

BOARD MEETING DATE: May 21, 2024

ITEM NUMBER: VII a

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

- These agreements have previously been reviewed by the Board Attorney.
  - Lafayette Nursing and Rehab
  - Trenton Medical Services, Inc d/b/a Palms Medical Group

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

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MEMORANDUM OF AGREEMENT

BETWEEN

THE DISTRICT BOARD OF TRUSTEES OF  
NORTH FLORIDA COLLEGE

AND

LAFAYETTE NURSING AND REHAB

THIS AGREEMENT, made and entered into this 1st of April, 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 LAFAYETTE NURSING AND REHAB 512 W Main Street, Mayo, FL 32066, hereinafter referred to as the “Agency”.

WITNESSETH:

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

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

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

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

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

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

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

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

#### RESPONSIBILITIES OF THE AGENCY:

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

#### RESPONSIBILITIES OF THE COLLEGE:

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

## RESPONSIBILITIES/RIGHTS OF THE STUDENT:

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

## GENERAL CONDITIONS:

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

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

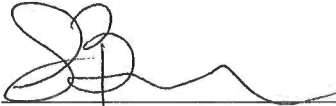
This Agreement shall become effective upon the date of signature of both parties and shall be renewed \_\_\_ annually, \_\_\_ every two years, or X every three years unless either party requests a change or termination thereof.

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:

Lafayette Nursing and Rehab

By:  LNHA  
(Administrator/President)

Signed and sealed in the  
Presence of:

The District Board of Trustees of  
North Florida College

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\_\_\_\_\_  
Ricky Lyons, Chairman

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John Groskopf, President  
North Florida College

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\_\_\_\_\_  
David Dunkle  
Associate Dean of Economic Development and  
Workforce Education

NORTH FLORIDA COLLEGE  
AFFILIATION AGREEMENT

This Agreement is made and entered into this the 1<sup>st</sup> day of May 2024, by and between the North Florida College (hereinafter referred to as “College”) and Trenton Medical Center, Inc., d/b/a Palms Medical Group (hereinafter referred to as “PMG”) for the purpose of providing learning opportunities for Nursing, Emergency Medical Services, and Allied Health students.

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

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

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

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

**NOW, THEREFORE**, the parties hereto agree as follows:

**1. College agrees:**

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



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

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

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

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

**2. PMG agrees:**

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

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

**3. The College's students shall:**

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

**4. GENERAL AGREEMENTS BETWEEN THE PARTIES**

- a. This Agreement will be effective for a period of one (1) year beginning March 1<sup>st</sup>, 2024, and ending on the 28<sup>th</sup> day of February 2025, and shall automatically renew for periods of one (1) year until terminated by either party in accordance with the terms of this Agreement.
- b. This Agreement may be modified by mutual consent at any time or may be terminated by either party with or without cause by submitting notice of such intent in writing at least thirty (30) days in advance. Such termination shall not take effect with regard to students assigned to PMG until the end of the term in which the termination occurs if feasible.
- c. That neither the College nor PMG will discriminate against any student on the basis of race, color, religion, sex (including pregnancy), sexual orientation, gender identity, national origin, age, genetic information, qualified protected veteran status or qualified disability pursuant to any and all applicable federal and state acts and laws that pertain to discrimination relating to students. In the event that PMG becomes

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

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

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

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

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

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

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

If to Palms Medical Group

If to North Florida College

Carrie Loeffler, VP of Human Resources

Dr. Anna Kelley, Director of Nursing and Allied Health

23343 NW County Road 236

325 NW Turner Davis Dr.

High Springs, FL 32643

Madison, FL 32340

Phone No: (352) 463-4520

Phone No: (850) 973-1789

E-mail: HR@palmsmg.org

E-mail: kelleya@nfc.edu

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

TRENTON MEDICAL CENTER, INC.

North Florida College

BY: \_\_\_\_\_  
Signature

BY: \_\_\_\_\_  
Signature

Print Name: Anita H. Rembert

Print Name: Ricky Lyons

Title: Chief Executive Officer

Title: Board of Trustees, Chairman

Date: \_\_\_\_\_

Date: \_\_\_\_\_