

BOARD MEETING DATE: August 20, 2024

ITEM: VII- A

RECOMMEND that the District Board of Trustees for North Florida College approves the attached Allied Health clinical agreements

ATTORNEY REVIEW STATUS: This item has been reviewed and approved by the Board Attorney.

THIS RECOMMENDATION: will provide clinical opportunities for students in NFC's Allied Health/Nursing and EMS departments.

MEMORANDUM OF AGREEMENT

BETWEEN

THE DISTRICT BOARD OF TRUSTEES OF
NORTH FLORIDA COLLEGE

AND

ADVENT CHRISTIAN VILLAGE

THIS AGREEMENT, made and entered into this 1st day of September, 2024, 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 Advent Christian Village, P.O. Box 4332, Dowling Park, FL 32064, 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, confidentially 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:

Signed and sealed in the
Presence of:

Advent Christian Village

By: _____
(Administrator/President)

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

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 2024, 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 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.
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5. To provide conference and meeting rooms as required and needed, if available and not being used for other purposes by the Agency.
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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.
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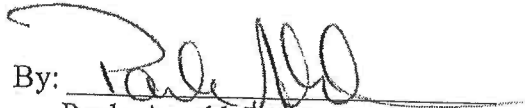
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Signed and sealed in the
Presence of:



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

MEMORANDUM OF AGREEMENT

BETWEEN

THE DISTRICT BOARD OF TRUSTEES OF
NORTH FLORIDA COLLEGE

AND

DOCTORS' MEMORIAL HOSPITAL

THIS AGREEMENT, made and entered into this 1st day of September 2024, 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 Doctors' Memorial Hospital, 333 N. Byron Butler Parkway, Perry, FL 32347, 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.

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10. The student may request and be entitled to a conference with the Instructor, and/or Program Coordinator.
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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.

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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:

Signed and sealed in the
Presence of:

Doctors' Memorial Hospital

By: Ashley Biddy, MD
(Administrator/President)

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 July 9, 2024 (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: _____

**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
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, 2024, or the latest date of signature by the parties, whichever is later, through August 31, 2025. 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

PREMIER MEDICAL CLINIC

THIS AGREEMENT, made and entered into this 1st day of September 2024, 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 PREMIER MEDICAL CLINIC, 315 E. Ash Street, Perry, FL 32347, 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, confidentially 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.

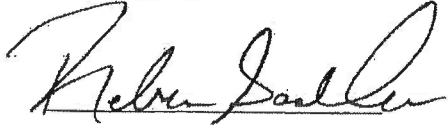
2. No alterations, modification, or variation of the terms of this agreement shall be valid unless made in writing and signed by both parties hereto.
3. The Agency and College agree that executed copies of this agreement shall be placed on file with the Administrator of the Agency and the Director of 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 X annually, ___ every two years, or ___ every three years unless either party requests a change or termination thereof.

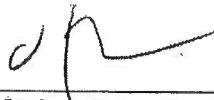
This Agreement may be terminated at any time by either party hereto, with or without cause upon sixty (60 days) written notice to the other party, provided that students currently enrolled in the program shall be permitted to complete the course.

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:



Premier Medical Clinic

By: 

(Administrator/President)

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

AGREEMENT

THIS AGREEMENT, made effective this 1st day of, August 2024, between Tallahassee Memorial HealthCare, Inc., a Florida non-profit corporation, (hereinafter referred to as “TMH”) and North Florida College (hereinafter referred to as the “Academic Institution” which may be any university, college, high school or other institution of learning which uses the resources and/or facilities of TMH).

WITNESSETH

WHEREAS, TMH is a non-profit Florida corporation which operates a hospital in Tallahassee, Leon County, Florida; and

WHEREAS, the Academic Institution provides educational programs (hereinafter sometimes referred to as the “Program” or “Programs”) for the purpose of training students enrolled in the Academic Institution (the “Students”), and desires to have certain learning experiences take place on TMH premises; and

WHEREAS, TMH agrees that the clinical experiences of certain of the Academic Institution’s Programs may be conducted within its facility by faculty-employees of the Academic Institution and under general supervision of the School, under the terms and conditions set forth below.

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

1. Program Description. A description of each particular Program (the “Program”) for which clinical training will take place at TMH, including but not limited to the specific number of Students, the scheduling of classes and other learning activities, the faculty’s accessibility to Students and other issues unique to the relationship will be agreed upon by the parties, set forth in writing, and attached as a Program Addendum to this Agreement. The initial Program Addendum is attached to this Agreement as “Program Addendum No. 1 for Academic Year Beginning August 1, 2024, and ending July 31, 2027” and by reference made a part hereof. For each additional, subsequent Program for which training will take place at TMH, the parties shall execute a new Program Addendum, specific to each Program and numbered in chronological order. A sample of such Program Addendum is attached as Attachment “1” and by reference incorporated herein. Upon a Program Addendum being executed, a Program Addendum will be attached hereto and incorporated as if fully set forth herein. Access to and utilization of TMH facilities and resources by the Program Participants (as defined below), as well as the utilization by TMH of the Academic Institution’s faculty and resources, shall be set forth in this Agreement.

2. Educational Responsibility. Academic Institution is solely responsible for the implementation and operation of the Programs and the education, training and supervision of the Program Participants (as defined below). TMH agrees to provide cooperation and assistance to the Programs; however, School is solely responsible for the curriculum, content, quality and evaluation of the Program Participants' educational activities conducted at TMH facilities, unless otherwise specified in Program Addendum 1.
3. Orientation: All Academic Institution faculty and Students will receive the same orientation required of TMH employees. At or before the TMH orientation, Program Participants shall execute copies of the Attachments "2," "3," and "4." As part of TMH orientation, Program Participants also are required to sign all other statements of responsibility and acknowledgments and training modules as required by TMH which may include, but are not limited to, the Code of Conduct document and Health Insurance Portability and Accountability Act of 1996 ("HIPAA") training module.
4. Faculty. The Academic Institution shall provide at its own expense such faculty as necessary to carry out each Program's curriculum and objectives to educate Students in a clinical/educational environment at TMH.
5. Coordination of Programs. All Students, faculty, employees, agents and representatives of the Academic Institution participating in the Programs at TMH (the "Program Participants") shall be coordinated through the TMH appointed liaison for each Program. All of the Academic Institution's Programs shall have an appointed liaison to work with TMH in the coordination of each of the Programs. The appointed liaisons shall be identified by name and/or title in the Program Addendum attached to this Agreement.
6. Responsibility Statements. The Academic Institution shall require and ensure that each Program Participant signs a Statement of Responsibility in the form set forth in Attachment "2" for injury or loss sustained during their participation in any of the Programs, and an Information Access Security and Patient Confidentiality Agreement in the form set forth in Attachment "3". Each Program Participant must also sign an Agreement in the form set forth in Attachment "4" to not assist voluntarily in any legal action or activity against TMH. Program Participants who have not signed any of these agreements shall not be allowed to participate in any Program's activities at TMH.
7. Insurance. The Academic Institution shall inform the Program Participants who are Students that each Student Program Participant must have professional liability insurance which covers each Student Program Participant at a minimum of \$1,000,000 per medical occurrence/incident with an aggregate of \$3,000,000. The Academic Institution shall identify and provide the Student Program Participants with information about insurance companies, programs and/or coverage which meet this requirement. The appointed liaison from each of the Academic Institution's Programs shall collect documentation or

certificates from each Student Program Participant or otherwise shall provide to the TMH Risk Manager evidence satisfactory to TMH of professional liability insurance that covers each Student Program Participant at a minimum of \$1,000,000 per medical occurrence/incident with an aggregate of \$3,000,000. The professional liability coverage for Program Participants who are Faculty shall be provided through the self-insurance program of the State of Florida, pursuant to 768.28, Florida Statutes, as amended from time to time.

8. Indemnification. TMH and Academic Institution agree to be responsible, to the extent provided by law, for the acts and/or omissions of their respective officers, employees and agents. However, this paragraph shall in no way act as a waiver of sovereign immunity or of any other defenses which either party may have to the prosecution of a legal action or any allegations made thereunder.
9. Health of Participants. All Program Participants shall comply with TMH employee health requirements and all Infection Control Policies and Procedures of TMH including but not limited to immunizations and screenings for specified communicable diseases. In the case of exposure, TMH shall be responsible for offering appropriate testing for the affected Program Participant in accordance with its exposure control plan, counseling and recordkeeping. TMH will use its best efforts to appropriately test the source patient and to obtain patient's consent for disclosure of test results to the Infection Control officer of the Academic Institution. TMH shall not be responsible for arranging for the Program Participant's medical care and/or treatment if necessary, including transportation in case of illness or injury while participating in any Program at TMH.
10. Emergency Care. TMH will provide emergency medical care to a Program Participant who becomes ill or is injured while participating in any Program at TMH; however, any Program Participant who receives such emergency services or any other health care services shall be responsible for the payment for such services, and the Academic Institution shall be responsible for determining that all Program Participants have and maintain appropriate health insurance. If a Program Participant does not have and maintain appropriate health insurance and provide proof of such insurance, the Program Participant shall not be allowed to participate in any Program at TMH.
11. Dress Code and Other Policies. The Academic Institution shall require the Program Participant to dress in accordance with dress and personal appearance standards in accordance with TMH policies and procedures. The current dress code is set forth in Attachment "5" and is subject to change at TMH's discretion; Academic Institution and Program Participants shall be responsible for complying with all TMH policies and procedures including the dress code, as they may be amended from time to time. The Program Participants will obtain and properly display the photo identification badge provided by TMH in accordance with TMH policies and procedures.

12. Background Check and OIG and Medicare Exclusion Review/EPLS. The Academic Institution agrees to conduct all criminal background checks and drug screenings, including fingerprinting where required, for each Program Participant prior to Program Participant participating in any Program at TMH. The Academic Institution shall conduct all required screens prior to the commencement of any clinical assignment. The screening contemplated hereunder shall include, but not be limited to, Level 2 background screening, as defined in Section 435.04, Florida Statutes, for those Program Participants who participate in a Program in the following departments at TMH: Behavioral Health Center, Long Term Care, Child Care and any other TMH department which may require such screening either by statute or policy, now or in the future. In addition, all other screening shall be conducted as may be required from time to time by Florida law and by TMH policy.

Prior to any Program Participant participating in a Program at TMH, Academic Institution shall provide TMH copies of all background and drug screening results for TMH's review and determination as to whether such activity constitutes a disqualifying event under Florida law or TMH policy; such decisions shall be the sole discretion of TMH and shall be final. In lieu of providing copies of such documentation, Academic Institution may provide TMH with the signed Attestation as described in Paragraph 25 of the Agreement. TMH shall keep all such information confidential and shall use such information only for the purposes stated herein.

No Program Participant will be allowed to participate in any Program at TMH if prohibited by Florida law or TMH policy based on the background and/or drug screening results; if such screening reveals a disqualifying event as to a particular Program Participant, that information will be reviewed with Human Resources, then TMH shall notify the Academic Institution, in writing, that the Program Participant shall not participate in a Program at TMH; the Academic Institution shall be responsible for notifying the Program Participant that he/she may not participate in a Program at TMH. If, after the Program Participant has begun participation in a Program at TMH, either TMH or the Academic Institution becomes aware of an event or act that would disqualify the student from participation in the Program under Florida law or TMH policy, the student shall be immediately removed from the Program in which he or she is participating at TMH.

Any Program Participant who has not had the required background check or has not passed it according to TMH standards shall not participate in any Program at TMH. Any such background check information obtained and provided to TMH by the Academic Institution shall be kept confidential by TMH and not shared with any third party except as may be required by law. Such information shall be accessed only by TMH employees who need to deal with the information in the normal course of their duties.

It is the policy of Tallahassee Memorial Healthcare, Inc. to exclude from clinical

experiences Program Participants who have engaged in fraud or abuse of state and/or federal programs. As part of the clearance process, all prospective students/faculty will be screened for exclusion from federal and state health care programs as part of the TMH clearance process.

13. Compensation. The Academic Institution shall be solely responsible for all applicable salaries, benefits, taxes and insurance of its own personnel, agents, employees, Students and Program Participants.
14. Service Performance. All licensed Program Participants shall be duly licensed, certified or otherwise qualified. The Academic Institution shall have a specially designated staff person(s) to act as a liaison and to coordinate with TMH in the performance of the services specified herein. The Academic Institution and all Program Participants shall perform their duties and services hereunder in accordance with all relevant local, State and Federal laws, and shall comply with the standards and guidelines of all applicable accrediting bodies and the Bylaws of TMH, and any rules and regulations of the Academic Institution and TMH as may be in effect from time to time. The Academic Institution and Program Participants shall in no way interfere with or adversely affect the operation of TMH or the performance of services therein. The Academic Institution represents that the services and duties of the Academic Institution contemplated by this Agreement will not violate the provisions of or constitute a default under any other Agreement or contract to which the Academic Institution is a party or by which it is bound or which would preclude the Academic Institution from performing pursuant to this Agreement.
15. Student Participation. Students shall engage in no patient activity or encounters other than as set forth in the applicable Program Addendum. All such activities and encounters shall be under the supervision of the appropriate faculty member, as set forth in the applicable Program Addendum.
16. Facilities.
 - a. TMH shall, subject to available resources and TMH policies, procedures and needs, arrange for access by Program Participants to TMH facilities appropriate to the goals and objectives of each Program, subject to TMH policies and procedures.
 - b. TMH agrees to allow Program Participants, at their own expense, to use the cafeteria facilities provided for TMH personnel and at the same prices charged TMH personnel, providing these facilities are available.
17. Records. TMH shall permit the Program Participants to have access to patient medical records only as necessary for participation in each Program as required and in accordance

with TMH policies, regulations and bylaws and the standards of conduct and ethics of the profession to the extent such access is necessary to participation in a Program. The Program Participants shall treat these medical records as confidential. The Academic Institution shall comply with all HIPAA requirements and TMH's HIPAA policies and procedures. The Academic Institution shall inform Students about HIPAA and other applicable health care and professional confidentiality and privacy standards and the requirements to comply.

18. Policies and Procedures. All Program Participants to include faculty and students shall abide by and be governed by the policies and procedures of TMH, the TMH Code of Conduct and the TMH Compliance Program. Furthermore, if TMH determines that any activity of Program Participants at TMH are contrary to the general operational practices and policies of TMH, TMH agrees to inform the Academic Institution by written notification of said concerns, specifying which policies, procedures and/or general operation are in question. TMH may make a recommendation as to what action should be taken to remedy the situation or at its sole discretion TMH may cease to allow access to TMH records, systems, facilities or resources to the Program Participant. Should TMH, in its sole discretion, determine that the actions or behavior of any Program Participant are disruptive, unsafe, or otherwise unacceptable, then TMH shall request a conference the Chairperson of the Program Participant's Program, to determine an appropriate course of action to resolve the problem; however, in such event, said Program Participant's participation in its Program at TMH may immediately cease in TMH's sole discretion.

TMH agrees to include faculty-employee members of a Program in staff meetings when policies to be discussed will affect, or will be related directly, to a specific Program, in TMH's discretion.

19. Program Instruction. The Academic Institution shall, upon request, provide TMH the current curriculum, course objectives and syllabus of the Academic Institution's applied educational Program and such other material or information as may reasonably be required to inform TMH of the nature and extent of a Program. TMH agrees that the instruction under each Program, in accordance with Paragraph 2(a) hereof, shall be given during Monday through Friday school days when possible, excepting regular holidays as provided for in the regular school calendar as established by the Academic Institution. TMH agrees that the division and arrangement of time under each Program, with reference to theoretical and clinical learning experiences, shall be determined by the faculty-employees of the Academic Institution and shall be based upon the needs of the Students for specific learning experiences required to meet the objectives of each Program; however, TMH shall have the authority to take any action which may modify or limit the activities of a Program at TMH in any way necessary for the best interests of TMH and its patients.

20. Clinical Responsibility. TMH will retain responsibility for the care of TMH's patients and will reserve the right to modify or limit the activities of a Program at TMH in any way necessary for the best interests of TMH and its patients.
21. Confidentiality. The Academic Institution and its agents, Students, faculty, representatives and employees agree to keep strictly confidential and hold in trust all patient information and business, financial, corporate and proprietary information. Information in any medium, to include paper and electronic, shall not be removed from TMH facility, transmitted, e-mailed, copied or photographed or downloaded to any mobile device or storage media without the express prior written authorization in the proscribed form and format from the designated TMH liaison. The Academic Institution shall not disclose the terms of this Agreement to any person who is not a party to this Agreement, except as required by law or authorized by TMH. Unauthorized disclosure of the terms of the Agreement shall be a material breach of this Agreement and shall provide TMH with the option of pursuing remedies for breach, and notwithstanding any other provision of this Agreement, immediately terminating this Agreement by written notice to the Academic Institution.

All information gathered by or provided to Academic Institution and Program Participants under this Agreement shall be confidential information and shall be the sole property of TMH, except as otherwise provided by law. Except upon the prior written consent of TMH, Academic Institution and Program Participants shall not use or disclose any information gathered by or provided to Academic Institution and/or Program Participants under this Agreement for any purpose not in conformity with state law and regulations, including but not limited to HRSM 50-1, and federal law and regulations, including but not limited to 45 CFR, Part 205.50. All TMH patient information and records shall remain the property of TMH.

The Academic Institution and its agents, faculty, representatives and employees agree to require the Academic Institution and its agents, faculty, representatives and employees to maintain in strict confidence all patient identifying information ("PHI") received by Academic Institution and Program Participants from TMH in carrying out its duties under this Agreement and to inform Students of their responsibilities and necessary compliance with the requirements to maintain in strict confidence all PHI received by Academic Institution and Program Participants from TMH in carrying out its duties under this Agreement. Specifically, the Academic Institution shall comply, shall require its agents, faculty, representatives and employees to comply and inform its Students of the necessity of their compliance with the following:

- a. only use or disclose Protected Health Information ("PHI") as defined by HIPAA as permitted under this Agreement and not in a manner that would violate any privacy standards established under Federal or State law (the "Privacy Standards"),

- b. use appropriate safeguards to prevent the use or disclosure of PHI except as permitted by this Agreement,
- c. report any known misuse of PHI to TMH Privacy Officer,
- d. impose these same requirements on any subcontractors or agents of Academic Institution,
- e. cooperate with an accounting of disclosures to individuals as required by the Privacy Standards, and
- f. make the internal practices, books and records of Academic Institution and relating to use and disclosure of PHI available to the United States Department of Health and Human Services.

Notwithstanding the foregoing, Academic Institution agrees to comply with all local, State and Federal rules, regulations and statutes, as well as with TMH's policies and procedures relating to confidentiality.

TMH agrees that to the extent that it maintains records regarding any Program Participant's clinical experience that it shall act consistently with Florida and Federal Laws related to the confidentiality of student records.

This confidentiality provision will survive the termination or expiration of the terms of this Agreement.

- 22. Student Conduct. In the event conflicts or problems arise with respect to the assignment or conduct of any Program Participant, TMH reserves the right to require the Academic Institution to immediately withdraw from the Program any Program Participant whose work or conduct is not in full accord with TMH's standards of performance or policies and procedures, the Information Access Security and Patient Confidentiality Agreement (Addendum 3) and this Agreement or upon the determination by TMH that such Program Participant's presence is detrimental to the interests of TMH. In such situation, TMH shall have the right to require the Program Participant to cease Program activity at TMH and leave the TMH premises.
- 23. Withdrawal of a Student. The Academic Institution may, at any time, withdraw a Student whose progress, conduct or work does not meet the Academic Institution's standards for continuation in a Program. The Academic Institution may, in addition, immediately withdraw a Student from TMH when, in its judgment, the clinical experience does not meet the student's needs. The Academic Institution will ensure that any TMH confidential information that may be in the possession of the Student is returned to the

TMH liaison.

24. Independent Agent. It is expressly understood and agreed that in no event shall Students or other Program Participants be considered, deemed or represent themselves as agents, officers, servants or employees of TMH. Specifically, TMH and the Academic Institution expressly agree that all faculty-employees of the Academic Institution and under any Program shall remain agents or employees of the Academic Institution and shall not at any time during the term of this Agreement be considered, deemed or represent to be the personnel, employees or agents of TMH. Further, it is expressly understood and agreed that in no event shall the employees or agents of TMH be considered, deemed or represent themselves as agents, officers, servants or employees of the Academic Institution.

TMH and the Academic Institution further agree that they will never act, or represent that they are acting as agent of each other, nor incur any obligations on the part of the other, without first obtaining the express written authority of the party who is to be obligated.

25. Attestation in lieu of Documentation. In order to streamline the program process while ensuring that all requirements regarding appropriate screenings and requirements are met, approved Academic Institutions may provide TMH with the completed and signed Attestation form attached hereto as Attachment "6", and by reference made a part hereof, for each Program Participant. This Attestation in lieu of documentation is limited to only those screenings and requirements specifically described in the Attestation. Documentation pertaining to any other screenings or requirements of this Agreement not specifically set forth in the Attestation must still be provided to TMH.

When a qualifying Academic Institution provides TMH a completed, signed Attestation with regard to a Program Participant, TMH agrees to accept such Attestation in lieu of the specific records or screenings and requirements described therein.

26. Copy of Agreement. TMH and the Academic Institution agree that executed copies of this Agreement shall be placed on file with the Academic Institution and TMH.

27. Modification or Termination.

- a. Modification. This Agreement constitutes the entire Agreement of the parties and supersedes any prior Agreements, whether oral or written. This Agreement shall not be modified unless in writing and signed by both parties.
- b. Termination. In the event either party, with or without cause, decides to cancel this Agreement, then that party shall notify the other party in writing thirty (30) days prior to the date of termination, specifying that the termination be effective at the completion of the clinical experience of the ongoing classes, not to exceed

nine (9) months except as set forth in 27(c) below.

- c. This Agreement will terminate immediately upon either TMH or Academic Institution losing accreditation or otherwise ceasing to operate.
28. Applicable Law. This Agreement shall be governed by the Laws of the State of Florida.
29. Notices. Any written notices required by the Agreement or any other notices, reports, letters, etc., shall be mailed to the parties at the following respective addresses:
- To TMH: Monica Ross
Vice President Chief Human Resources Officer
Center for Health Care Careers/Human Resources
Tallahassee Memorial HealthCare, Inc.
1300 Miccosukee Road
Tallahassee, FL 32308
- With a copy to: E. Murray Moore, Jr., Esq.
Pennington, P.A.
215 South Monroe, Second Floor
Tallahassee, FL 32301
- School: North Florida College
Dr. Anna Kelley
Director of Nursing and Allied Health
325 NW Turner Davis Dr.
Madison, FL 32340
30. Binding Effect. This Agreement shall be binding upon the parties' successors and assigns and legal representatives.
31. Term of Agreement. Subject to the provisions related to termination as hereinafter provided, the term of this Agreement shall commence on the date set forward above and continue for one (1) year, provided however that this Agreement shall renew automatically until July 31, 2027 unless terminated as set forth in paragraphs 26(b) and (c).
32. Assignability. Neither party shall assign this Agreement without the written consent of the other party.
33. Discrimination. The Academic Institution and TMH will comply with Title VII of the Civil Rights Acts of 1964, Title IX of the Education Amendments of 1972, and Section 504 of the Rehabilitation Act of 1973, and related regulations. Assurance is given that

neither will discriminate against any employee or applicant for employment or registration in the course of study due to race, color, creed, age, sex, marital status, national origin or handicap. In the event such discrimination occurs, then the non-discriminating party may terminate this Agreement immediately by written notice to the other party.

34. Litigation expenses. In the event of litigation between TMH and the Academic Institution arising from any provision of the Agreement, each party shall bear its own costs and expenses, including reasonable attorneys' fees.

TALLAHASSEE MEMORIAL HEALTHCARE, INC.

By: _____
Monica Ross **Date**
Vice President Chief Human Resources Officer

NORTH FLORIDA COLLEGE

By: _____
Ricky Lyons **Date**
Chairman (Board of Trustees)

By: _____
John Grosskopf **Date**
President

By: _____
David Dunkle **Date**
Associate Director of Economic
Development and Workforce Education

ATTACHMENT "2"
STATEMENT OF RESPONSIBILITY

The undersigned ("Program Participant") is a student of _____ (the "Academic Institution") participating in a Academic Institution Program (the "Program") at Tallahassee Memorial HealthCare, Inc. ("TMH"). For and in consideration of the benefit provided the undersigned, in the form of experience in evaluation and treatment of patients of TMH and other good and valuable considerations, the Program Participant hereby covenants and agrees that, in the event of injury or loss sustained by the Program Participant while participating at TMH in the Program, the liability of TMH shall be limited to the negligent acts and/or omissions of TMH employees. If not provided by the Academic Institution, Program Participant shall purchase his/her own liability insurance to provide coverage for any injury or loss sustained by Program Participant while participating in the Program at TMH; such insurance shall be in amounts satisfactory to TMH, at a minimum of \$1,000,000 per medical occurrence/incident with an aggregate of \$3,000,000, and Program Participant shall provide proof thereof.

Dated this _____ day of _____, _____.

Program Participant Signature

Program and Academic Institution

Print Name of Program Participant

Witness

Date

Each Program Participant shall execute this Statement of Responsibility during or before the Program Participant's TMH orientation.

ATTACHMENT "3"
Tallahassee Memorial HealthCare, Inc.
Information Access Security and Patient Confidentiality Agreement

The undersigned agrees and commits to the following statement:

Tallahassee Memorial HealthCare, Inc. ("TMH") respects the confidentiality of our patients' medical information. We believe that patients have the right to have their medical information used appropriately for their care and to expect that caregivers will carefully protect the privacy of that information. The HIPAA Privacy and Security Standards, HITECH Act of 2009, Florida Statutes, and the related TMH Privacy and Security policies and procedures ("P&P's") (on the TMH Intranet) place certain restrictions on the processing, use, and disclosure of individuals' and patients' Protected Health Information ("PHI") and other Confidential Information. During the performance of duties, colleagues (employees), students, volunteers, and certain contract staff may have access to and/or be involved in the processing of Confidential Information, including but not limited to: patient PHI and electronic PHI ("ePHI") to include medical records; indexes of medical information; patient demographics, billing, and appointment history; confidential communications for diagnosis and treatment purposes; Human Resources ("HR") records; and other business, financial, corporate and proprietary information. TMH expects that all individuals who have been granted authorized access to Confidential Information will do so in a manner consistent with regulatory requirements, laws, and established TMH P&P's related to the transmission, use, and disclosure of Confidential Information and the security of TMH information systems and data.

I understand and agree to adhere to the following:

1. All information related to a patient's healthcare and treatment in any facility, department, or unit of TMH is considered "protected health information." This information can only be accessed and shared with those who have a "need to know" while performing duties related to treatment, payment, and healthcare operations ("TPO"). While performing my duties, I may have access to information concerning all TMH patients; however, only the minimal amount of information necessary to adequately perform my specific job responsibilities will be accessed.
2. No information concerning TMH patients will be used, disclosed, or discussed outside of TMH unless specifically authorized by the patient, permitted by the HIPAA Privacy Rule, or required by law. If I have any questions about the appropriateness of disclosure, prior to disclosure, I will make inquiry to the appropriate supervisor or Privacy Officer as indicated.
3. Patient information will not be discussed openly in a public environment, such as elevators, corridors, hallways, cafeterias, or at any other location where others may overhear comments. Discussions necessary for the care of the patient will be conducted as discreetly as possible.
4. Only authorized personnel may release copies of the patient's medical record and only in accordance with TMH policy and consistent with state and federal regulations. Patient information, such as name, date of birth, address, and/or social security number, will not be recorded on any documents which are removed from my work area or from the facility. Patient information may not be photocopied for personal or school-related use.
5. Telephone inquiries concerning a patient's condition must be referred to individuals who are authorized to respond to such inquiries. Disclosure of PHI over the telephone will be done in a manner that reasonably ensures protection of the information, to the greatest extent practicable, without interfering with the intended purpose of the communication.
6. Computer passwords will be kept confidential. Inappropriate use of or failure to maintain the confidentiality of any computer password will be cause for disciplinary action.
7. I shall not provide any opinion or testimony, in any form, concerning care provided at TMH or otherwise assist in any way, any attorney, plaintiff or prospective plaintiff or defendant in any cause of action against or contemplated against TMH unless subpoenaed or Court ordered to do so.
8. I will use my user identification code (user ID) and password solely in connection with my authorized access to information. I will take all necessary steps to prevent anyone from gaining knowledge or use of my user ID and password. I understand that my password is recognized as my personal signature on each computer function. For security purposes, I understand that if my account is inactive for 90 days or more, it will be disabled until notice is given by the authorized user or supervisor to reactivate.
9. I am responsible and accountable for all entries made and all records retrieved under my username and password.
10. I will use TMH information resources for business reasons only and will not use information resources for personal use. Under no circumstances will I utilize TMH information resources (specifically e-mail) for purposes prohibited by TMH's P&P's, or for personal benefit or gain, solicitation, or distribution of information that is not related to TMH business, with the exception of short informational messages approved by my supervisor.

11. I acknowledge that e-mail communications, computer systems, and any other information resources are not private and may be monitored by TMH to ensure that there is no unauthorized use of the company's systems. I also acknowledge that use of TMH communications facilities to convey offensive, harassing, vulgar, obscene or threatening information, including disparagement of others based on race, national origin, marital status, sex, sexual orientation, age, disability, pregnancy, religious or political beliefs, or any other characteristic protected under federal, state or local law, is strictly prohibited and can result in termination.
12. I will respect laws regarding copyrighted software and not make unauthorized copies of software, even when the software is not physically protected against copying.
13. I acknowledge that my obligations and responsibilities continue after termination of employment, contract or affiliation with TMH.
14. I will ensure that Anti-virus software is run by authorized information technology department staff on all new software loaded on TMH computers. I understand that I am not authorized to bypass this step.
15. I will sign off and/or physically secure a terminal or PC when leaving it unattended in an area open to unauthorized individuals.
16. I will not load copyrighted software, shareware and/or freeware, etc. (software programs that are not protected by copyright) on any TMH computer without prior approval by the Information Technology Department.
17. I will protect terminals, network devices and personal computers from theft and physical damage.
18. If applicable to my job description, it is my responsibility to correct colleagues' time; I must follow hospital policies set forth in the TMH HR P&P's (on TMH Intranet). I understand that failure to pay colleagues in accordance with hospital policy can and will result in disciplinary action up to and including termination.
19. I will follow the process established for patients to access patient records and accounts, and I will not access patient records or accounts for myself or family.
20. I will not remove PHI from TMH property either in hard copy or electronic form or on any mobile device, i.e., laptop, PDA, or storage medium, (i.e., CD, thumb drive, USB stick) without the written authorization as required by TMH P&P's.
21. I will report any violation of the information security and patient confidentiality policy to Supervisors, the TMH Security Officer or the TMH Privacy Officer.
22. I understand that violations of security and/or privacy rules and P&P's, whether due to carelessness or malicious intent, are causes for appropriate corrective action in accordance with HR P&P's, up to and including discharge, based on the seriousness of the breach.
23. I understand this agreement will not expire, however, will be reviewed annually.
 - o All TMH colleagues' access is subject to be renewed at their annual review to re-enforce TMH's confidentiality and security policy, as set forth in the TMH HIPAA Security Program P&P's (on TMH Intranet).
 - o All Non-TMH employees must review this Confidentiality agreement annually thereafter or at the beginning of a new engagement and/or contract when a break in continuous service is greater than two months, or as determined by the appropriate manager.
24. I acknowledge my access privileges are subject to periodic review, revision, renewal, or revocation and that I am obligated to maintain the confidentiality of any new information or systems I am granted access to in order to perform my specific job responsibilities.

Colleague Name (print)	Department
Signature	I.D. #
Company or School Affiliation (if applicable)	Date

Each Program Participant shall execute this Information Access Security and Patient Confidentiality Agreement during or before the Program Participant's TMH orientation.

ATTACHMENT "4"

Prohibition Of Voluntary Participation in Legal Actions Against TMH

The undersigned Program Participant, as a condition of being allowed to participate in the Program at TMH agrees that I shall not voluntarily participate in any action against TMH, or contemplated against TMH, which may be brought by a person or entity not a party to this Agreement, except as may be required by law. Such voluntary participation related to any action against TMH or contemplated against TMH: in which I shall not participate voluntarily includes, but is not limited to the following activities:

1. the review of any medical records,
2. voluntarily provide any opinion or any testimony in any legal forum concerning care provided at TMH, or
3. otherwise voluntarily assist in any way, any attorney, plaintiff or prospective plaintiff, or defendant if such activity is related to any action against TMH or contemplated against TMH, except as may be required by law.

In the event that I provide or attempt to provide any of the services described in Paragraph 1 of this Attachment, then TMH shall have the right to immediately terminate my participation in the Program at TMH.

Dated this _____ day of _____, _____.

Program Participant

Print Name

Program

Each Program Participant shall execute this Prohibition Of Voluntary Participation in Legal Actions Against TMH Attachment during or before the Program Participant's TMH orientation.

ATTACHMENT "5"

TALLAHASSEE MEMORIAL HEALTHCARE, INC.

TALLAHASSEE MEMORIAL HEALTHCARE, INC.
HUMAN RESOURCES POLICY

POLICY AND PROCEDURE NO. 45-336

March 1, 1990
Revised: November 1, 2014

DRESS CODE / PROFESSIONAL APPEARANCE EXPECTATIONS

I. POLICY

The personal appearance and hygiene of each paid or unpaid representative of Tallahassee Memorial HealthCare is crucial to the image of our organization. As such, all TMH representatives shall dress in a manner that reflects our dedication to providing high quality patient care in a professional environment, while inspiring the respect and confidence of patients, families and fellow colleagues. This policy applies to all shifts, facilities, departments and units of TMH.

II. PROCEDURE

A. There are three designated categories of professional appearance. One specific category is appropriate for each TMH colleague as defined by department leadership. Grooming standards are universal.

- Category 1 Customer Service**
- Category 2 Clinical Service**
- Category 3 Support Service**

Category 1 - Customer Service Attire

These colleagues work primarily in administrative, business, secretarial or clerical capacities which must reflect a conservative, traditional and professional style. Scrubs are not worn by colleagues assigned to Category 1.

Category 2 - Clinical Service Attire

Clinical attire, including scrubs and other clinical uniforms should be of a color appropriate to the work environment. Scrub pants must be a solid color, not print. Scrubs may be worn by any staff member whose responsibilities could result in exposure to blood or body fluids. Professionals such as social workers, case managers, dietitians and pharmacists will follow the guidelines established in Category 1 with the option of wearing a lab coat. Outerwear clothing should not be worn while providing direct patient care.

Category 3 - Support Service Attire

Colleagues working in Food Service, Plant Engineering, Environmental Services, Grounds, Maintenance, Laundry, Materials Management, Security, Transportation, Childcare and the Storeroom may adopt an identifiable garment, such as a uniform, smock, scrubs, or shirt/blouse and slacks/skirt. Work boots or hats (worn as intended), as part of the uniform, may be worn if authorized by department leadership.

- B. "Dress down" or "casual days" are not allowed, unless approved by the CEO.
- C. TMH leadership is accountable for ensuring that all TMH representatives comply with the professional appearance policy and have the discretion to define what is and is not professional and acceptable, adhering to the content and intent of this policy.
- D. Official religious beliefs related to appearance and attire, infection control requirements and safety regulations will be considered in defining what is acceptable.
- E. Departments may develop, enforce and publicize a professional appearance policy meeting or exceeding the guidelines of this policy or according to any applicable regulations, laws, standards set forth by accrediting, legal or regulatory entities relative to the nature of the work, location of work area and the proximity of patients/public. Departments must receive approval from Human Resources on all professional appearance policies developed, enforced and publicized.
- F. All clothing must be clean, neat, ironed and in good repair. Extremes in clothing, hairstyles, jewelry and colors are forbidden. Office staff shall wear professional business attire; polo shirts may be worn as approved by department leadership. Attire for all categories is to be conservative and professional.
- G. Length and fit of all attire is to be in accordance with that acceptable in a business environment; oversized or undersized clothing is not acceptable. Unacceptable attire includes, but is not limited to, the following: Crop pants, jeans of any style or color, except in those areas where jeans are appropriate and approved by Human Resources and department leadership, denim material or "denim look" material, shorts, pedal pushers, hip hugger pants, stirrup pants, any item constructed of spandex, sweat suits (sweat pants/sweat shirts) warm-up suits, overalls, cut-offs, tee-shirts, tank tops, halter tops, crop tops, tube tops, see-through clothing, exposed midriffs, exposed cleavage, backless clothing, spaghetti straps, sun dresses, hoodies, sunglasses (unless the colleague is outside or there is a medical reason to wear) and any clothing that advertises.
- H. A TMH identification badge is required for each TMH colleague and must be worn above the waist with the photo and name visible at all times while on duty. Aero Scout devices issued to a colleague, must be worn by the colleague while on duty.
- I. Hats, visors, sweatbands and other types of head coverings may not be worn unless required as part of an approved uniform or an official religious belief.

- J. Footwear must meet any safety requirements and be of a professional style and color appropriate to the type of work performed. Dress sandals are acceptable. Flip-flops and sport or beach style sandals are not to be worn. Shoes must be clean, polished and in good repair. Sport/tennis/athletic shoes may be worn as approved by department leadership.
- K. If worn at all, jewelry must be appropriate for the work environment and should be limited to that which provides a simple, safe, conservative and professional appearance. Pins and other jewelry that advertise or that may pose a safety hazard are strictly prohibited.
- L. Colleagues may wear up to two earrings in each ear. Earrings may not touch the shoulder. No other jewelry may be worn in any piercing on the face, head, nose, mouth, neck, ears, hands or other visible body parts, including the tongue.
- M. Offensive tattoos portraying nudity, vice, crime, objectionable symbols or profanity are prohibited at TMH; such tattoos shall be covered so they are not visible. Colleagues providing hands-on patient contact must not cover tattoos from the wrist to the fingertips in order to not impede proper hand hygiene for infection prevention.
- N. The following grooming standards apply:

1. **Hair:** Hair is to be neat, clean and of a color natural to humans, that could be genetically created. Hair longer than shoulder length is to be tied back or contained in a net if the colleague is performing duties in patient care areas, laundry or as required by department dress code. Extreme hairstyles, hair glitter and hair jewelry/beads/feathers/flowers, etc. are not permitted. Barrettes, “scrunchies” and other such items must be conservative and professional in appearance. Facial hair is acceptable, provided it is neatly trimmed. Artificial eye lashes are not permitted.
2. **Hands and nails:** Hand hygiene assists in maintaining infection prevention. Hands must be clean at all times. Fingernails are to be clean and neatly manicured with no chipped polish. Fingernails of non-clinical staff may not be longer than ½ inch from the tip of the finger. Under no circumstance may the length of the nail impede the performance of duties. The fingernails of clinical staff may not be longer than ¼ inch from the tip of the finger. Colleagues with direct patient contact may not wear artificial nails of any kind. Nail color and nail art must be conservative. Nail appliqués and charms/nail jewelry may not be worn.
3. **Cosmetics and fragrances:** Makeup should be moderate in application. Lotions, perfumes and colognes should be applied sparingly, if at all. In the event that a cosmetic or fragrance causes patients, colleagues or visitors any form of distress, the cosmetic or fragrance must be immediately removed.

To ensure appropriate infection control and patient safety, TMH colleagues using latex gloves should use only non-petroleum based hand lotions due to petroleum having the potential to cause disintegration of latex gloves.

- O. RESPONSIBILITIES: TMH leaders are accountable for the enforcement and fair administration of the professional appearance expectations of TMH. Colleagues failing to comply with this policy will be sent home without pay to change and corrective action will be initiated.

III. REFERENCE

Occupational Safety and Health Administration (OSHA)
U.S. Centers for Disease Control and Prevention (CDC)

Original with Signature on File in Human Resources Administration

Robert L. Moore, Jr., Esq., SPHR
Vice President/Chief Human Resources Officer

Policy and Procedure Review and Revision History:

Created: March 1, 1990 (F-20)
Revised: October 1, 1991 (F-20)
Revised: July 27, 1992 (F-20)
Revised: November 4, 1996 (F-20)
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Revised: September 1, 2003 (F-20)
Revised: November 1, 2005 (F-3)
Revised: March 17, 2006 (E-49)
Revised: June 21, 2007 (E-49)
Revised: February 1, 2012 (E-49)
Revised: November 1, 2014 (45-336)



ATTACHMENT "6"
Program Participant Attestation Form

The undersigned acknowledges and attests to Tallahassee Memorial HealthCare (TMH) on the behalf of	
School Name:	
that the following Program Participant	
Name:	Contact Information:
for the following TMH Clinical Rotation	
Program:	Unit / Department:
Instructor:	Instructor Phone:
Start Date:	End Date:
has completed the online education and does meet health, immunization and screening requirements of TMH to participate in clinical rotation at Tallahassee Memorial HealthCare.	

On behalf of School, the undersigned further acknowledges and attests that:

1. Program Participant has met all the health requirements including:
 - a. Proof of Measles, Mumps and Rubella (MMR) immunity by positive antibody titers or 2 doses of MMR.
 - b. Proof of 3 doses of Hepatitis B vaccine, positive titer or signed declination.
 - c. Proof of 2 doses of Varicella vaccine or positive titer.
 - d. Proof of *annual* negative TB skin test within 1 year or negative CXR (if had a positive PPD) within 2 years. If history of a positive TB skin test or CXR then the individual is cleared by a Tuberculosis Screening Questionnaire indicating no problems for more than 3-4 months from a physician/ health care professional.
 - e. Proof of *annual* seasonal influenza vaccine between the dates of September 15th and March 31st. (*If Program Participant refuses, a declination form must be completed and accompanied by a note from a physician detailing medical contraindication.*)

Date Vaccine Given (#1)

2. Program Participant has completed and passed the orientation education including:
 - a. Online orientation modules and post tests
 - b. Current BLS certification which covers time Program Participant is at TMH
3. Program Participant has successfully completed Criminal Background Investigation which:
 - a. Does not reveal any criminal conviction or pending investigations, reviews, sanctions or peer review.
 - b. Confirms the individual is not listed as a violent sexual offender
 - c. Does not reveal ineligibility for rehire as a former employee of TMH.
 - d. Does not reveal any limitations of any licensure, certifications or registration.

School further certifies that the results of the background checks indicate that Program Participant has not been convicted of, pled "no contest" to, or had adjudication deferred or withheld for any violation of federal, state, county or municipal law, other than criminal traffic offenses within the past 7 years. The screenings contemplated hereunder include Level 2 background screening, as defined in Florida Statutes for those

Program Participants who participate in a Program in the following departments at TMH: Behavioral Health Center, Long Term Care, Child Care and any other TMH department which may require such screening, either by statute or policy, now or in the future.

4. Program Participant has satisfactorily completed a standard 10 panel drug screen which does not reveal information of concern or inappropriate use of drugs¹. The drug screen shall be administered no more than 90 days before the start date of clinical activity.
5. School has conducted screenings, including but not limited to an EPLS background check, a SAM exclusion check and OIG and Medicare Program exclusion review, and has determined and hereby attests that Program Participant has never been excluded from participation in, or sanctioned in connection with, any federally funded health care program. School further attests that it consistently runs OIG/SAMS screens on Program Participant and will immediately notify TMH should Program Participant become excluded or sanctioned at any time or is arrested for any crime, excluding criminal traffic offenses.
6. Faculty will need proof of valid license/registration relevant to program (e.g. nursing license for nursing program.) License/registration must remain current for duration of instruction at TMH.

School shall provide the results of the background check, federal exclusion screening results and further information relating to Program Participant should TMH be audited by a regulatory or accrediting agency.

This Attestation is provided in lieu of providing records of the various screenings and requirements referred to above, and TMH may rely on this Attestation as if all such documentation was provided. School acknowledges and agrees to a compliance audit, at least annually, upon request by TMH. School acknowledges that any Program Participant may be suspended or removed from participation in the Program at the discretion of TMH until any deficit is rectified.

This form and accompanying documentation² must be emailed to academic.info@tmh.org no later than 1 week prior to start of clinical activity.

The undersigned is authorized to sign this attestation on behalf of School.

Signature

Date

Title

School

Email

Phone Number

¹ TMH follows the Federal Drug Free Workplace and therefore does not allow for medical marijuana.

² Proof of professional liability insurance (\$300,000/\$100,000) must be provided for Music Therapy students.

**PROGRAM ADDENDUM NO. 1 TO AGREEMENT BETWEEN TMH AND SCHOOL
FOR ACADEMIC YEAR BEGINNING AUGUST 1, 2024 AND ENDING JULY 31, 2027**

Name of School: North Florida College

Name of Program: Associate in Science Registered Nursing

Name of Contact Person at Program: Tara Mesnard

Phone Number: 850-973-1626

Email: mesnardt@nfc.edu

1. The Program may be described as:

The RN Program provides a curriculum that assists an individual in giving safe, effective nursing care for culturally diverse patients in a variety of healthcare settings. The Associate in Science Registered Nursing Program will prepare a graduate to function in the role of provider of care, manager of care and member of the profession. The curriculum includes courses in the nursing process; pharmacology; nursing care for adult, pediatric, aged, and pregnant patients in healthy states as well as with disorders and disease states; leadership and management for the registered nurse as well as issues and trends that affect the professional registered nurse including career management.

2. The Program and TMH agree to the specific terms and conditions as follows:

A. The specific number of students is 30 for each interval of study, which is for a period of 2 [two] day(s) week(s) month(s) per academic quarter(s) or academic semester(s)].

B. The classes and/or learning activities shall be scheduled as follows:

NFC is requesting preceptors for our RN students' practicum experience. Several students in NFC's RN program desire employment at TMH and would like to be placed in the facility for their final clinical practicum experience. The practicum consists of 48 hours that must be completed over approximately two to three weeks. The preceptorship provides a time during the last four weeks of the nursing program (April and July) for a transition from the student to the graduate role as an Associate Degree Nurse. Students accomplish this by working with an experienced Registered Nurse preceptor to provide holistic nursing care for a limited number of clients with health problems.

C. The Program faculty's accessibility to students shall be:

By phone at all times.

D. The Program Participants' access to and utilization of TMH resources and facilities and any utilization by TMH of the School's resources and facilities are agreed upon as set forth as follows:

NFC faculty will request the specific number of TMH preceptors needed per semester. Preceptors are required to have the minimal credentials of baccalaureate prepared registered nurses. Preceptor packets are issued to the preceptor once the assignment has been confirmed. The packet includes:

- NFC program philosophy
- Course learning objectives
- Instructor, student, and preceptor responsibilities

- Contact information
- Preceptor Biographical Record

Program Addendum No. 1

- Preceptor Agreement
- Preceptor Evaluation of the Student
- Preceptor Evaluation of the Preceptorship Experience

Students will need access to the documentation system but will at all times require co-signature by RN preceptor. Additionally, students will need access to the resources and equipment required to provide safe and efficient nursing care under the supervision of their preceptor.

E. Other issues unique to the Program and its educational and training activities are as follows:
[Please use the back of this page or attach other documents which address any such issues.]
The RN program has two cohorts of students each year. The requested practicum time will be in the Spring and Summer semesters in the months of April and July. The anticipated number of students requesting TMH as their practicum facility is less than 10.

3. Each of the parties does hereby warrant that it has full and lawful authority to execute this Program Addendum No. 1 and to comply in all respects with the terms and conditions thereof. This program addendum is for a three-year period. Any changes to the program addendum throughout this time frame must be submitted to the Office of Academic Liaison for approval. The undersigned agent of each party is vested by appropriate resolution of the party's Board of Directors, with the authority to sign this Program Addendum No. 1 and to thereby bind, in all respects, the respective party.

TALLAHASSEE MEMORIAL HEALTHCARE, INC.

By: _____
Monica Ross **Date**
Vice President Chief Human Resources Officer

By: _____
Ryan Smith **Date**
Vice President Chief Clinical Officer

NORTH FLORIDA COLLEGE

By: _____
John Grosskopf **Date**
President

By: _____
David Dunkle **Date**
Associate Director of Economic
Development and Workforce Education

By: _____
Ricky Lyons, Chairman **Date**
North Florida College Board of Trustees