

BOARD MEETING DATE: May 20, 2025

ITEM NO: VII-c

RECOMMEND THAT the agreement between the following agencies and North Florida College be approved:

The ARC Big Bend – Renewal

Greenleaf Center, LLC – Renewal

FL Dept. of Health Hamilton County – Renewal

FL Dept. of Health Madison/Jefferson County – Renewal

FL Dept. of Health Suwannee County - Renewal

NOTE: The above contracts have been previously reviewed by the Board Attorney.

THIS RECOMMENDATION will ensure that the Nursing and Allied Health Department of North Florida College will have adequate clinical locations to provide clinical experience to students as required.

MEMORANDUM OF AGREEMENT
BETWEEN
THE DISTRICT BOARD OF TRUSTEES OF
NORTH FLORIDA COLLEGE
AND
THE ARC BIG BEND

THIS AGREEMENT, made and entered into this 1st day of September 2025, 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 The ARC Big Bend, P.O. Box 912 Madison, Florida, 32340, hereinafter referred to as the "Agency".

WITNESSETH:

WHEREAS, the College offers approved programs 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 other 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:

The ARC Big Bend

By: 
Paula Arnold, Executive Director

Signed and sealed in the
Presence of:

The District Board of Trustees of
North Florida College

Ricky Lyons, Chairman

John Grosskopf, President
North Florida College

David Dunkle
Associate Dean of Economic Development and
Workforce Education

**AMENDMENT TO UNIVERSITY
AFFILIATION AGREEMENT**

This Amendment to University Affiliation Agreement (this "Amendment") is made and executed as of April 30, 2025 (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.

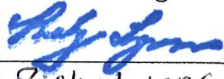
- XIX. OTHER AFFILIATIONS.** The parties agree that either party may enter into agreements for educational experiences with other institutions at any time.
- XX. RESPONSIBILITY.** Each Party shall be responsible for damages that result from its own employees, agents and representatives, Students being 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: _____
Title: _____

North Florida College

By: 
Name: Ricky Lyons
Title: Board Chair

**AGREEMENT BETWEEN THE
STATE OF FLORIDA, DEPARTMENT OF HEALTH
HAMILTON COUNTY HEALTH DEPARTMENT
AND
NORTH FLORIDA COLLEGE, DISTRICT BOARD OF TRUSTEES**

The purpose of this affiliation agreement is to guide and direct a working relationship between the State of Florida, Department of Health, Hamilton County Health Department, hereinafter referred to as the "DEPARTMENT", and the North Florida College, by and through its School of Nursing/Department of Nursing and Allied Health, an institution providing nursing education, hereinafter referred to as the "SCHOOL", for the provision of learning opportunities for nursing students.

RECITALS

The SCHOOL agrees:

1. To provide competent faculty for the planning and implementation of instruction, teaching, guidance, supervision, and evaluation of nursing students, and to be responsible for the education program, academic affairs, and assessment of the students.
2. To require its students to work in accordance with all DEPARTMENT procedures, policies, protocols, rules, and regulations in carrying out the relationship described herein and in making plans for the observation of and/or practice in nursing student at DEPARTMENT facilities.
3. To provide or assure that students have the necessary, required, and appropriate books, periodicals and teaching materials for SCHOOL's educational program.
4. To submit to the DEPARTMENT a schedule indicating the number and names of students who will be participating in an internship under this agreement and the names of the faculty members who will be (indirectly or academically) supervising students during the students' rotation at DEPARTMENT facilities.
5. To plan student assignments in consultation with a representative of the DEPARTMENT.
6. To designate a contact person for evaluation and scheduling of student rotations and facilitation of communication between the parties.
7. To provide direct supervision of students whenever students are at DEPARTMENT facilities or indirect academic supervision of students engaged in a mutually agreeable practicum experience with a preceptor at the DEPARTMENT.
8. To initiate and/or participate in group conferences, as requested by DEPARTMENT at mutually agreed upon times, with a designee of the DEPARTMENT for the purpose of discussing objectives of the learning experiences and student performance in caring for patients.
9. To ensure that general and professional liability insurance insuring the SCHOOL, its employees, and its students who will be participating under this agreement, with limits of liability coverage in the amount of not less than Two Hundred Thousand Dollars (\$200,000) per claimant

and Three Hundred Thousand Dollars (\$300,000) per occurrence, is obtained and maintained throughout the term of this agreement and any renewal thereof.

10. It is a material term of this agreement and necessary that the SCHOOL, its employees, and its students who will be participating under this agreement are covered under a general and professional liability policy with the abovementioned limits. However, it is not necessary that the SCHOOL, its employees, and its students who will be participating under this agreement are all covered under the same policy. As evidence of such coverage, the SCHOOL shall furnish to the DEPARTMENT applicable certificates of insurance sufficient to demonstrate full satisfaction of the requirements of this paragraph prior to students beginning their internship under this agreement and upon request thereafter. SCHOOL shall immediately inform DEPARTMENT of any lapses or changes to coverages that would bring SCHOOL out of compliance with this paragraph. Failure of the SCHOOL to ensure that such coverage is obtained and maintained shall be grounds for immediate termination of this agreement. If the SCHOOL is a public college or university in Florida, the SCHOOL may be self-insured through the State Risk Management Trust Fund, established pursuant to section 284.30, Florida Statutes, and administered by the State of Florida, Department of Financial Services, or may be otherwise insured pursuant to the provisions of section 1004.24, Florida Statutes.

11. To be fully responsible for its acts of negligence, or its agents'/students' acts of negligence when acting within the scope of their employment, education, or agency in connection with this Agreement, and agrees to be liable for any damages resulting from said negligence.

12. Unless SCHOOL is a state agency or subdivision under section 768.28, Florida Statutes, or otherwise protected by sovereign immunity under its respective state law, to be liable for and indemnify, defend, and hold harmless the DEPARTMENT and all of its officers, agents, and employees from all claims, suits, judgments, or damages, consequential or otherwise and including reasonable attorneys' fees and costs, arising out of any negligent act, actions, neglect, or omissions by the SCHOOL, its agents, students, or employees during the performance or operation of this Agreement or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property. Nothing herein is intended to serve as a waiver of sovereign immunity by any school to whom sovereign immunity may be applicable nor consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

13. To require that students maintain confidentiality of all data, files, and client records related to the services provided pursuant to this agreement and comply with state and federal laws, including, but not limited to, section 456.057, Florida Statutes, and 45 Code of Federal Regulations Parts 160, 162 and 164. The SCHOOL will require students' compliance with any applicable professional standards of practice with respect to patient confidentiality. Procedures will be implemented by the SCHOOL to require students to comply with the protection and confidentiality requirements outlined in the Department of Health Information Security Policies, Protocols, and Procedures, as amended, and Privacy Rule of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), which are incorporated herein by reference. The SCHOOL will require that, prior to beginning their internship at the Department, students be trained in all aspects of ethical standards pertaining to confidentiality issues and privacy rights including federal Privacy Rules and applicable state confidentiality laws. Solely for the purpose of defining students' roles in relation to the use and disclosure of the DEPARTMENT'S protected health information, the students are defined as members of the DEPARTMENT'S workforce, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this agreement. However, students are not and shall not be considered employees of the DEPARTMENT. This paragraph

is not applicable to any students who do not access any confidential information.

14. To keep and maintain public records in accordance with the provisions of Chapter 119, Florida Statutes, including all public records required by the DEPARTMENT to perform the services entailed in this agreement, and to provide the public with access to such public records on the same terms and conditions that the DEPARTMENT would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law; to ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of the term of the agreement, including all renewals, and following completion of the agreement if SCHOOL does not transfer the records to DEPARTMENT; to meet all requirements for retaining public records as set forth in law and DEPARTMENT's retention schedules; and, upon completion of the contract, to transfer to the DEPARTMENT, at no cost to DEPARTMENT, all public records in possession of the SCHOOL and to destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the DEPARTMENT in a format that is compatible with the information technology systems of the DEPARTMENT.

If the SCHOOL has questions regarding the application of Chapter 119, Florida Statutes, to the SCHOOL's duty to provide public records relating to this contract, contact the custodian of public records at (850)245-4005, PublicRecordsRequest@flhealth.gov or 4052 Bald Cypress Way, Bin A02, Tallahassee, FL 32399.

15. To assure that all students are background screened and meet the Level 2 screening requirements of section 435.04, Florida Statutes, prior to students beginning their internship at the DEPARTMENT. The SCHOOL agrees take steps to assure that students, and any SCHOOL personnel that accompany students or have access to DEPARTMENT's confidential records, inform the DEPARTMENT's designated contact person immediately if an arrest is made or a court disposition is entered for any disqualifying offense while participating in this internship. The DEPARTMENT will immediately remove the student from the internship program, or the personnel from further involvement in the program or access to records, if DEPARTMENT determines, in its sole discretion, that continued involvement of that student or personnel would violate the requirements of section 435.04, Florida Statutes, or would otherwise pose a risk to health or safety of any individual(s) or the public. The DEPARTMENT shall not be responsible for any costs associated with this paragraph.

The DEPARTMENT agrees:

1. To provide nursing students accepted into this internship program access to a planned supervised program of internship experience for the area(s) of practice/study mutually agreed upon by the parties.
2. To provide designated staff members as internship supervisors for students. For clinical experiences, such staff members shall be duly licensed, qualified, and experienced with no less than one year of clinical experience in their designated field and possess sufficient experience to safely and effectively supervise students participating in the rotation. The DEPARTMENT's provision of such supervisors will not substitute for or diminish the requirement that SCHOOL

provide faculty supervision as set forth in Paragraph 7 above.

3. To designate a contact person for evaluation and scheduling of student rotations and facilitation of communication between the parties.

4. To make available to the students of the SCHOOL the DEPARTMENT facilities as agreed upon by both designated contact persons.

5. To retain overall responsibility for the quantity and quality of patient care in DEPARTMENT facilities.

6. To give SCHOOL five days' notice prior to removing from the internship program any students not comporting themselves in accordance with the procedures, protocols, regulations, rules, or statutes governing the DEPARTMENT unless DEPARTMENT deems immediate removal necessary, which such removal and determination of immediate necessity shall be at the sole discretion of the DEPARTMENT.

7. To provide as available the physical facilities, equipment, supplies, and patients to supplement an educational program in accordance with the objective of providing an internship experience to nursing students. Notwithstanding the foregoing, the DEPARTMENT may, at its discretion, temporarily remove access to facilities, equipment, supplies, and patients in the interest of the health or safety of patients, employees, students, or other interns.

8. The DEPARTMENT, a state agency or subdivision, is self-insured through the State Risk Management Trust Fund established pursuant to section 284.30, Florida Statutes, and administered by the State of Florida, Department of Financial Services. The DEPARTMENT certifies that it maintains and agrees to continue to maintain during the term of this agreement, general and professional liability protection coverage through the State Risk Management Trust Fund, and that this protection extends to the Department of Health, its officers, employees, and agents, and covers statutory liability exposure to the limitations described in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to whom sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties. The DEPARTMENT cannot insure or indemnify the SCHOOL, its officers, employees, students, and agents, or any third parties.

9. For student rotations designated by the SCHOOL as non-clinical, students will not participate in patient care or any other clinical activities while at the DEPARTMENT.

General Terms:

1. Independent Contractor: No relationship of employer/employee, principal/agent, or other association shall be created by this agreement between the parties or their directors, officers, agents, students, or employees. Students shall, at all times, be considered "independent" and shall, under no circumstances, be considered employees of the DEPARTMENT. The parties agree that they will never act or represent that they are acting as an agent of the other or incur any obligations on the part of the other party.

2. Remedies; Limitations of Liability: Neither party shall be liable to the other for punitive, exemplary, special, indirect, or consequential damages, including without limitation, lost profits, each party's aggregate liability being limited to the other party's direct damages, and other costs

set forth herein. This paragraph may only be interpreted as further limitation of the SCHOOL's and DEPARTMENT'S exposure; it shall not be interpreted as a waiver of sovereign immunity beyond that stated in section 768.28, Florida Statutes. In addition to the foregoing, the DEPARTMENT shall not be liable to students, faculty, or SCHOOL in the event of exposure to an infectious, environmental, occupational, or other hazard not caused by the willful or negligent conduct of the DEPARTMENT.

3. Notice: When either party to this Agreement desires to give notice to the other, such notice must be in writing, and delivered by (i) United States certified or registered mail, postage prepaid and return receipt requested, (ii) a nationally recognized overnight delivery service, (iii) personal delivery with a written receipt obtained, or (iv) email transmission with confirmation of receipt provided by the recipient via returned email, at the addresses set forth below. Notices shall be effective upon receipt. Presently, the parties designate the following as the respective places for giving notice:

For DEPARTMENT

Name: Diana Duque
Title: Administrator, Hamilton County Health Department
Address: 209 SE Central Avenue
Jasper, Florida 32052
Telephone: (386) 855-7038
(Fax): (386) 792-2352
E-mail: Diana.Duque@flhealth.gov

For SCHOOL

Name: David Dunkle
Title: Associate Dean of Economic Development and Workforce Education
School Name: North Florida College
Address: 325 NW Turner Davis Drive, Madison, FL 32340
Telephone: (850) 973-9440
(Fax): (850) 973-1694
E-mail: dunkled@nfc.edu

4. Term and Renewal: Unless terminated earlier as provided herein, the term of this agreement shall be from September 1, 2025, or the latest date of signature by the parties, whichever is later, through August 31, 2026. This agreement may be renewed on a yearly basis for no more than three years or the term of the original contract, whichever period is longer. Any renewal shall be in writing upon mutual agreement and subject to the same terms and conditions as set forth in this initial agreement.

5. Termination: This agreement may be terminated by either party upon no less than 30 calendar days' notice in writing to the other party, with or without cause, unless a lesser time is mutually agreed upon in writing by both parties. Such notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The parties will thereafter work cooperatively to coordinate the termination of the services provided under this agreement and use their best efforts to schedule such termination on a date that allows internship rotation(s) already in progress to be completed where circumstances permit.

6. Entire Agreement and Modification: This agreement represents the entire understanding of the parties with respect to the matters covered herein and supersedes all prior and contemporaneous agreements, representations, and discussion, whether oral or written. This agreement may only be altered, amended, or modified in a writing signed by both parties.

7. Jurisdiction and Venue. This agreement shall be governed by and construed in accordance with the laws of the State of Florida, without respect to its conflict of laws principles. With respect to any action arising out of this agreement, the parties accept the exclusive jurisdiction of the state courts in Florida and agree that venue shall lie exclusively in Hamilton County, Florida.

8. Capacity: Each individual signing this agreement on behalf of either party individually warrants that he or she has the full legal power to execute this agreement on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this agreement.

9. Counterparts: This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

10. Cooperation with the Inspector General: SCHOOL acknowledges and understands that it has a duty to and will cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing, pursuant to section 20.055(5), Florida Statutes.

IN WITNESS WHEREOF, the parties approve this agreement and have caused it to be executed by their undersigned officials who are duly authorized.

NORTH FLORIDA COLLEGE
BOARD OF TRUSTEES

STATE OF FLORIDA
DEPARTMENT OF HEALTH
HAMILTON COUNTY HEALTH DEPARTMENT

Signature

Signature

Name: Ricky Lyons

Name: Diana C. Duque

Title: Chair of Board of Trustees

Title: Administrator

Date: _____

Date: _____

**MEMORANDUM OF AGREEMENT
BETWEEN
THE DISTRICT BOARD OF TRUSTEES OF
NORTH FLORIDA COLLEGE
AND
STATE OF FLORIDA, DEPARTMENT OF HEALTH
(through its Madison and Jefferson County Health Departments)**

RENEWAL # 1

THIS RENEWAL is entered into between the Florida Department of Health in Madison and Jefferson, hereinafter referred to as the “Agency,” and the District Board of Trustees of North Florida College, hereinafter referred to as the “College”.

As provided on page 5 of the Memorandum of Agreement (“MOA”) entered into between the Parties and effective on September 1, 2022, the Parties hereby agree to renew the MOA beginning on September 1, 2024, and ending on June 30, 2026.

All terms and conditions of said original MOA and any supplements and amendments thereto shall remain in force and effect during this renewal.

IN WITNESS WHEREOF, the Parties have executed this Renewal by their undersigned officials as duly authorized.

**DISTRICT BOARD OF TRUSTEES OF
NORTH FLORIDA COLLEGE**

**STATE OF FLORIDA
DEPARTMENT OF HEALTH IN
MADISON/JEFFERSON COUNTY**

**Ricky Lyons
Chairman**

**Kimberly Allbritton
Administrator**

DATE: _____

DATE: _____

**John Grosskopf, President
North Florida College**

DATE: _____

**David Dunkle
Associate Dean of Economic Development
& Career Workforce Education**

DATE: _____

MEMORANDUM OF AGREEMENT

BETWEEN

THE DISTRICT BOARD OF TRUSTEES OF
NORTH FLORIDA COLLEGE

AND

STATE OF FLORIDA, FLORIDA DEPARTMENT OF HEALTH

THIS AGREEMENT, made and entered into this 1st day of September, 2022, 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 the STATE OF FLORIDA, FLORIDA DEPARTMENT OF HEALTH through its MADISON AND JEFFERSON COUNTY HEALTH DEPARTMENTS, hereinafter referred to as the "Agency".

WITNESSETH:

WHEREAS, the College offers approved programs 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 other 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 duty 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, X every two years, or ____ 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:

Christina Johnson

State of Florida, Florida Department of Health
Madison and Jefferson County Health
Departments

By: *Kimberly Allbritton*
(Administrator/President)

Signed and sealed in the
Presence of:

Michelle Wheeler

Michelle Wheeler

Michelle Wheeler



The District Board of Trustees of
North Florida College

Ricky Lyons
Ricky Lyons, Chairman

John Grosskopf
John Grosskopf, President
North Florida College

James Holland
James Holland, PhD, RN, CNL, RPT, RCP
Associate Dean of Nursing and Allied Health
Programs

**AGREEMENT BETWEEN THE
STATE OF FLORIDA, DEPARTMENT OF HEALTH
SUWANNEE COUNTY HEALTH DEPARTMENT
AND
NORTH FLORIDA COLLEGE, DISTRICT BOARD OF TRUSTEES**

The purpose of this affiliation agreement is to guide and direct a working relationship between the State of Florida, Department of Health, Suwannee County Health Department, hereinafter referred to as the "DEPARTMENT", and North Florida College, an institution providing health care profession education, hereinafter referred to as the "SCHOOL", for the provision of learning opportunities for health care profession students.

RECITALS

The SCHOOL agrees:

1. To provide competent faculty for the planning and implementation of instruction, teaching, guidance, supervision, and evaluation of health care profession students, and to be responsible for the education program, academic affairs, and assessment of the students.
2. To require its students to work in accordance with all DEPARTMENT procedures, policies, protocols, rules, and regulations in carrying out the relationship described herein and in making plans for the observation of and/or practice in the health care profession at DEPARTMENT facilities.
3. To provide or assure that students have the necessary, required, and appropriate books, periodicals and teaching materials for SCHOOL's educational program.
4. To submit to the DEPARTMENT a schedule indicating the number and names of students who will be participating in an internship under this agreement and the names of the faculty members who will be (indirectly or academically) supervising students during the students' rotation at DEPARTMENT facilities.
5. To plan student assignments in consultation with a representative of the DEPARTMENT.
6. To designate a contact person for evaluation and scheduling of student rotations and facilitation of communication between the parties.
7. To provide direct supervision of students whenever students are at DEPARTMENT facilities or indirect academic supervision of students engaged in a mutually agreeable practicum experience with a preceptor at the DEPARTMENT.
8. To initiate and/or participate in group conferences, as requested by DEPARTMENT at mutually agreed upon times, with a designee of the DEPARTMENT for the purpose of discussing objectives of the learning experiences and student performance in caring for patients.
9. To ensure that general and professional liability insurance insuring the SCHOOL, its employees, and its students who will be participating under this agreement, with limits of liability

coverage in the amount of not less than Two Hundred Thousand Dollars (\$200,000) per claimant and Three Hundred Thousand Dollars (\$300,000) per occurrence, is obtained and maintained throughout the term of this agreement and any renewal thereof.

10. It is a material term of this agreement and necessary that the SCHOOL, its employees, and its students who will be participating under this agreement are covered under a general and professional liability policy with the abovementioned limits. However, it is not necessary that the SCHOOL, its employees, and its students who will be participating under this agreement are all covered under the same policy. As evidence of such coverage, the SCHOOL shall furnish to the DEPARTMENT applicable certificates of insurance sufficient to demonstrate full satisfaction of the requirements of this paragraph prior to students beginning their internship under this agreement and upon request thereafter. SCHOOL shall immediately inform DEPARTMENT of any lapses or changes to coverages that would bring SCHOOL out of compliance with this paragraph. Failure of the SCHOOL to ensure that such coverage is obtained and maintained shall be grounds for immediate termination of this agreement. If the SCHOOL is a public college or university in Florida, the SCHOOL may be self-insured through the State Risk Management Trust Fund, established pursuant to section 284.30, Florida Statutes, and administered by the State of Florida, Department of Financial Services, or may be otherwise insured pursuant to the provisions of section 1004.24, Florida Statutes.

11. To be fully responsible for its acts of negligence, or its agents'/students' acts of negligence when acting within the scope of their employment, education, or agency in connection with this Agreement, and agrees to be liable for any damages resulting from said negligence.

12. Unless SCHOOL is a state agency or subdivision under section 768.28, Florida Statutes, or otherwise protected by sovereign immunity under its respective state law, to be liable for and indemnify, defend, and hold harmless the DEPARTMENT and all of its officers, agents, and employees from all claims, suits, judgments, or damages, consequential or otherwise and including reasonable attorneys' fees and costs, arising out of any negligent act, actions, neglect, or omissions by the SCHOOL, its agents, students, or employees during the performance or operation of this Agreement or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property. Nothing herein is intended to serve as a waiver of sovereign immunity by any school to whom sovereign immunity may be applicable nor consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

13. To require that students maintain confidentiality of all data, files, and client records related to the services provided pursuant to this agreement and comply with state and federal laws, including, but not limited to, section 456.057, Florida Statutes, and 45 Code of Federal Regulations Parts 160, 162 and 164. The SCHOOL will require students' compliance with any applicable professional standards of practice with respect to patient confidentiality. Procedures will be implemented by the SCHOOL to require students to comply with the protection and confidentiality requirements outlined in the Department of Health Information Security Policies, Protocols, and Procedures, as amended, and Privacy Rule of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), which are incorporated herein by reference. The SCHOOL will require that, prior to beginning their internship at the Department, students be trained in all aspects of ethical standards pertaining to confidentiality issues and privacy rights including federal Privacy Rules and applicable state confidentiality laws. Solely for the purpose of defining students' roles in relation to the use and disclosure of the DEPARTMENT'S protected health information, the students are defined as members of the DEPARTMENT'S workforce, as that term

is defined by 45 CFR 160.103, when engaged in activities pursuant to this agreement. However, students are not and shall not be considered employees of the DEPARTMENT. This paragraph is not applicable to any students who do not access any confidential information.

14. To keep and maintain public records in accordance with the provisions of Chapter 119, Florida Statutes, including all public records required by the DEPARTMENT to perform the services entailed in this agreement, and to provide the public with access to such public records on the same terms and conditions that the DEPARTMENT would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law; to ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of the term of the agreement, including all renewals, and following completion of the agreement if SCHOOL does not transfer the records to DEPARTMENT; to meet all requirements for retaining public records as set forth in law and DEPARTMENT's retention schedules; and, upon completion of the contract, to transfer to the DEPARTMENT, at no cost to DEPARTMENT, all public records in possession of the SCHOOL and to destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the DEPARTMENT in a format that is compatible with the information technology systems of the DEPARTMENT.

If the SCHOOL has questions regarding the application of Chapter 119, Florida Statutes, to the SCHOOL's duty to provide public records relating to this contract, contact the custodian of public records at (850)245-4005, PublicRecordsRequest@flhealth.gov or 4052 Bald Cypress Way, Bin A02, Tallahassee, FL 32399.

15. To assure that all students are background screened and meet the Level 2 screening requirements of section 435.04, Florida Statutes, prior to students beginning their internship at the DEPARTMENT. The SCHOOL agrees take steps to assure that students, and any SCHOOL personnel that accompany students or have access to DEPARTMENT's confidential records, inform the DEPARTMENT's designated contact person immediately if an arrest is made or a court disposition is entered for any disqualifying offense while participating in this internship. The DEPARTMENT will immediately remove the student from the internship program, or the personnel from further involvement in the program or access to records, if DEPARTMENT determines, in its sole discretion, that continued involvement of that student or personnel would violate the requirements of section 435.04, Florida Statutes, or would otherwise pose a risk to health or safety of any individual(s) or the public. The DEPARTMENT shall not be responsible for any costs associated with this paragraph.

The DEPARTMENT agrees:

1. To provide Health Care Profession students accepted into this internship program access to a planned supervised program of internship experience for the area(s) of practice/study mutually agreed upon by the parties.
2. To provide designated staff members as internship supervisors for students. For clinical experiences, such staff members shall be duly licensed, qualified, and experienced with no less

than one year of clinical experience in their designated field and possess sufficient experience to safely and effectively supervise students participating in the rotation. The DEPARTMENT's provision of such supervisors will not substitute for or diminish the requirement that SCHOOL provide faculty supervision as set forth in Paragraph 7 above.

3. To designate a contact person for evaluation and scheduling of student rotations and facilitation of communication between the parties.

4. To make available to the students of the SCHOOL the DEPARTMENT facilities as agreed upon by both designated contact persons.

5. To retain overall responsibility for the quantity and quality of patient care in DEPARTMENT facilities.

6. To give SCHOOL five days' notice prior to removing from the internship program any students not comporting themselves in accordance with the procedures, protocols, regulations, rules, or statutes governing the DEPARTMENT unless DEPARTMENT deems immediate removal necessary, which such removal and determination of immediate necessity shall be at the sole discretion of the DEPARTMENT.

7. To provide as available the physical facilities, equipment, supplies, and patients to supplement an educational program in accordance with the objective of providing an internship experience to Health Care Profession students. Notwithstanding the foregoing, the DEPARTMENT may, at its discretion, temporarily remove access to facilities, equipment, supplies, and patients in the interest of the health or safety of patients, employees, students, or other interns.

8. The DEPARTMENT, a state agency or subdivision, is self-insured through the State Risk Management Trust Fund established pursuant to section 284.30, Florida Statutes, and administered by the State of Florida, Department of Financial Services. The DEPARTMENT certifies that it maintains and agrees to continue to maintain during the term of this agreement, general and professional liability protection coverage through the State Risk Management Trust Fund, and that this protection extends to the Department of Health, its officers, employees, and agents, and covers statutory liability exposure to the limitations described in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to whom sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties. The DEPARTMENT cannot insure or indemnify the SCHOOL, its officers, employees, students, and agents, or any third parties.

9. For student rotations designated by the SCHOOL as non-clinical, students will not participate in patient care or any other clinical activities while at the DEPARTMENT.

General Terms:

1. Independent Contractor: No relationship of employer/employee, principal/agent, or other association shall be created by this agreement between the parties or their directors, officers, agents, students, or employees. Students shall, at all times, be considered "independent" and shall, under no circumstances, be considered employees of the DEPARTMENT. The parties agree that they will never act or represent that they are acting as an agent of the other or incur

any obligations on the part of the other party.

2. Remedies; Limitations of Liability: Neither party shall be liable to the other for punitive, exemplary, special, indirect, or consequential damages, including without limitation, lost profits, each party's aggregate liability being limited to the other party's direct damages, and other costs set forth herein. This paragraph may only be interpreted as further limitation of the SCHOOL's and DEPARTMENT'S exposure; it shall not be interpreted as a waiver of sovereign immunity beyond that stated in section 768.28, Florida Statutes. In addition to the foregoing, the DEPARTMENT shall not be liable to students, faculty, or SCHOOL in the event of exposure to an infectious, environmental, occupational, or other hazard not caused by the willful or negligent conduct of the DEPARTMENT.

3. Notice: When either party to this Agreement desires to give notice to the other, such notice must be in writing, and delivered by (i) United States certified or registered mail, postage prepaid and return receipt requested, (ii) a nationally recognized overnight delivery service, (iii) personal delivery with a written receipt obtained, or (iv) email transmission with confirmation of receipt provided by the recipient via returned email, at the addresses set forth below. Notices shall be effective upon receipt. Presently, the parties designate the following as the respective places for giving notice:

For DEPARTMENT

Name: Mr. Kerry S. Waldron, MPA
Title: Administrator
Address: 915 Nobles Ferry Road, Live Oak, FL 32064
Telephone: 386-362-2708 Ext. 222
(Fax): 386-362-5613
E-mail: Kerry.Waldron@flhealth.gov

For SCHOOL

Name: David Dunkle
Title: Associate Dean of Economic Development and Workforce Education School
Name: North Florida College
Address: 325 NW Turner Davis Drive, Madison, FL 32340
Telephone: 850-973-9440
(Fax):
E-mail: dunkled@nfc.edu

4. Term and Renewal: Unless terminated earlier as provided herein, the term of this agreement shall be from May 1, 2025, or the latest date of signature by the parties, whichever is later, through April 30, 2027. This agreement may be renewed on a yearly basis for no more than three years or the term of the original contract, whichever period is longer. Any renewal shall be in writing upon mutual agreement and subject to the same terms and conditions as set forth in this initial agreement.

5. Termination: This agreement may be terminated by either party upon no less than 30 calendar days' notice in writing to the other party, with or without cause, unless a lesser time is mutually agreed upon in writing by both parties. Such notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The parties will thereafter work cooperatively to coordinate the termination of the services provided under this agreement and use their best efforts to schedule such termination on a date that allows internship rotation(s) already in progress to be completed where circumstances permit.

6. Entire Agreement and Modification: This agreement represents the entire understanding of the parties with respect to the matters covered herein and supersedes all prior and contemporaneous agreements, representations, and discussion, whether oral or written. This agreement may only be altered, amended, or modified in a writing signed by both parties.

7. Jurisdiction and Venue. This agreement shall be governed by and construed in accordance with the laws of the State of Florida, without respect to its conflict of laws principles. With respect to any action arising out of this agreement, the parties accept the exclusive jurisdiction of the state courts in Florida and agree that venue shall lie exclusively in Suwannee County, Florida.

8. Capacity: Each individual signing this agreement on behalf of either party individually warrants that he or she has the full legal power to execute this agreement on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this agreement.

9. Counterparts: This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

10. Cooperation with the Inspector General: SCHOOL acknowledges and understands that it has a duty to and will cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing, pursuant to section 20.055(5), Florida Statutes.

IN WITNESS WHEREOF, the parties approve this agreement and have caused it to be executed by their undersigned officials who are duly authorized.

NORTH FLORIDA COLLEGE
BOARD OF TRUSTEES

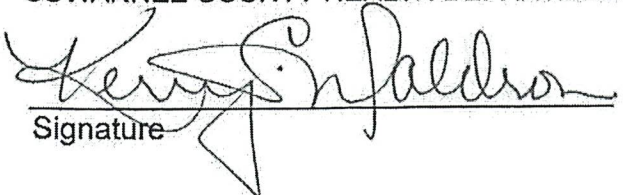
Signature

Name: _____

Title: _____

Date: _____

STATE OF FLORIDA
DEPARTMENT OF HEALTH
SUWANNEE COUNTY HEALTH DEPARTMENT



Signature

Name: Kerry S. Waldron

Title: Administrator/Health Officer

Date: May 1st, 2025