken by School or its agents solely as a function of the educational aspects of the Program; (ii) the acts or omissions of Students (unless taken at the direction of Facility or its agents), including, without limitation, any acts or omissions related to patient privacy; (iii) any claims or liability for wages, employee benefits, workers' compensation or unemployment compensation owed to Students, or payroll or related taxes or other governmental charges related to their Externship; and (iv) any breach by School or its Students of any provision of this Agreement.

Facility will defend, indemnify and hold harmless School, its affiliates, and their respective directors, officers, agents, trustees, and employees harmless from and against any and all Damages to the extent arising from or in connection with or related to or resulting from or otherwise attributable or related to or caused by: (i) the acts or omissions of Facility, including its staff, employees and agents; (ii) the negligent acts or omissions of Students taken at the direction of Facility or its agents; and (iii) any breach by Facility of any provision of this Agreement.

The foregoing indemnification obligations require that: (i) the indemnifying party notify the other party in writing within a reasonable period of time after becoming aware of such claim or potential culpability; (ii) the indemnifying party having primary control of the defense and all related settlement negotiations; and (iii) in the case of real or tangible property, limiting such indemnification and save harmless obligations to the cost of repair of such property or if repair is not practicable, to the replacement cost of such property. Failure of the foregoing obligations shall affect the indemnification obligation only to the extent such failure materially and adversely impacts the ability of the indemnifying party to successfully defend against the Damages. Any settlement of such claim or cause of action shall release the indemnified party fully, absolutely, and finally from any liability related to such cause of action. The indemnifying party shall use reasonable efforts to minimize, to the extent possible, publicity adverse to the indemnified party associated with any such settlement. The indemnifying party may not agree to a settlement which names the indemnified party as culpable absent the indemnified party's prior written consent.

In the event that the indemnifying party, in the reasonable judgment of the indemnified party, lacks the financial resources to adequately and timely defend such claim, or if the indemnifying party has indicated in writing its unwillingness to so defend such claim, or if the matter is related to patient information privacy, the indemnified party may defend and the indemnifying party shall reimburse, all costs related to such defense.

These indemnification obligations shall survive any termination or expiration of this Agreement.

- V. **PERFORMANCE OF SERVICES; STUDENT STATUS.** All Students participating in Externship at Facility shall be, at all times, unpaid externs without the expectation of or entitlement to compensation or benefits from either party. A School Student will not be deemed to be employee of the Facility for purposes of compensation, fringe benefits, worker's compensation, unemployment compensation, minimum wage laws, income tax withholding, Social Security, or for any other purposes, because of Student's participation in a Externship. Each Student is placed in an Externship to receive clinical experience as a part of his or her educational training; those duties that a Student performs are not performed as an employee of Facility, but in fulfillment of academic requirements, and such duties are performed under supervision. At no time will Students replace or substitute for any employee of the Facility. This provision will not be deemed to prohibit the employment of any such Student by the Facility under a separate employment agreement.
- VI. **CLINICAL SUPERVISION.** All clinical aspects of a Student's Externship at Facility will be under the direction and supervision of a member of Facility's staff. Although School is responsible for the overall direction and administration of the Program, School does not provide patient care and, as such, shall have no responsibility or liability for patient care.
- VII. **INSURANCE.** School shall secure and maintain at all times during the Term (as defined in Section VIII below), at its sole expense: (i) commercial general liability insurance covering itself

and its agents and employees and Students, at limits of at least \$1,000,000 per occurrence; (ii) professional liability insurance including medical malpractice and sexual molestation, covering itself, the Students, and its employees and agents, of at least \$1,000,000 per occurrence and \$3,000,000 aggregate, all on an occurrence basis; (iii) to the extent required by law, workers' compensation and employers' liability insurance covering itself, the Students, and its agents and employees; and (iv) Privacy and Network Security (Cyber Liability) loss arising out of or in connection with its, the Students, or its employees and/or agents loss or use or disclosure of patient/medical information, in a minimum amount of \$5 million per loss.

Facility shall secure and maintain at all times during the Term, at its sole expense: (i) commercial general liability insurance covering itself and its agents and employees at limits of at least \$1,000,000 per occurrence; (ii) professional liability insurance including medical malpractice and sexual molestation, covering itself and its employees and agents, of at least \$1,000,000 per occurrence and \$3,000,000 aggregate, all on an occurrence basis; and (iii) to the extent required by law, workers' compensation and employers' liability insurance covering itself, and its agents and employees.

The School will advise Students of the importance of obtaining and maintaining health insurance during their Externships.

Such coverages provided by School or Facility may be afforded via commercial insurance, self-insurance, a captive, or some combination thereof. Such insurances shall not be cancelable except upon 30 days' prior written notice to the other party. Such coverages shall be primary and non-contributory. Upon request, either party shall provide certificates of insurance evidencing such coverages.

Facility will be added as an additional insured to the School's insurance policies.

VIII. RECORDS. All records pertaining to professional services rendered by Students to Facility patients or clients shall remain the sole property, and in the custody, of Facility. School and its Students will refer all requests for records to Facility.

IX. TERM. A one year period, unless earlier terminated as follows:

- A. The parties may terminate this Agreement at any time by mutual written consent and such termination shall be effective upon the date stated in the consent.
- B. Either party may terminate this Agreement without cause at any time upon not less than 90 days prior written notice.
- C. This Agreement may be immediately terminated if: (i) School's licenses, accreditations or certifications required to operate the Program are terminated or revoked or any material disciplinary action is taken against School by an accreditation or regulatory agency; or (ii) Facility's licenses, accreditations or certifications required to operate Facility are terminated or revoked or any material disciplinary action is taken against Facility's by an accreditation or regulatory agency.
- D. Either party shall have the right to terminate this Agreement for cause, upon not less than thirty (30) days' notice upon the violation by another party of any material provision of this Agreement provided that, following receipt of written notice by the other party specifying such

violation with reasonable particularity, such violation is not cured prior to the effective date of termination stated in such notice.

E. Notwithstanding anything contained herein to the contrary, other than pursuant to Sections IX(C) and IX (D) above, the termination of this Agreement shall not be effective with regard to Students participating, at the time of such termination, in an Externship until all such Students have completed or otherwise discontinued participation in such Externship.

X. **CONFIDENTIALITY.** Each party hereto recognizes and acknowledges that, by virtue of entering into this Agreement and fulfilling the terms of this Agreement, such party may have access to certain information of the other party that is confidential and constitutes valuable, special and unique property of such other party ("Confidential Information"). Each party agrees that it will not, and it shall instruct its respective employees and agents to not, at any time (either during or subsequent to the term of this Agreement), disclose to others, use, copy or permit to be copied, without the express prior written consent of the other party, except in connection with the performance of duties hereunder, any Confidential Information, including, without limitation, information which concerns patients, Students, costs, or treatment methods and which is not otherwise available to the public.

As used throughout this Agreement, the term "Confidential Information" shall not include any information which is or becomes part of the public domain other than due to a breach of this Agreement by the party obligated hereunder to maintain its confidentiality.

XI. **ACCESS TO BOOKS AND RECORDS.** To the extent that Section 952 of the Omnibus Reconciliation Act of 1980 (the "Act") and the regulations promulgated thereunder are applicable to this Agreement, School and the organizations related to it, if any, performing any of the duties pursuant to this Agreement valued at Ten Thousand Dollars (\$10,000) or more in any twelve (12)-month period shall, until four (4) years after the furnishing of services pursuant to this Agreement, comply with requests by the Comptroller General, the Secretary of the Department of Health and Human Services, and their duly authorized representatives for access (in accordance with Section 952 of the Act) to any contract or agreement between School and Facility for services and to any contract or agreement between School and such related organizations, as well as the books, documents and records of School and its related organizations, if any, which are necessary to verify the cost of the services provided. School shall promptly advise Facility of such request, and shall promptly provide to Facility copies of any documents so provided. Neither party shall be deemed to have waived any attorney-client or work-product privilege by virtue of this Section.

XII. **CORPORATE RESPONSIBILITY.** The School acknowledges that the Facility has in place a Corporate Responsibility Program ("CRP") which has as its goal to ensure that the Facility complies with federal, state and local laws and regulations. The CRP focuses on risk management, the promotion of good corporate citizenship, including the commitment to uphold a high standard of ethical and legal business practices, and the prevention of misconduct. The School acknowledges the Facility's commitment to Corporate Responsibility and agrees to conduct all business transactions which occur pursuant to this Agreement in accordance with the underlying philosophy of Corporate Responsibility adopted by the Facility. The School further agrees to disclose immediately any proposed or actual debarment, exclusion or other event that makes the School ineligible to participate in Federal health care programs or Federal procurement or non-procurement programs.

- XIII. SECTION 6032 OF THE DEFICIT REDUCTION ACT ("DRA") OF 2005.** If School furnishes, or otherwise authorizes the furnishing of, Medicaid health care items or services, performs billing or coding functions, or is involved in the monitoring of health care for the Customer, pursuant to Section 6032 of the Deficit Reduction Act of 2005 relating to "Employee Education About False Claims Recovery," School hereby agrees to abide by Customer's policies required by said law, insofar as they are relevant and applicable to School's work performed on behalf of Customer, including participation in reviews or audits of claims or services, and agrees to make such policies available to School's personnel involved in the performance of such work.
- XIV. EXCLUDED PROVIDER.** School represents and warrants that neither it, nor its Students, nor anyone else who functions at or with the School with respect to this Agreement (collectively referred to in this paragraph as "employees") has been or is about to be excluded from participation in any Federal Health Care Program (as defined herein). School agrees to notify Facility within five (5) business days of School's receipt of notice of intent to exclude or actual notice of exclusion from any such program. The listing of School or any of its Students on the Office of Inspector General's exclusion list (OIG website), the General Services Administration's Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs (GSA website) for excluded individuals or entities, any state Medicaid exclusion list, or the Office of Foreign Assets Control's (OFAC's) blocked list shall constitute "exclusion" for purposes of this paragraph. In the event that School or any of its Students is excluded from any Federal Health Care Program or placed on the OFAC's blocked list, it shall be a material breach and this Agreement shall immediately terminate without penalty to Facility, unless Facility elects in writing to continue this Agreement. For the purpose of this paragraph, the term "Federal Health Care Program" means the Medicare program, the Medicaid program, TRICARE, any health care program of the Department of Veterans Affairs, the Maternal and Child Health Services Block Grant program, any state social services block grant program, any state children's health insurance program, or any similar program.
- XV. NON-TEACHING PATIENTS.** No provision of this Agreement will prevent any patient of the Facility from requesting to not be a teaching patient or prevent any member of the medical staff from designating any patient as a non-teaching patient.
- XVI. INDEPENDENT CONTRACTOR RELATIONSHIP.** No party hereto shall have the right to bind the other, to transact any business in any other party's name, or to make any promises or representations on behalf of any other party. The parties expressly agree that, although Students will be considered a part of Facility's "Workforce" for the purposes of HIPAA, the nature of the Parties' relationship is that of independent contractors, and not that of employer and employee, partners, joint ventures, agent, servant, or any other relationship. In no event shall any party be liable for the debts or obligations of the other. Each party is responsible only for its own and its agent's conduct.
- XVII. CONSIDERATION.** As consideration hereunder, the Parties are participating in this Agreement as part of each of their applicable charitable and educational purposes, and as such, there will be no monetary consideration paid by either party. The Facility will have the sole right to bill and collect for its services provided in the execution of this Agreement.
- XVIII. SOLE BENEFIT.** This Agreement is intended solely for the mutual of parties hereto, and there is no intention, express or implied, to create any rights or interests for any party or person other than the Facility and the School; without limiting the generality of the foregoing, no rights are intended

EXHIBIT A

STUDENT RESPONSIBILITIES ACKNOWLEDGEMENT

As a student participating in an externship at Greenleaf Center, LLC (hereinafter referred to as "Facility"), I have reviewed and agreed to the following the rules, regulations, and policies:

1. I will follow all administrative rules, regulations, policies, standards, directions and practices of the Facility. I understand that I may be required to sign further agreements and/or acknowledgments to gain access to Facility.
2. I will maintain the confidentiality of medical records and patient information in strict compliance with Facility's policies and the law.
 - a. I understand that, in addition to other information privacy laws, Facility patients will have their information protected by: (i) the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. 1320d, and any current and future regulations promulgated thereunder ("HIPAA"); and (ii) the heightened confidentiality obligations applicable to the Facility pursuant to the Confidentiality of Alcohol and Drug Abuse Patient Records, and any current and future regulations promulgated thereunder ("Part 2"). In particular, I understand that records under Part 2 are afforded heightened protections which are greater than the protections given by HIPAA, and Facility's and my uses and disclosures are not as broad as they are under HIPAA.
 - b. I agree and acknowledge that: (i) to the extent that I received, store, process, or otherwise deal with any patient records from the Facility, I will be fully bound by Part 2; and (ii) if necessary, I will resist in judicial proceedings any efforts to obtain access to patient records except as permitted by Part 2.
 - c. I understand that if I violate HIPAA or Part 2, there will be CRIMINAL, civil, and other ramifications, which will include, without limitation, my potential expulsion from my school program and the Facility externship.
 - d. To the extent that any disclosure is made to me pursuant to written patient consent, such information disclosed is still protected by Federal law, and I understand that I may not make any further disclosure of the information unless permitted by applicable Federal law.
3. I will obtain prior written approval of both the Facility and the School to publish any material relating to my Externship.
4. Before my Externship begins and if requested by the Facility, I will submit to and report to Facility, physical exams, tests, vaccinations, and immunizations, including vaccines and disease testing, all as determined or requested by the Facility as being necessary.

5. Before my Externship begins and if requested by the Facility, I will submit to a drug screen, criminal history, and/or government excluded provider investigation to participate in the Externship.
6. I will supply the Facility evidence of my U.S. citizenship or appropriate student visa.
7. I will be responsible for the costs of any medical treatment that I may receive at the Facility.
8. I will provide my own appropriate uniforms and will follow all applicable dress codes.
9. I will provide for my own transportation to and from the Facility, and other expenses, including meals.
10. I will report to my assigned supervising clinical preceptor on time, including returning from any breaks or meals.

I have read the rules, regulations, and policies listed above and voluntarily agree, as a condition of my participation in the Externship, to abide by them. I understand that my failure to do so may result in my removal from the Externship. I also understand that I will in no way be considered to be a servant, agent, or employee of the Facility, and I will not be entitled to any compensation, fringe benefits, worker's compensation, or any other rights which may be offered to employees of the Facility.

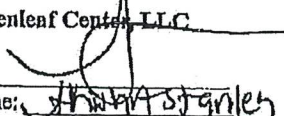
Student Signature

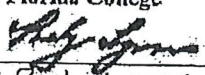
Print Student Name: _____; Date: _____

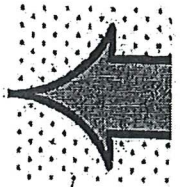
to be created for any patient, Student, parent or guardian of any Student, employer, or prospective employer of any Student.

- XIX. OTHER AFFILIATIONS.** The parties agree that either party may enter into agreements for educational experiences with other institutions at any time.
- XX. RESPONSIBILITY.** Each Party shall be responsible for damages that result from its own employes, agents and representatives, Students being considered agents of the School and their acts are the responsibility of the School.
- XXI. NON-DISCRIMINATION.** There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, sexual orientation, veteran status, disability or other legally protected classification in either the selection of Students, or as to any aspect of the Externship training; provided, however, that with respect to disability, the disability must not be such as would, even with reasonable accommodation, in and of itself preclude a Student's effective participation in the externship.
- XXII. ASSIGNMENT.** No party may assign this Agreement or any interest herein or subcontract its obligations hereunder, without the prior written consent of the other party.
- XXIII. WAIVER.** No waiver of any provision of this Agreement shall be effective unless in writing and signed by the Party to be charged. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such breach.

IN WITNESS WHEREOF, the parties hereto, duly authorized, will indicate their acceptance of this Agreement by affixing their signatures to this Agreement.

Greenleaf Center, LLC
By: 
Name: Howard Stanley
Title: CEO

North Florida College
By: 
Name: Ricky Lyons
Title: Board Chair



MEMORANDUM OF AGREEMENT
BETWEEN
THE DISTRICT BOARD OF TRUSTEES OF
NORTH FLORIDA COLLEGE
AND
MADISON COUNTY SCHOOL BOARD

THIS AGREEMENT, made and entered into this 1st day of March, 2026, by and between the DISTRICT BOARD OF TRUSTEES OF NORTH FLORIDA COLLEGE, 325 NW Turner Davis Drive, Madison, Florida, 32340-1610, hereinafter referred to as the "College" and MADISON COUNTY SCHOOL BOARD, 210 N.E. Duval Street, Madison, Florida, 32340, hereinafter referred to as the "Agency".

WITNESSETH:

WHEREAS, the College offers an approved program of study in Nursing, Emergency Medical Services, and other Allied Health Programs; and

WHEREAS, the College desires that its students obtain clinical and/or laboratory experience in Comprehensive Nursing, Emergency Medicine, and Allied Health Services; and

WHEREAS, the Agency desires to cooperate with the College in implementing the above stated objective.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the Agency and the College, by their duly constituted and authorized officers, agree as follows:

Students enrolled in the above-named programs and the faculty at the College may use the various departments of the Agency for clinical and/or laboratory practice. The number of students, hours and the specific dates when the students of the College will be utilizing the various departmental facilities of the Agency will be established and agreed upon by both parties in advance of the specific session. Learning experiences with the Agency in the clinical and/or laboratory will be determined by the faculty of the College in cooperation with the Agency. Instruction under the programs shall be at all times agreed to by the parties to this contract. Students shall be selected for the programs by the College and under the programs shall not exceed the teaching capabilities of the Agency.

Faculty members will attend orientation at the Agency. The Agency can require the College to withdraw a faculty member or student from its facilities whose conduct or work with patients or personnel is not, in the opinion of the administration of said Agency, in accordance with acceptable standards of performance.

Responsibility for the patients and/or customers shall at all times remain with the Agency.

Neither the College nor the Agency will discriminate in its employment practices or admission of students on the basis of race, color, religion, age, sex, marital status or national origin, nor will either discriminate against any qualified handicapped individual.

RESPONSIBILITIES OF THE AGENCY:

1. To share in the responsibility for the education of the College's students in the Allied Health Programs through the cooperation and assistance of its staff and employees along with the faculty and students of the College.
2. To provide for opportunities for observation and practice experience in the laboratory, and in selected departments of the Agency. It is understood by the Agency that students will be allowed to have practice experience only after the instructor has verified the student's capability.
3. To make available to faculty and students of the College the use of its facilities the same as to its own personnel.
4. To make available whenever possible to faculty and students of the College its facilities and services in the planned learning experiences of the aforementioned programs.
5. To provide conference and meeting rooms as required and needed, if available and not being used for other purposes by the Agency.
6. To include faculty members of the programs in their staff meetings when policies to be discussed affect or directly relate to the program.
7. To provide access to faculty and students for emergency medical care in case of illness or accidents incurred while on duty in the Agency, with the understanding that students will not be eligible for worker's compensation, and medical expenses incurred will be the responsibility of the students.
8. To assume responsibility for the supervision of assigned programs students during the performance of clinical practice and/or internship. The Agency will provide direct supervision of students.
9. To provide necessary feedback and evaluation of assigned programs students utilizing the specified evaluative tool as prescribed, and communicate to academic faculty and student deficiencies or needs for remediation.
10. To employ routine measures to ensure a safe, legal and ethical practice environment for college faculty and students.

RESPONSIBILITIES OF THE COLLEGE:

1. To use proper Agency channels to make plans for observation and practice experience.
2. To comply with current policies and procedures of the Agency, including all applicable legislation and regulation.
3. To maintain standards of the program as recommended and prescribed by all governing bodies and accrediting agencies regulating the programs.
4. To comply with and require, if necessary, physical examinations, chest x-rays and certain immunizations as deemed necessary by the Agency or other such authority relative to the programs prior to entrance upon premises under the programs.
5. To employ qualified employees in the program as administrators and instructors. The College agrees to be responsible for interpreting the objectives of the programs to the students and consulting with administrative personnel of the Agency in advance about use of the various facilities.
6. To be responsible for the educational supervision of students in the programs.
7. Select students for the programs, while ensuring that the number of students in the programs does not exceed the teaching capabilities of the Agency.
8. To verify each student's capability for practical experience before assigning students to clinical laboratory practice at the Agency.
9. Maintain individual records of student competency in classes and practicum, and student health.
10. Maintain strict confidentiality regarding all patient and/or customer-centered information.
11. Prepare any rotational plans for services to be used for experiences and to secure the approval of this plan from the Agency prior to commencement of educational programs at the facilities. Major changes in rotation plans will not be effective until such time as they shall be approved by the Agency.
12. Have on file at the College the results of a background check which satisfies the requirements of a Level II criminal background check as prescribed in Ch. 435, F. S. through the Florida Crime Information Center (FCIC) and National Crime Information Center (NCIC) for each student prior to assignment at the Agency's facilities.
13. Maintain discipline among students and faculty.

RESPONSIBILITIES/RIGHTS OF THE STUDENT:

1. The student will provide the results of a drug screen to the programs coordinator prior to beginning clinical practicum and/or internship.
2. The student will be punctual in attendance in accordance with the times scheduled by the College and/or Agency.
3. The student will maintain strict confidentiality regarding all patient or agency centered information in accordance with the requirements of the Health Insurance Portability and Accountability Act.
4. The student will treat all agency personnel, patients, constituents and visitors with dignity, respect, and courtesy.
5. The student will abide by all applicable policies and procedures as set forth by the College and/or Agency.
6. The student will provide timely notification of impending tardiness and/or absence to the appropriate staff of the College and Agency.
7. The student will provide written/oral assignments, presentations or reports as directed and assigned by the College and/or Agency Instructional Personnel.
8. The student will be treated with mutual dignity, courtesy and respect by Agency personnel.
9. The student will have immediate access to a supervising instructor during the clinical practicum and/or internship.
10. The student may request and be entitled to a conference with the Instructor, and/or Program Coordinator.
11. The student is entitled to periodic performance assessment, necessary privacy, confidentiality and non-discrimination.

GENERAL CONDITIONS:

1. The Agency and the College expressly agree that all faculty and students under the programs shall remain employees or students of the College. The College agrees that it will never act or represent it is acting as an agent of the Agency or incur any obligations on the part of the Agency without first obtaining the express written authority of the appropriate Agency official. The Agency agrees that it will not be responsible for any salaries, taxes or insurance of the College faculty, agents or students.

2. No alterations, modification, or variation of the terms of this agreement shall be valid unless made in writing and signed by both parties hereto.
3. The Agency and College agree that executed copies of this agreement shall be placed on file with the Administrator of the Agency and the Director of Allied Health Programs, North Florida College.
4. The College agrees to provide and maintain liability insurance in the amount of \$2,000,000/\$5,000,000 for all students and faculty members in the performance of their duties and responsibilities at the Agency. Such insurance shall cover all causes of action, claims, demands, liabilities, losses, damages, judgments or expenses, including costs and attorney's fees arising out of any negligent acts or omissions of the College, its students, and/or faculty in connection with and pursuant to this Memorandum of Agreement. The College shall provide a certificate of insurance to the Agency evidencing such insurance coverage if required by the Agency. The College will notify the Agency if any changes occur.
5. Each party is responsible for personal injury and property damage attributable to the negligent acts or omissions of the party and the officers, employees and agents thereof acting within the scope of their employment, subject to the application of, and limitations in, Section 768.28, Florida Statutes. Nothing herein shall be construed as an indemnity or a waiver of either party's sovereign immunity, beyond that provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims, nor shall any language herein be construed to impose liability on either party for which it would not otherwise by law be responsible.

This Agreement shall become effective upon the date of signature of both parties and shall be renewed annually, every two years, or X every three years unless either party requests a change or termination thereof.

This Agreement may be terminated at any time by either party hereto, with or without cause upon sixty (60 days) written notice to the other party, provided that students currently enrolled in the program shall be permitted to complete the course.

Any notice required or permitted to be given under this agreement shall be sufficient if in writing and sent by certified mail to either of the parties. Notice shall be effective upon compliance with this section.

Signed and sealed in the
Presence of:

Tammy Richards

Signed and sealed in the
Presence of:

Madison County School Board

By: Carol Gibson
(Administrator/President)

The District Board of Trustees of
North Florida College

Ricky Lyons, Chairman

Dr. Jennifer Page, President
North Florida College

David Dunkle,
Dean of Workforce and Economic
Initiatives/CAO

SCHOOL AFFILIATION AGREEMENT

THIS SCHOOL AFFILIATION AGREEMENT (this "Agreement") is made as of July 1, 2026, the "Effective Date") by and between North Florida College ("School) and Tallahassee Medical Center Inc., d/b/a HCA Florida Capital Hospital ("Hospital"). School and Hospital may be referred to herein individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, School is a public institution governed by the Florida Board of Governors that enrolls students in an accredited degree program in the field of Nursing, Emergency Medical Services and other Allied Health Programs (the "Degree Program");

WHEREAS, Hospital operates a comprehensive acute-care medical-surgical hospital located at 2626 Capital Medical Blvd., Tallahassee, FL 32308 (the "Facility");

WHEREAS, School desires to provide up to 30 students per year enrolled in the Degree Program a clinical learning experience through the application of knowledge and skills in actual patient-centered treatment situations in a health care setting; and

WHEREAS, Hospital will make the Facility available to School for such clinical learning experience, subject to the terms and conditions of this Agreement.

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

1. RESPONSIBILITIES OF SCHOOL.

- (a) **Clinical Program.** School will develop, implement and operate the clinical learning experience component of the Degree Program at the Facility in a form and format acceptable to Hospital ("Clinical Program"). School may modify the Clinical Program from time to time with Hospital's permission and will promptly incorporate reasonable changes to the Clinical Program requested by Hospital from time to time. With respect to the Clinical Program, School will:
 - (i) ensure the adequacy of Degree Program resources, including up-to-date reference materials, and the academic preparation of students enrolled in the Degree Program, including theoretical background, basic skills, professional ethics, and attitude and behavior, for participation in the Clinical Program and will assign to the Clinical Program only those students who have demonstrated the ability to successfully participate in the Clinical Program (each a "Participating Student");
 - (ii) advise each Participating Student, Degree Program faculty and other School representatives onsite at the Facility for purposes related to the Clinical Program ("**Program Participant**") to attend training and orientation with respect to applicable Hospital policies and procedures prior to the commencement of each Clinical Program rotation during the Term (each a "Rotation");
 - (iii) provide training for Hospital's representatives who will support the Clinical Program regarding Clinical Program features and expectations, and Participating Student evaluations, as requested by Hospital from time to time;
 - (iv) identify to Hospital each Program Participant who will participate in a Rotation as soon as that information is reasonably available to School;

- (v) require Program Participants to comply with applicable laws and Hospital policies and procedures when onsite at the Facility;
- (vi) require Program Participants to treat Hospital patients, staff and Clinical Program supervisors with courtesy and respect and do not disrupt Facility operations or the provision of health care services for Hospital's patients;
- (vii) timely prepare and update with input from Hospital Rotation schedules for each Participating Student throughout each Rotation and coordinate the same with Hospital;
- (viii) advise Participating Students to arrive early for each scheduled Rotation, except when a Participating Student is ill or attending to a personal emergency;
- (ix) provide continuing oral and written communication with Hospital regarding Participating Student Clinical Program performance and evaluation and other pertinent information;
- (x) participate and ensure that Program Participants participate in Hospital's Quality Assurance and related programs;
- (xi) participate and require Program Participants to participate in Hospital training as determined necessary by Hospital from time to time; and
- (xii) promptly perform additional duties to facilitate operation of the Clinical Program as may be deemed reasonable or necessary by Hospital from time to time.

(b) **Responsibility.**

- (i) School will retain ultimate responsibility for the appointment of faculty from the Degree Program to support the Clinical Program. When Participating Students are supervised in connection with the Clinical Program while on site at Hospital by licensed healthcare professionals who are not employed by Hospital or its affiliates, School represents and warrants that it (including its affiliate) will not compensate any such faculty for their services provided to School in connection with the Clinical Program except in a manner that is consistent State and Federal law.
- (ii) School will retain sole responsibility for offering and administering the Degree Program, including, but not limited to, budgetary considerations, faculty appointments, admissions, financial aid, academic instruction, curriculum content, pedagogy, and the requirements of matriculation, grading, and graduation.
- (iii) Without limiting the foregoing, all Program Participants shall be accountable to the Hospital's Administrator while onsite at the Facility.
- (iv) School will address all Program Participant complaints, claims, requests and questions regarding the Clinical Program. If necessary, School's Program Representative will follow-up with Hospital's Program Representative to address unresolved issues.
- (v) School will obtain prior signed and dated written consent that complies with 34 C.F.R. 99.30 from each Participating Student (or the parent of the student, if the student is not deemed an "eligible student" under 34 C.F.R. 99.30) before disclosing personally identifiable information from the student's education records to Hospital to the extent that access to such information is required by Hospital to carry out the Clinical Program. If Participating Student notifies School that they revoke said consent, School shall immediately notify Hospital and the revocation shall become effective immediately upon such notice as applicable to any decisions after that date.

- (c) **Compliance with Program Requirements.** School acknowledges that compliance by School and each Program Participant with the terms and conditions of this Agreement and Hospital policies and procedures is a condition precedent to Program Participant access to the Facility. Non-compliance or partial compliance with any such requirement may result in an immediate denial of access or re-access to the Facility.
- (d) **Dress Code.** School will cause Program Participants to conform to reasonable personal appearance standards imposed by Hospital and wear ID badges as requested by Hospital from time to time. School will cause Program Participants to pay for their own meals at the Facility. School acknowledges and will regularly inform Program Participants that Hospital is not responsible for personal items lost or stolen at the Facility.
- (e) **Use of the Facility.** School will ensure that Program Participants use the Facility solely for the purpose of providing to Participating Students clinical learning experience pursuant to the Clinical Program.
- (f) **Records.** School will cause each Program Participant to timely complete and save in Hospital's systems as directed by Hospital accurate records of all services provided by the Program Participant to a Hospital patient ("Records"). All Records are and will remain the property of Hospital, subject to the rights of patients with respect to such records and to the terms of applicable law. Hospital will provide to School a copy of Records for all lawful purposes, including defense of liability claims.
- (g) **Program Participants.** School will provide to Hospital information regarding each Program Participant, including health examination and immunization records, documentation attesting to the competency of Degree Program faculty (e.g., state licensure, board certification in the relevant Specialty, etc.) and background checks and drug screens as determined reasonably necessary in Hospital's discretion from time to time.
- (h) **Program Participant Statements.** School shall require each Participating Student and, at Hospital's request, each Program Participant to sign 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 prior to each non-consecutive Rotation.
- (i) **Liability Insurance.** School shall obtain and maintain occurrence-type general and professional liability insurance coverage in amounts not less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) annual aggregate per Program Participant, with insurance carriers or self insurance programs approved by Hospital and covering the acts and omissions of Program Participants. If such coverage is provided on a claims-made basis, then such insurance shall continue throughout the Term and upon the termination or expiration of this Agreement, School shall purchase tail coverage for a period of three years after the termination or expiration of this Agreement (said tail coverage shall be in amounts and type equivalent to the claims-made coverage). School shall further, at its expense, obtain and maintain for the Term workers' compensation insurance and unemployment insurance for School-employed Program Participants. School will notify Hospital at least thirty (30) calendar days in advance of any cancellation or modification of insurance coverage required hereunder and shall promptly provide to Hospital, upon request, certificates of insurance evidencing the above coverage.

Notwithstanding the foregoing, if the School is a public entity entitled to governmental immunity protections under applicable state law, then the School shall provide occurrence-based liability coverage in accordance with any limitations associated with the applicable law; but the School shall provide such insurance with limits of at least \$1,000,000 per occurrence and \$3,000,000 annual aggregate in the event governmental immunity protections are determined by a court of competent jurisdiction to not apply. Nothing in this agreement is intended to be construed

or interpreted as (1) denying either School or Hospital any remedy or defense available to it under state laws; (2) the consent of the State where School is located or any of its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the State or the School beyond any waiver explicitly stated in state statutes.

- (j) **Health of Program Participants.** School will advise Program Participants that no Program Participant will be permitted to attend the Clinical Program until he or she submits to a medical examination acceptable to Hospital.

School will require each Program Participant to maintain health insurance and provide proof of health insurance to the School prior to participating in the Clinical Program. School will cause Program Participants to provide to Hospital proof of health insurance as requested by Hospital from time to time.

School will ensure that each Participating Student furnishes to Hospital prior to each non-consecutive Rotation a complete copy of the following health records (Participating Students will not be allowed to access the Facility until all records are provided):

- (i) Tuberculin risk assessment, symptom screening and Interferon-Gamma Release Assay or Tuberculin Skin Test performed prior to the first day of the rotation or documentation as a previous positive reactor;
 - (ii) Proof of Rubella and Rubeola immunity by positive antibody titers or two (2) doses of MMR;
 - (iii) Proof of Varicella immunity, by positive history of chickenpox or Varicella immunization;
 - (iv) Proof of Influenza vaccination during the flu season, October 1 to March 31, (or dates defined by CDC). If the Program Participant declines the Influenza vaccination, he/she must comply at all times with Facility's Communicable Disease Protection policy; and
 - (v) Proof of Hepatitis B immunization or declination of vaccine, if patient contact is anticipated.
 - (vi) Proof of completed vaccination for COVID-19 or exemption for religious or medical reasons or as otherwise compliant with applicable Hospital policy.
- (k) **Performance.** All faculty provided by School to support the Clinical Program shall be faculty members of the Degree Program, duly licensed, certified or otherwise qualified to support the Clinical Program in the capacity proposed by School. 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 non-conflicting 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.

- (l) **Background Checks.**

- (i) School will ensure that each Program Participant obtains prior to each non-consecutive Rotation a background check acceptable to Hospital, including, at a minimum, the following:

A. Social Security Number Verification;

- B. Criminal Search (7 years or up to 5 criminal searches);
 - C. Violent Sex Offender and Predator Registry Search;
 - D. HHS/OIG List of Excluded Individuals;
 - E. GSA List of Parties Excluded from Federal Programs;
 - F. U.S. Treasury, Office of Foreign Assets Control (OFAC), List of Specially Designated Nationals (SDN); and
 - G. Applicable State Exclusion List, if available.
- (ii) Background Checks for Program Faculty, if School provides Faculty on site, who will be treating patients in the Facility shall include all of the above, and the following:
- A. Education verification (highest level);
 - B. Professional license verification;
 - C. Certifications & Designations check;
 - D. Professional Disciplinary Action search;
 - E. Department of Motor Vehicle Driving History, based on responsibilities; and
 - F. Consumer Credit Report, based on responsibilities.
- (iii) School shall provide to Hospital an *Attestation of Satisfactory Background Investigation* in the form attached hereto as Exhibit C prior to each non-consecutive Rotation. If the background check discloses adverse information about a Participating Student, School shall immediately remove the student from the Clinical Program. School further agrees to an annual compliance audit of background checks, if requested by Hospital and approved by any Program Participant pursuant to the Fair Credit Reporting Act (FCRA).
- (m) **Drug Testing.** School will ensure that each Program Participant obtains prior to each non-consecutive Rotation a drug test acceptable to Hospital, including, at a minimum, the following:
- (i) Substances tested prior to placement at the Hospital must at a minimum include amphetamines, barbiturates, benzodiazepines, opiates, methadone, marijuana, and cocaine.
 - (ii) A Program Participant may be required to undergo additional drug and alcohol testing upon reasonable suspicion that the Program Participant has violated Hospital's policies, and after any incident that involves injury or property damage.

Hospital shall not bear the cost of any such tests. Should the testing disclose adverse information as to any Program Participant, Hospital shall have no obligation to accept that Program Participant at the Hospital. To the extent that any Program Participant violates the policy for drug or alcohol abuse after placement at the Facility, or refuses to cooperate with the requirement for a search or reasonable suspicion and reportable accident testing, then the Facility may immediately remove the Program Participant from participation in the Program at the Facility.

- (n) **Student Documentation.** School will maintain all documentation required to evidence compliance by each Program Participant with the terms and conditions of Subsections 1(g)-(m) of this Agreement during the Term and for at least ten (10) years following expiration or termination of this Agreement.
- (o) **Access to Resources.** The School shall ensure that its department heads have authority to ensure faculty and Participating Student access to appropriate resources for the Participating Students' education.
- (p) **Approval and Authorization.** Hospital's willingness to enter into this Agreement and provide clinical opportunities to Participating Students is conditioned on School having obtained and maintaining all requisite institutional, regulatory, and accreditor approvals or authorizations necessary to offer the Degree Program. Moreover, it is conditioned on School's adherence to all applicable federal, state, and local laws and regulations. In the event that School's status changes with respect to any approval or authorization necessary to offer the Degree Program, School will notify Hospital within ten (10) business days.

2. RESPONSIBILITIES OF HOSPITAL.

- (a) Hospital will make Facility access reasonably available to Program Participants and reasonably cooperate with School's orientation of all Program Participants to the Facility. Hospital shall provide Program Participants with access to appropriate clinical experience resources for the Clinical Program. Hospital shall provide reasonable opportunities for Participating Students 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 at all times retain ultimate control of the Hospital and responsibility for patient care and quality standards.
- (b) Upon the request of School, Hospital shall assist School in the evaluation of each Participating Student's performance in the Clinical Program. Any such evaluations shall be returned to School in a timely manner. However, School shall at all times remain solely responsible for the evaluation and education of Participating Students.
- (c) Hospital will ensure that the Facility complies with applicable state and federal workplace safety laws and regulations. In the event a Participating Student is exposed to an infectious or environmental hazard or other occupational injury (i.e., needle stick) while at the Facility, it shall provide, upon notice of such incident from the Participating Student, such emergency care as is provided its employees, including, where applicable: examination and evaluation by Facility's emergency department or other appropriate department as soon as possible after the injury; emergency medical care immediately following the injury as necessary; initiation of the HBV, Hepatitis C (HCV), and/or HIV protocol as necessary; and HIV counseling and appropriate testing as necessary. In the event that the Facility does not have the resources to provide such emergency care, Facility will refer such student to the nearest emergency facility. School acknowledges that Hospital is not and will not be financially responsible for a Program Participant's medical care or treatment regardless of the Program Participant's condition or injury or cause of injury whether occurring at the Facility or otherwise and regardless of fault or cause of injury.
- (d) Upon reasonable request, Hospital will provide proof to School that Hospital maintains liability insurance in an amount that is commercially reasonable.
- (e) Hospital will provide written notification to School if a claim arises involving a Program Participant. Both Hospital and School agree to share such information in a manner that protects such disclosures from discovery to the extent possible under applicable federal and state peer review and joint defense laws.
- (f) Hospital will resolve any situation in favor of its patients' welfare and may restrict a Participating

Student to the role of observer when necessary in Hospital's discretion. Hospital will notify School's Program Representative (defined below) when such action has occurred.

- (g) Upon reasonable notice from School, Hospital will make the Facility reasonably available for inspection during normal business hours by organizations that provide or may provide academic accreditation for the Degree Program. Such inspections must be accompanied at all times by a Hospital representative and are contingent upon receipt by Hospital of executed agreements that Hospital believes are reasonably necessary or convenient to protect the confidentiality and security of Hospital's information. School will promptly reimburse Hospital for all direct costs incurred by Hospital in connection with such accreditation inspections.
- (h) Hospital shall provide Program Participants with access to and Participating Students with required training in the proper use of electronic medical records or paper charts, as applicable.
- (i) Hospital shall provide student security badges or other means of secure access to Facility patient care areas.
- (j) Hospital shall provide Program Participants with computer access, and access to call rooms, if necessary.
- (k) Hospital shall provide secure storage space for Participating Students' personal items when at the Facility.
- (l) Hospital shall provide qualified and competent staff members in adequate number for the instruction and supervision of students using the Facility.
- (m) Hospital shall maintain the confidentiality of information it receives from School about a Participating Student in a manner consistent with Hospital's policies regarding confidentiality of employee records.

3. MUTUAL RESPONSIBILITIES. The Parties shall cooperate to fulfill the following mutual responsibilities:

- (a) Each Party will identify to the other Party a Clinical Program representative (each a "Program Representative") on or before the execution of this Agreement. School's Program Representative shall be a faculty member who will be responsible for Participating Student teaching and assessment provided pursuant to this Agreement. Each Party will maintain a Program Representative for the Term and will promptly appoint a replacement Program Representative if necessary to comply with this Agreement. Each Party will ensure that its Program Representative is reasonably available to the other Party's Program Representative.
- (b) School will provide qualified and competent Degree Program faculty in adequate number for the instruction, assessment and supervision of Participating Students at the Facility.
- (c) Both School and Hospital will work together to maintain a Clinical Program emphasis on high quality patient care. At the request of either Party, a meeting or teleconference will promptly be held between the Parties' respective Program Representatives to resolve any problems in the operation of the Clinical Program.
- (d) School acknowledges, and will inform Participating Students that Participating Students are trainees in the Clinical Program and have no expectation of receiving compensation or future employment from Hospital or School. Participating Students are not to replace Hospital staff and are not to render unsupervised patient care and/or services. Hospital and its staff will provide such supervision of the educational and clinical activities as is reasonable and appropriate to the circumstances and to the Participating Student's level of training.

- (e) Any courtesy appointments to faculty or staff by either School or Hospital shall be without entitlement of the individual to compensation or benefits for the appointed party.
- (f) Both School and Hospital will work together to create and maintain an appropriate learning environment for the Participating Students.
- (g) The School, including its faculty, staff and residents, and the Hospital share responsibility for creating an appropriate learning environment that includes both formal learning activities and the attitudes, values, and informal "lessons" conveyed by individuals who interact with the Participating Student. The parties will cooperate to evaluate the learning environment (which may include on-site visits) to identify positive and negative influences on the maintenance of professional standards, and to conduct and develop appropriate strategies to enhance the positive and mitigate the negative influences.

4. **WITHDRAWAL OF PARTICIPATING STUDENTS.** Hospital may immediately remove a Participating Student from the Facility when in Hospital's discretion his or her clinical performance is unsatisfactory or his or her behavior is disruptive or detrimental to Hospital operations and/or Hospital's patients. In such event, School will immediately remove the Participating Student from the Clinical Program. It is understood that only School can dismiss the Participating Student from the Clinical Program. School may terminate a Participating Student's participating in the Clinical Program when it determines, in its sole discretion, that further participation by the student would no longer be appropriate.

5. **INDEPENDENT CONTRACTOR; NO OTHER BENEFICIARIES; EMPLOYMENT DISCLAIMER.**

- (a) The Parties hereby acknowledge that they are independent contractors, and neither 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. 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 entitled to, and shall not, receive any rights under this Agreement. Neither Party shall have the right or authority nor hold itself out to have the right or authority to bind the other Party and neither shall either Party be responsible for the acts or omissions of the other except as provided specifically to the contrary herein.
- (b) Each Party acknowledges Participating Students will not be considered employees or agents of Hospital or School for any purpose related to this Agreement. Participating Students will not be entitled to receive any compensation from Hospital or School or any benefits of employment from Hospital or School in exchange for their activities related to this Agreement, including health care or workers' compensation benefits, vacation, sick time, or other direct or indirect benefit of employment.
- (c) School acknowledges that Hospital has not and is not obligated to implement or maintain insurance coverage for the benefit or protection of School or Program Participants.

6. **NON-DISCRIMINATION.** There shall be no discrimination on the basis of race, national origin, religion, creed, sex, sexual orientation, gender identity, age, veteran status, or disability in either the selection of Participating Students, or as to any aspect of the Clinical Program; provided, however, that with respect to a disability, the disability must not be such as would, even with reasonable accommodation, in and of itself preclude the Program Participant's effective participation in the Clinical Program.

7. **INDEMNIFICATION.** The Parties understand and acknowledge that, pursuant to Florida Statutes § 768.28(9) the exclusive remedy for injury or damage suffered as a result of an act, event, or omission of an officer, employee, or agent of the School shall be by action against the School. Accordingly, School agrees to be fully liable for its acts of negligence or its agents' acts of negligence when acting within the

scope of employment or agency and agrees to be liable for any damage resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by the School and/or the Florida Board of Governors. Nothing herein shall be construed as consent by a state agency, public body corporate, or political subdivision of the State of Florida to be sued except as permitted by Section 768.28 Florida Statutes. The Parties acknowledge that this contractual relationship with School does not create or extend sovereign immunity to any other person or entity. Any damages allocated against the School, as prescribed by Section 766.112, Florida Statutes, are not subject to reallocation under the doctrine of joint-and-several liability to codefendants of School in professional liability actions.

8. **CONFIDENTIALITY.** School will and will advise Program Participants to keep strictly confidential and hold in trust all non-public information of Hospital, including all patient information, and refrain from disclosing such confidential information to any third party without the express prior written consent of Hospital, provided that the minimum necessary confidential information may be disclosed pursuant to valid legal process after Hospital is permitted an opportunity to minimize the potential harmful effects of such disclosure. 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. These confidentiality requirements survive the termination or expiration of the Agreement. In addition to the requirements set forth in this Section, Program Participants shall abide by the terms of Exhibit B.

9. **TERM; TERMINATION.**

- (a) The term of this Agreement will commence on the Effective Date and will continue for two (2) years unless terminated as provided below (the "Term").
- (b) Either Party may terminate this Agreement at any time without cause upon at least sixty (60) calendar days prior written notice to the other Party, provided that all Participating Students participating in the Program at the time of notice of termination or who are already scheduled to train at the Facility shall be given the opportunity to complete the then-current Program rotation or previously scheduled clinical assignment.
- (c) The Parties may terminate this Agreement at any time by mutual written agreement.
- (d) Hospital may immediately terminate this Agreement at any time upon notice to School in the event of a breach of Section 11 of this Agreement.

10. **REPRESENTATIONS AND WARRANTIES.**

- (a) School hereby represents to Hospital as of the Effective Date and warrants to Hospital for the Term that:
 - (i) School and its Program Participants: (A) are not 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"); (B) 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 (C) 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; and
 - (ii) in the aggregate, School and all of School's affiliates compensate all physician employees and physician contractors (if any) (A) in an amount that is consistent with fair market value for actual services provided, and (B) in a manner that does not vary with or take into account the volume or value of patient referrals to, or other business generated for, Hospital or any of Hospital's affiliates. Furthermore, all of School's and its affiliates'

compensation arrangements with physician employees and physician contractors are memorialized in a signed written agreement or other satisfy an exception to the Stark Law physician referral prohibitions provided in 42 U.S.C. § 1395nn(a)(1).

(b) The representation and warranty set forth above is an ongoing representation and warranty for the Term of this Agreement. School will immediately notify Hospital in writing of any change in status of the representation and warranty set forth in this section.

11. **TRAVEL EXPENSES.** No expense of School or of a Program Participant will be paid or reimbursed by Hospital unless that expense is approved by Hospital in writing in advance and is incurred and documented in accordance with applicable Hospital travel and expense policies.

12. **USE OF NAME OR LOGO.** Neither Party will use the names, logos or marks associated with the other Party without the express written consent of the Party who is associated with the name, logo or marks. Further, School will cause Program Participants not to use the names, logos or marks associated with Hospital without the express written consent of Hospital in each case.

13. **ENTIRE AGREEMENT.** This Agreement and its 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 of the Parties. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement.

14. **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.

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

16. **NO WAIVER.** Delay or failure to exercise any right or remedy hereunder will not impair such right or remedy or be construed as a waiver thereof. Any single or partial exercise of any right or remedy will not preclude any other or further exercise thereof or the exercise of any other right or remedy.

17. **GOVERNING LAW.** This Agreement shall be governed and construed in accordance with the laws of the state in which Hospital is located. Venue for all disputes arising in connection with this Agreement will be in the federal or state courts with jurisdiction for the area where the Hospital is located.

18. **ASSIGNMENT; BINDING EFFECT.** School may not assign or transfer any of its rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of Hospital. This Agreement shall inure to the benefit of, and be binding upon, the Parties and their respective successors and permitted assigns.

19. **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: **Tallahassee Medical Center Inc., d/b/a HCA Florida Capital Hospital**
2626 Capital Medical Blvd
Tallahassee, FL 32308
Attention: Chief Executive Officer

Copy to: HCA
One Park Plaza, Bldg. 1, 2 West
Nashville, TN 37203

Attention: Operations Counsel

If to School: David Dunkle
Building 13
325 NW Turner Davis Dr.
Madison, FL 32340
Attention: Associate Dean of Economic Development & Workforce

or to such other person or place as either Party may from time to time designate by written notice to the other Party.

20. **COUNTERPARTS.** This Agreement may be executed in multiple parts (by facsimile transmission or otherwise) and each counterpart shall be deemed an original, and all of which together shall constitute but one agreement. Electronic signatures will be considered originals.

21. **HIPAA REQUIREMENTS.** To the extent applicable to this Agreement, School agrees to comply with the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH ACT"), the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC § 1320d through d-8 ("HIPAA") and any current and future regulations promulgated under either the HITECH Act or HIPAA including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Parts 160, 162 and 164 (the "Federal Security Regulations") and the federal standards for electronic transactions, all as may be amended from time to time, and all collectively referred to herein as "HIPAA Requirements". School further agrees not to use or disclose any Protected Health Information (as defined in 45 C.F.R. § 164.501) or Individually Identifiable Health Information (as defined in 42 USC § 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement. School will and will cause Program Participants to enter into any further agreements as necessary to facilitate compliance with HIPAA Requirements.

22. **NO REQUIREMENT TO REFER.** Nothing in this Agreement requires or obligates School to cause the admittance of a patient to Hospital or to use Hospital's services. None of the benefits granted pursuant to this Agreement are 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.

23. **NO PAYMENTS.** No payments will be made between the Parties in connection with this Agreement.

24. **RECITALS.** The Recitals to this Agreement shall be an enforceable part of this Agreement, binding on the Parties as if fully set forth herein.

25. **EQUITABLE REMEDIES.** School acknowledges that the injury which might be suffered by Hospital in the event of any breach by School or non-compliance by Program Participants with the terms and conditions of this Agreement would be of a nature which could not be fully compensated for solely by a recovery of monetary damages, and accordingly agrees that in the event of any such breach or threatened breach, in addition to and not in lieu of any damages sustained by Hospital and any other remedies which Hospital may pursue hereunder or under applicable law, Hospital shall have the right to equitable relief, including issuance of a temporary restraining order, preliminary injunction and/or permanent injunction by any court of competent jurisdiction, against the commission or continuation of such breach or threatened breach, without the necessity of proving any actual damages or the posting of any bond.

WHEREFORE, authorized representatives of each Party hereby execute this Agreement as of the Effective Date.

SCHOOL

North Florida College

By: Ricky Lyons

Title: Board of Trustees

Date: _____

HOSPITAL

By: _____

Title: _____

Date: _____

NORTH FLORIDA COLLEGE
AFFILIATION AGREEMENT

This Agreement is made and entered into this the 1st day of May 2026, by and between the North Florida College (hereinafter referred to as “College”) and Trenton Medical Center, Inc., d/b/a Palms Medical Group (hereinafter referred to as “PMG”) for the purpose of providing learning opportunities for Nursing, Emergency Medical Services, and Allied Health students.

WHEREAS the College operates as North Florida College program to provide students with instruction and training in Nursing, Emergency Medical Services, and other Allied Health Programs (hereinafter referred to as “Program”).

WHEREAS, to satisfy the requirements of the Program, students are required to undertake and obtain clinical training and experience in the field to learn to apply the principles of classroom instruction;

WHEREAS, the College provides such clinical training through arrangements with facilities whereby the students in the Program obtain clinical experience through observing and participating in Comprehensive Nursing, Emergency Medicine, and other Allied Health Services patients at clinical facilities and hospitals, and

WHEREAS, the College desires to engage in a clinical education program using the facilities of PMG.

NOW, THEREFORE, the parties hereto agree as follows:

1. College agrees:

- a. That the College will be responsible for and will directly control the didactic education of students by providing competent faculty for the planning and implementation of curriculum, teaching, guidance, supervision, and evaluation of the students.
- b. The personnel of PMG will retain overall responsibility for providing patient care to all patients in the areas where students are assigned.
- c. That the faculty and students will work in accordance with all of PMG’s policies and procedures in making plans for observation and/or practice in the Program.
- d. That necessary books, periodicals, and teaching materials needed will be provided for its educational Program.
- e. That the College will submit to PMG three weeks prior to the beginning of each clinical rotation, a schedule indicating the number and names of students who will be participating and the name of the faculty who will be supervising the students during

their rotation. In addition, the College will provide annually to PMG a listing of the general time periods for which the facility may be utilized. College acknowledges and agrees that PMG may place limitations on both the number of students that may participate in any rotation and any facility utilization.

- f. That clinical assignments will be planned by the faculty of the College in consultation with a representative of PMG.
- g. That the faculty of the College and a designee of PMG will cooperate in the ongoing evaluation of the clinical rotation for students at PMG and in addition, that the students, faculty, and the staff of PMG will work together to provide and maintain an environment which provides safe and quality patient care as well as quality student learning opportunities.
- h. That faculty from the College will provide direct supervision of students whenever students are at PMG or will provide indirect supervision for students engaged in a mutually agreeable practicum experience with a designated preceptor at PMG.
- i. That faculty of the College will initiate and/or participate in group conferences as mutually agreed upon with a designee of PMG for the purpose of discussing objectives of the learning experiences and student performance in caring for patients.
- j. That during the term of this Agreement the College shall endeavor to maintain approval and accreditation standards accepted and required by the appropriate national and regional accrediting bodies.
- k. That all students will have met health and immunization requirements as required by PMG.
- l. That all students will have complied with the any drug screening policies of PMG at the sole cost of the College and/or student.
- m. That all students will participate in HIPAA and OSHA training related to bloodborne pathogens.
- n. That all students will have satisfied PMG's requirements for a background check upon admission and for any subsequent checks if requested to include the following:
 - Florida Level I or Level II Background Screening as requested by PMG.
 - National Healthcare Fraud & Abuse Scan (OIG, GSA, state and federal Medicare and Medicaid exclusion lists)

The College agrees to notify PMG of any student with an adverse finding on his/her background check. In the event that the College requests that PMG arrange for student background screening, the College acknowledges and agrees that any costs shall be the responsibility of the College and/or student.

- o. That all students will sign an addendum to the teaching agreement accepting all terms and conditions.

2. PMG agrees:

- a. To make available to the faculty and students of the College, the clinical facilities of PMG as mutually agreed upon by PMG and the College.
- b. To provide conference room space and use of any available instructional materials, insofar as is possible.
- c. To provide resources, opportunities, staff time, and cooperation in planning for the educational Program with the faculty as requested insofar as is possible.
- d. To inform the faculty of changes in policies and procedures, as they pertain to and affect the students and faculty of the College, participating in clinical rotations at PMG.
- e. To provide as needed, orientation of faculty members of the College to the philosophies and policies of the facility.
- f. To assist the faculty in orienting the College students to the facility by provision of an orientation program on a mutually agreed upon date by PMG and the College prior to the beginning of each group of students' clinical rotation throughout the calendar year, as requested.
- g. That PMG is responsible for care and supervision of the services rendered to its patients and that the College faculty will be responsible for the education of the students.
- h. To provide emergency medical care to College students and faculty in the event of an accident or illness that occurs during clinical rotations. The cost of such care shall be borne by the individual receiving the care.
- i. PMG acknowledges and agrees that the information provided by College, or others on behalf of College, that directly relates to any College student, including, but without limitation, academic information (e.g., coursework, grades, degrees earned, performance in other external rotations); professional information, (e.g., licenses obtained, suspension, revocation); training and/or certifications (e.g., CPR, OSHA/Bloodborne pathogen); health information (e.g., Hepatitis, TB Testing); health and other insurance information and, the results of any criminal background check and/or drug testing/treatment information, hereinafter ("student information") is protected by the Family Educational Rights and Privacy Act (FERPA). PMG represents and certifies that it will (1) protect the confidentiality of all student information; and will not, except with the written consent of the student, (2) use

student information for any purpose other than to carry out the purposes of this agreement; or (3) disclose student information except to authorized individuals within its organization who have a legitimate need to know student information in order to carry out the purposes of this agreement.

3. The College's students shall:

- a. Abide by existing policies, rules, and regulations of PMG and the College.
- b. Be responsible for their own meals during clinical hours.
- c. Assume responsibility for personal illness occurring during clinical hours.
- d. Be responsible for their own transportation to and from the clinical area and during clinical hours.
- e. Wear uniforms or other attire acceptable to the College and PMG during clinical hours.
- f. Wear college name tags at all times during their clinical rotation at PMG.
- g. Respect the confidential nature of all information which may come to them with regard to patients and patient records.
- h. Review only those records of assigned patients who have agreed to participate in the student's clinical rotation. All other patient information and records are to be considered confidential and therefore privileged information.

4. GENERAL AGREEMENTS BETWEEN THE PARTIES

- a. This Agreement will be effective for a period of one (1) year beginning May 1st, 2026, and ending on the 30th day of April 2027, and shall automatically renew for periods of one (1) year until terminated by either party in accordance with the terms of this Agreement.
- b. This Agreement may be modified by mutual consent at any time or may be terminated by either party with or without cause by submitting notice of such intent in writing at least thirty (30) days in advance. Such termination shall not take effect with regard to students assigned to PMG until the end of the term in which the termination occurs if feasible.
- c. That neither the College nor PMG will discriminate against any student on the basis of race, color, religion, sex (including pregnancy), sexual orientation, gender identity, national origin, age, genetic information, qualified protected veteran status or qualified disability pursuant to any and all applicable federal and state acts and laws that pertain to discrimination relating to students. In the event that PMG becomes

aware of a potential claim of harassment or discrimination, including sexual assault or sexual violence, involving a student, PMG agrees that it will immediately notify the College and cooperate with the College in any resulting investigation.

- d. While performing its duties and obligations hereunder, each party shall, and shall cause its personnel, agents, and subcontractors to, comply with all federal, state, and local laws and regulations that apply to healthcare billing and to the confidentiality and security of patient information, including the federal Health Insurance Portability and Accountability Act of 1996 as amended (“HIPAA”), which are now in force or which may hereafter be in force. Each party shall also comply with all applicable requirements and plans PMG may issue as part of PMG’s HIPAA and third-party payor compliance Program. The parties agree that if necessary, they shall amend this Agreement to comply with or effectuate HIPAA and the regulations issued thereunder or any additional federal, state, or local third-party payor regulations.
- e. Parties represent that neither they nor their respective personnel, agents, or subcontractors are currently under investigation or debarred from participating in a third-party payor program, including but not limited to Medicare or Medicaid. Further, each party will inform the other party if such investigation or debarment occurs during the term of this agreement. Debarment of either party is grounds for termination of this Agreement by the other party.
- f. In the performance of the duties and obligations under this agreement, it is mutually understood and agreed that the College, its employees, agents, servants, and students are not employees or agents of PMG. The sole interest and responsibility of PMG is to assure that the services covered by this agreement shall be performed and rendered in a competent, efficient, and satisfactory manner. The responsibility, control, and direction over the methods by which the College personnel and students perform clinical duties and services shall be the responsibility of the College. All applicable provisions of laws, rules and regulations, policies and procedures of PMG and other rules and regulations of any and all governmental entities shall be fully complied with by all parties hereto. Nothing herein contained shall be deemed to create the relationship of employer and employee, master and servant, or principal and agent. PMG shall not withhold any sums for income tax, social security, unemployment insurance, or any other employee withholding, nor will PMG offer any “employee benefits.” It is understood that the students, in the performance of their requirements under this agreement, are not deemed to be employees of either PMG or the College but are in a student relationship only with the College.
- g. Cooperation of Parties. The College and PMG agree to cooperate with regard to:
 - i. Complying with applicable non-discrimination laws.
 - ii. For the initial term and any renewal term of this agreement and after termination of the agreement, the parties to this agreement, their agents, servants, and employees shall cooperate with each other or their insurers in the prosecution or

defense of any claim arising from or in any way connected with performance of duties and obligations pursuant to this agreement. Each party, their agents, servants, and employees shall attend hearings and trials and shall assist in effecting attendance of witnesses in the conduct of any lawsuits.

h. The College will obtain and maintain throughout the term of this agreement or any renewal thereof, professional liability coverage insuring, its employees, agents, servants, and students with limits of liability coverage of not less than One Million Dollars (\$1 million) per occurrence and Three Million Dollars (\$3 million) aggregate. As evidence of such coverage, College will furnish to the other a certificate of insurance prior to commencement of this agreement and annually thereafter. Failure of College to obtain and maintain such coverage shall be grounds for immediate termination of this agreement.

PMG will obtain and maintain throughout the term of this agreement or any renewal thereof, general, and professional liability coverage insuring, itself and its employees with limits of liability coverage of not less than One Million Dollars (\$1 million) per occurrence and Three Million Dollars (\$3 million) aggregate and an umbrella with an additional Two Million Dollars (\$2 million). Failure of PMG to obtain and maintain such coverage shall be grounds for immediate termination of this agreement.

i. PMG shall have the right, in its sole discretion, to withdraw from the clinical rotation any student whose performance is unsatisfactory, who fails to meet or comply with the requirements set forth herein, or whose behavior is disruptive or detrimental to PMG or its patients.

j. All notices, requests, demands, and other communications required or permitted under this agreement shall be in writing and shall be deemed to have been given if delivered or mailed, first class, postage prepaid as follows, unless otherwise designated in writing:

If to Palms Medical Group

If to North Florida College

Carrie Loeffler, VP of Human Resources

Dr. Anna Kelley, Director of Nursing and Allied Health

23343 NW County Road 236

325 NW Turner Davis Dr.

High Springs, FL 32643

Madison, FL 32340

Phone No: (352) 463-4520

Phone No: (850) 973-1789

E-mail: HR@palmsmg.org

E-mail: kelleya@nfc.edu

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the date and year first written above.

TRENTON MEDICAL CENTER, INC.

North Florida College

BY: _____
Signature

BY: _____
Signature

Print Name: Anita H. Rembert

Print Name: Ricky Lyons

Title: Chief Executive Officer

Title: Board of Trustees, Chairman

Date: _____

Date: _____