

BOARD MEETING DATE: May 20th, 2025

ITEM NUMBER: VII a

RECOMMEND THAT the District Board of Trustees for North Florida College
approve the attached Allied Health clinical agreement.

- This agreement has previously been reviewed by the Board Attorney.

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

APALACHEE CENTER, INC.
2634-J Capital Circle, N.E.
Tallahassee, Florida 32308

ADDENDUM TO AFFILIATION AGREEMENT BETWEEN North Florida College AND
APALACHEE CENTER, INC.

THIS agreement shall serve as an Addendum to the Affiliation Agreement Between Apalachee Center, Inc. ("Center") and ("College") dated [REDACTED] (the "Affiliation Agreement"), hereinafter with this Addendum collectively referred to as the "Agreement."

FOR THE CONSIDERATION of the mutual undertaking and agreements set forth in the above-referenced Affiliation Agreement, it is further agreed that:

1. Students Are Not Employees. The parties to this Agreement will work collaboratively to ensure that each student participating in the internship/ externship program executes an acknowledgement in writing that the internship/externship at the Business is not an employment relationship; that the student will earn credit hours from the Institution for successful completion of the internship/externship but will not be paid or receive other financial remuneration; and that the student agrees to abide by all Business policies related to a workplace of dignity and respect, equal employment opportunity, confidentiality of records, and excellence in patient care.
2. Monitoring - The College shall permit the Center to monitor the students provided by the College under the Affiliation Agreement in accordance with applicable regulations of the state and federal governments.
3. Indemnification - Each Party (the "Indemnifying Party") shall indemnify, hold harmless, and defend the other Party, its officers, trustees, employees, agents, and Students (in the case of the College) (each an "Indemnified Party") from and against any and all liabilities, losses, damages, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs and/or expenses of whatever kind, including reasonable attorneys' fees, that are incurred by the Indemnified Party (collectively "Indemnified Party Losses") arising out of or resulting from claims, lawsuits, or liability brought or imposed against the Indemnified Party by any third party to the extent that Indemnified Party Losses result from (i) any negligent act or omission of the Indemnifying Party, its officers, employees, agents, or Students (in the case of the College) (including any reckless or willful misconduct) in connection with the performance of its obligations under this Agreement; or (ii) any bodily injury, death of any person, or damage to real or tangible personal property caused by the negligent acts or omissions of the Indemnifying Party, its officers, employees, or agents (including any reckless or willful misconduct) in connection with the performance of its obligations under this Agreement; or (iii) any failure by the Indemnifying Party to comply with any applicable federal, state, or local laws, regulations, or codes in the performance of its obligations under this Agreement.
4. Insurance - Each Party, at its sole cost and expense, shall obtain, keep in force, and maintain during the term of this Agreement such professional liability and general liability insurance coverage to cover the acts or omissions of the Party and its employees in the course of the Program pursuant to this Agreement, but in no event shall such coverage at any time be less than one million dollars (\$1,000,000.00) per covered person or event or three million dollars (\$3,000,000.00) in the

aggregate. In the event that this insurance is in the form of claims made, the Party shall obtain a full extended reporting endorsement ("Tail") to cover any event that may have occurred during a term of the Agreement. The Party shall notify the other Party immediately upon receiving notice of the cancellation, expiration or non-renewal of any insurance required hereunder. Upon request, each Party shall provide the other Party with a certificate or certificates of insurance or other satisfactory documentation, evidencing that the insurance coverage specified herein is in full force and effect throughout the term of this Agreement. The College shall also advise students that they must maintain their own professional liability insurance with a single limit of no less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) annual aggregate. The College shall advise students that the Students must provide the Center with proof of coverage upon request. It should be expressly understood, however, that the insurance coverage required under this Section shall not in any way limit the liability of either Party. The Center and the College agree not to discriminate in the performance of the Agreement against any person on account of race, color, sex, religion, disability, military/veteran status, age, national origin, or any other characteristic protected by state, federal, or local law

5. Safeguarding Confidential / Protected Information - The College agrees to not use protected health information or disclose any confidential information concerning a recipient of services under this Agreement for any purpose not in conformity this Agreement, Center Policies and Procedures, state regulations, federal regulations (HIPAA: 45 CFR Parts 160 and 164; Confidentiality of Alcohol and Drug Abuse Patient Records: 42 CFR Part 2), or required by law, except on written consent of the patient. College agrees to use appropriate safeguards for the privacy and security of protected information in accordance with Center policy and procedure, and to notify the Center of any breaches of disclosure for appropriate remedial action. All interns must complete the Center's Confidentiality Certificate forms. Students are considered members of the Center's workforce for HIPAA compliance purposes in accordance with 45 CFR §160.103 but shall not be construed to be employees of the Center and do not meet the definition of business associates under HIPAA. Therefore, no business associate agreement between the Center and the College is necessary. Students are participating in patient care activities as part of their educational experience and shall in no way be considered as servants, agents, or employees of the College, nor shall they be entitled to any fringe benefits, workers' compensation, or other rights that may be offered to the College's employees.

Parties agree to protect the Student's educational records in accordance with the Family Educational Rights and Privacy Act 20 USC §1232g to the extent applicable to such Party. To the extent permitted by law, the Parties may share information from participant's educational records with each other so that each can perform its respective responsibilities under this Agreement but shall not disclose or share education records with any third party absent the written consent of the Student.

6. Assignments and Subcontracts – The College shall not assign its responsibility under this Agreement to another party nor subcontract for any of the work contemplated under this Agreement without prior written consent of the Center. No such approval by the Center of any assignment or subcontract shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the Center in addition to the total dollar amount agreed upon in this Agreement. All such assignments or subcontracts shall be subject to the conditions of this Agreement, including Safeguarding Confidential / Protected Information, and to any conditions of approval that shall be deemed necessary.

7. Return of Funds - If applicable, the College agrees to return to the Center any over-payments due to unearned funds or funds disallowed pursuant to the terms of this contract that were disbursed

to the College by the Center. Such funds shall be considered Center funds and shall be refunded to the Center.

8. Records and Documentation - If applicable, the College shall establish and maintain books, records and documents as required which sufficiently and properly reflect services delivered and revenues and expenditures of funds provided under this Agreement. The Center or its authorized agent shall have full access to and the right to examine any of the College's contract-related practices, books, records and documents at all reasonable times for as long as records are retained, including information required to provide for an accounting of disclosures of protected health information, if applicable to contract. At termination of the contract, College agrees to return all Center proprietary information and records, including any protected health information, and retain no copies or files of such information, consistent with College's legal obligations under Chapter 119, Florida Statutes.

9. Record Retention and Audit - If applicable, the College shall retain all books, records, supporting documents, and any other documentation (including electronic storage media) pertinent to this Agreement for a period of six (6) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of six (6) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Agreement. College agrees to comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by any governmental authority. Upon completion or termination of this Agreement, the College will cooperate with the Center to facilitate the duplication and transfer of any said records or documents during the above specified retention period upon request, consistent with applicable state and federal law.

10. Code of Business Ethics - The College agrees to employ the highest degree of business honesty and integrity in fulfillment of this Agreement. The College agrees to not provide unnecessary services or to submit a claim for services not actually provided or inadequately supported by the necessary documentation.

11. Federal Sanction - As a prerequisite and ongoing provision during the existence of this Agreement, the College attests that College or its business entity has not been convicted of a criminal offense which would trigger an exclusion pursuant to 42 U.S.C. §1320a-7(a) or 42 U.S.C. §1320a-7(b), or is listed by a federal agency as suspended, debarred, excluded or otherwise ineligible for federal program participation (i.e., "sanctioned"). The College agrees to immediately notify the Center upon learning of such criminal charges or proposed sanction.

12. Equal Employment Opportunity / Affirmative Action – The Center and the College agree not to discriminate in the performance of the Agreement against any person on account of race, color, sex, religion, disability, military/veteran status, age, national origin, or any other characteristic protected by state, federal, or local law. Apalachee Center, Inc. is an equal opportunity and affirmative action employer. The Center hereby incorporates by reference as part of this Agreement applicable provisions of Executive Order 11246 (covering race, color, religion, sex, and national origin); the Vietnam Veterans Readjustment Assistance Act of 1974, as amended; the Rehabilitation Act of 1973; and the Americans with Disabilities Act of 1990. Pursuant to these Acts and to Executive Order 11246, and by acceptance of this Agreement, the College certifies that College does not and will not maintain any facilities in a discriminatory manner or permit employees to perform their services at any location under a contractor's control where there are discriminatory practices. Further, the College agrees to obtain a similar certificate prior to the award of any nonexempt subcontract.

13. Background Screening Requirements – *For intern placements of less than 40 hours per month*, the College agrees to fulfill Level 2 Screening processes for persons providing direct clinical/medical care, treatment, or services to clients of the Center in accordance with Chapter 435, Florida Statutes, and Center HR procedures. If requirements are fulfilled by College, College attests that all persons assigned to the Center shall have been cleared for work in accordance with applicable background screening requirements of Chapter 435, Florida Statutes, prior to time of initial placement; and College shall maintain documentation of background screening for each worker assigned to Center to substantiate compliance. Prior to initiation of on-site placements at Center, College shall provide Center's Placement Supervisor with a list of scheduled student interns that includes a statement of verification of compliance with the provisions of this item. *For intern placements which are equal to or greater than 40 hours per month*, College agrees to comply with Center's Background Screening procedures as directed by Center's Human Resources Office; College agrees to reimburse Center for Background Screening expenses (FDLE check; Fingerprint Processing Fee).

14. Medical Clearance - College shall ensure all students and faculty assigned to the Center shall be free from communicable disease and current with applicable immunizations schedules as required by College. College shall maintain documentation of medical clearance to substantiate compliance for each current student and faculty. Prior to initiation of placements, College shall provide Center's Placement Supervisor with a list of scheduled student interns that includes a statement of verification of compliance with the provisions of this item (this statement may be incorporated into the list specified in item 13 above if applicable).

15. Credentials/Competency - College agrees to ensure that College and all Students and/or Faculty assigned to Center fully meet at all times any applicable State of Florida licensure or certification requirements as applicable. If applicable, College shall maintain documentation of credentials to substantiate compliance for each Student and/or Faculty member and agrees to provide copies to Center as requested. College also agrees to comply with any Center-required performance appraisals/competency assessments in accordance with Center's HR procedures.

16. Orientation and Training - College and its Students agree to comply with Center's Orientation and Training Program requirements in accordance with Center specifications as applicable to Services section of Agreement.

17. Schedule/Number of Students/Orientation – The College agrees to limit the number of student placements at any point in time to the number approved in advance by the designated Center Placement Supervisor. The number of interns and the schedule for placement must be documented in writing and be approved in advance by the Center's Placement Supervisor (i.e., prior to the start of each semester placement). The Center retains the right to revise the placement capacity based upon Center resources/needs. College agrees to provide or arrange for student orientation to Center services, procedures, policies, confidentiality requirements, etc. in accordance with Center specifications.

18. Dispute Resolution. The parties agree that the Agreement shall be construed pursuant to the laws of Florida and that venue in regard to any legal proceedings pertaining to the Agreement shall be in Leon County, Florida. If litigation arises between the parties in connection with the Agreement, the prevailing party shall be entitled to recover from the losing party all costs and expenses reasonably incurred by the prevailing party in such matter, including but not limited to court costs and attorneys' fees.

19. Term. The parties agree that the terms of this Addendum shall remain in full force and effect through the term of the Affiliation Agreement between the parties as referenced in the introductory paragraph of this document. Notwithstanding the foregoing, termination of the Affiliation Agreement shall not terminate the College's obligations under Sections 3, 4, 5, 7, 8, 9, and 18 of this Addendum.

20. Effect of Addendum. In the event of a conflict between a provision of the Affiliation Agreement and this Addendum, the terms of this Addendum shall prevail.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed as of the date first above written.

DATE: ____/____/____

BY: _____
College

DATE: ____/____/____

BY: _____
Jay A. Reeve, Ph.D.
Chief Executive Officer