

BOARD MEETING DATE: September 15, 2026

ITEM NO: VII-a

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

Doctors Memorial Hospital - Renewal

Hamilton County Health Department - Renewal

Madison/Jefferson County Health Department - Renewal

Madison County Memorial Hospital - Renewal

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

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

MEMORANDUM OF AGREEMENT
BETWEEN
THE DISTRICT BOARD OF TRUSTEES OF
NORTH FLORIDA COLLEGE
AND
DOCTORS' MEMORIAL HOSPITAL

THIS AGREEMENT, made and entered into this 1st day of September 2026, by and between the DISTRICT BOARD OF TRUSTEES OF NORTH FLORIDA COLLEGE, 325 NW Turner Davis Drive, Madison, Florida, 32340-1610, hereinafter referred to as the "College" and 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.

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

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

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

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

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

RESPONSIBILITIES OF THE AGENCY:

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

RESPONSIBILITIES OF THE COLLEGE:

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

13. Maintain discipline among students and faculty.

RESPONSIBILITIES/RIGHTS OF THE STUDENT:

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

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

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

Signed and sealed in the
Presence of:

Signed and sealed in the
Presence of:

Doctors' Memorial Hospital

By: Ashley Biddy, Interim CEO
(Administrator/President)

The District Board of Trustees of
North Florida College

Ricky Lyons, Chairman

Dr. Jennifer Page, President
North Florida College

David Dunkle, Vice President of Academic
Affairs/CAO

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

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

RECITALS

The SCHOOL agrees:

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

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

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

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

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

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

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

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

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

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

The DEPARTMENT agrees:

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

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

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

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

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

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

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

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

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

General Terms:

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

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

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

For DEPARTMENT

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

For SCHOOL

Name: David Dunkle
Title: Vice President of Academic Affairs/CAO
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, 2026, or the latest date of signature by the parties, whichever is later, through August 31, 2027. This agreement may be renewed on a yearly basis for no more than three years or the term of the original contract, whichever period is longer. Any renewal shall be in writing upon mutual agreement and subject to the same terms and conditions as set forth in this initial agreement.

5. Termination: This agreement may be terminated by either party upon no less than 30 calendar days' notice in writing to the other party, with or without cause, unless a lesser time is mutually agreed upon in writing by both parties. Such notice shall be delivered by certified mail,

return receipt requested, or in person with proof of delivery. The parties will thereafter work cooperatively to coordinate the termination of the services provided under this agreement and use their best efforts to schedule such termination on a date that allows internship rotation(s) already in progress to be completed where circumstances permit.

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

7. Jurisdiction and Venue. This agreement shall be governed by and construed in accordance with the laws of the State of Florida, without respect to its conflict of laws principles. With respect to any action arising out of this agreement, the parties accept the exclusive jurisdiction of the state courts in Florida and agree that venue shall lie exclusively in 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: 8/28/2026

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

RENEWAL # 2

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

As provided on page 5 of the Memorandum of Agreement ("MOA") entered into between the Parties and effective on September 1, 2022, the Parties hereby agree to renew the MOA beginning on September 1, 2026, and ending on September 30, 2028.

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

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

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

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

Ricky Lyons
Chairman

Kimberly Allbritton
Administrator

DATE: _____

DATE: 9/2/2026

Dr. Jennifer Page, President
North Florida College

DATE: _____

David Dunkle
Vice President of Academic Affairs/CAO

DATE: _____

MEMORANDUM OF AGREEMENT

BETWEEN

THE DISTRICT BOARD OF TRUSTEES OF
NORTH FLORIDA COLLEGE

AND

STATE OF FLORIDA, FLORIDA DEPARTMENT OF HEALTH

THIS AGREEMENT, made and entered into this 1st day of September, 2022, by and between the DISTRICT BOARD OF TRUSTEES OF NORTH FLORIDA COLLEGE, 325 NW Turner Davis Drive, Madison, Florida, 32340-1610, hereinafter referred to as the "College" and the STATE OF FLORIDA, FLORIDA DEPARTMENT OF HEALTH through its MADISON AND JEFFERSON COUNTY HEALTH DEPARTMENTS, hereinafter referred to as the "Agency".

WITNESSETH:

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

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

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

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

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

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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.
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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.

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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.
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11. Prepare any rotational plans for services to be used for experiences and to secure the approval of this plan from the Agency prior to commencement of educational programs at the facilities. Major changes in rotation plans will not be effective until such time as they shall be approved by the Agency.
12. Have on file at the College the results of a background check which satisfies the requirements of a Level II criminal background check as prescribed in Ch. 435, F. S. through the Florida Crime Information Center (FCIC) and National Crime Information Center (NCIC) for each student prior to assignment at the Agency's facilities.
13. Maintain discipline among students and faculty.

RESPONSIBILITIES/RIGHTS OF THE STUDENT:

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

GENERAL CONDITIONS:

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

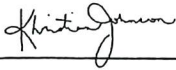
2. No alterations, modification, or variation of the terms of this agreement shall be valid unless made in writing and signed by both parties hereto.
3. The Agency and College agree that executed copies of this agreement shall be placed on file with the Administrator of the Agency and the Director of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

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

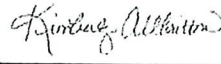
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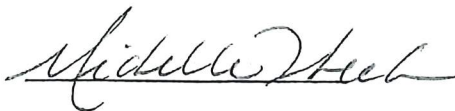
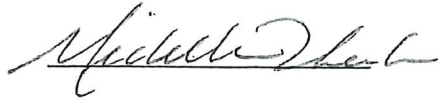
Signed and sealed in the
Presence of:



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

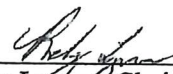
By: 
(Administrator/President)

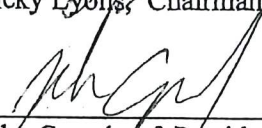
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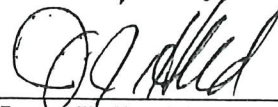






The District Board of Trustees of
North Florida College


Ricky Lyons, Chairman


John Grosskopf, President
North Florida College


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

MEMORANDUM OF AGREEMENT

BETWEEN

THE DISTRICT BOARD OF TRUSTEES OF
NORTH FLORIDA COLLEGE

AND

MADISON COUNTY MEMORIAL HOSPITAL

THIS AGREEMENT made and entered into this 1st day of October, 2026, by and between the DISTRICT BOARD OF TRUSTEES OF NORTH FLORIDA COLLEGE, 325 NW Turner Davis Drive, Madison, Florida, 32340-1610, hereinafter referred to as the "College" and Madison County Memorial Hospital, 224 NW Crane Ave, Madison, Florida, 32340, hereinafter referred to as the "Hospital".

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 Allied Health Services; and

WHEREAS, the Hospital 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 Hospital and the College, by their duly constituted and authorized officers, agree as follows:

Students enrolled in the above-named programs and the faculty at the College may use the various departments of the Hospital 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 Hospital will be established and agreed upon by both parties in advance of the specific session. Learning experiences with the Hospital in the clinical and/or laboratory will be determined by the faculty of the College in cooperation with the Hospital. 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 Hospital.

Faculty members will attend orientation at the Hospital. The Hospital 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 Hospital, in accordance with acceptable standards of performance.

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

Neither the College nor the Hospital 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 HOSPITAL:

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 Hospital. It is understood by the Hospital 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 Hospital.
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 Hospital, 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 Hospital 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 Hospital channels to make plans for observation and practice experience.
2. To comply with current policies and procedures of the Hospital, 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 Hospital 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 Hospital 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 Hospital.
8. To verify each student's capability for practical experience before assigning students to clinical laboratory practice at the Hospital.
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 Hospital 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 Hospital.
12. Obtain a satisfactory criminal background check through the Florida Crime Information Center (FCIC) and National Crime Information Center (NCIC) for each student prior to assignment at the Hospital'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 Hospital.
3. The student will maintain strict confidentiality regarding all patient or Hospital centered information in accordance with the requirements of the Health Insurance Portability and Accountability Act.
4. The student will treat all Hospital 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 Hospital.
6. The student will provide timely notification of impending tardiness and/or absence to the appropriate staff of the College and Hospital.
7. The student will provide written/oral assignments, presentations or reports as directed and assigned by the College and/or Hospital Instructional Personnel.
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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 Hospital and College agree that executed copies of this agreement shall be placed on file with the Administrator of the Hospital and the Director of Allied Health Programs, North Florida College.
4. The College also at all times agrees to provide certification of 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 Hospital. Such insurance shall cover all causes of actions, claims, demands, liabilities, losses, damages, judgments or expenses of every kind and nature, including all costs and attorney's fees hereafter required as a result arising out of any negligent acts or omissions of the College, its students, and/or faculty in connection with and pursuant to this contract. The College shall provide a certificate of insurance to the Hospital evidencing such insurance coverage if required by the Hospital. The College will notify the Hospital if any changes occur.
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Signed and sealed in the
Presence of:

William Penick

Madison County Memorial Hospital

By:

Tammy Stevens, CEO

Signed and sealed in the
Presence of:

The District Board of Trustees of
North Florida College

Ricky Lyons, Chairman

Dr. Jennifer Page, President
North Florida College

David Dunkle, Vice President of Academic
Affairs/CAO