

**ADDENDUM TO MEMORANDUM OF
UNDERSTANDING BETWEEN UNIVERSITY OF
THE CUMBERLANDS AND THE HERNANDO
COUNTY SCHOOL BOARD**

THIS AGREEMENT, between the Hernando County School Board (“Board”) a political subdivision of the State of Florida, with its administrative office located at 919 N. Broad Street, Brooksville, FL 34601, and University of the Cumberland, a public body corporate, for its School of Nursing, (“University”), with its administrative office located at 6178 College Station Drive, Williamsburg, KY 40769. University and Agency may collectively be referred to as “Parties.”

WHEREAS, the undersigned has entered into an Memorandum of Understanding (hereinafter MOU) with the Hernando County School Board; and,

WHEREAS, the purpose of the MOU is to provide a learning experience (“learning experience”) for University students (“Student teachers”) pursuing degrees in Education to fulfill student teaching requirements at the Hernando County School District (“District”); and,

WHEREAS, the MOU sets forth the general terms and conditions of the relationship between the parties; and,

WHEREAS, the undersigned acknowledges that the School Board is the contracting authority for the Hernando County School Board and there are certain contract terms expected to be in every agreement by the School Board; and,

WHEREAS, the undersigned hereby agrees that these terms are part of the MOU with the School Board, which shall be collectively referred to as “Agreement”.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

I. General Provisions of Agreement.

A. Effective Date and Term: This Agreement shall be effective immediately upon signing of all parties to the agreement and shall expire June 30, 2027. The Agreement may be extended for two (2) annual terms upon mutual agreement of the parties. The Board reserves the right to terminate this Agreement without cause by giving thirty (30) days written notice to University.

B. Non-discrimination: Both Parties agree that there will be no discrimination in placement of Student teachers because of race, color, religion, sex, national origin, age, handicap, or marital status and agree to adhere to the provisions of applicable Federal and State Laws regarding discrimination.

C. Termination: This AGREEMENT may be terminated by either Party upon ninety (90) days written notice to the other Party, such notice is to be provided. In the event

this Agreement is terminated pursuant to this paragraph, Board agrees that no Student teachers currently participating in a learning experience will be denied the opportunity to complete the learning experience, even if the effective date of termination occurs prior to the completion date of the learning experience. In such event, all applicable provisions of this AGREEMENT, including the right to request withdrawal of any Student teacher pursuant to Paragraph 7 of the MOU, shall remain in force during the period from the effective date of termination, until the field experience is completed. The Board may remove student teachers from the field experience for reasons other than termination of the AGREEMENT.

II. Responsibilities of University

It shall be the responsibility of University to:

A. Plan and administer the University educational program for its students and be responsible for the enrollment of its students in University courses, including the student teaching field placement.

B. Work with designated District staff to determine the placement sites for student teachers in the field experience, including dates and the number of Student teachers to be placed.

C. Designate a person or persons to coordinate and act as liaison with the appropriate District personnel.

D. Assign a Cooperating teacher who will be responsible for student teaching and assessment provided pursuant to this Agreement.

E. Provide the District with a list of student teachers within an agreed upon time prior to the start of the field experience.

F. Ensure that Student teachers have the necessary didactic prerequisites to maximize the learning experience at the District.

G. Communicate with the District's coordinator and Student teacher to assess student teacher's progress as necessary.

H. Inform student teachers that they are responsible for complying with the rules and policies of the District, including recognition of the confidential nature of information regarding the District students and their records.

I. Require that the student teachers have documented appropriate immunizations on file with University.

J. Cooperate fully with Board and its counsel in the defense of any claims against the Board in any way arising out of or connected with Board's affiliation with University pursuant to this Agreement.

K. Instruct student teachers of any Human Resource District requirements for criminal background checks via fingerprinting prior to the student teacher's participation at District. All costs associated with such requirements shall be the responsibility of Student teacher. Any Student teacher who has not completed the required background screenings, or who has not passed the required screening according to District standards, shall not be eligible to participate in the learning experience.

L. If required by the District, the University will require each participating student to furnish proof of a current physical examination, the results of which can be made available, upon the student's completion of "Consent for Release of Information", to the District. The parties may agree to have such examination performed by the District.

M. If applicable, District shall notify the Student teacher of any requests for evidence of criminal background test or immunization. University will inform the Student teacher of his/her responsibility to provide evidence to District of any required criminal background checks or immunizations, when requested. District shall notify University of its requirements of an acceptable criminal background check and required immunizations. University will promptly notify District upon University receiving information that a Student teacher assigned to District is the subject of any criminal charges filed at any time during the Student teacher's learning experience, and, upon District's request, University will remove such Student teacher from assignment to District.

N. Compliance with Jessica Lunsford Act: The School Board of Hernando County and State of Florida, requires all Internship individuals that come in contact with students to comply with the Jessica Lunsford Act (JLA) which consists of a level II background screening via fingerprinting. Vendors, individuals or entities under contract with the School Board required to go on school grounds when students are present, must comply with the requirements of the law and agree to indemnify and hold harmless the School District for any claims made against the School Board related to the failure to comply with Section 1012.465 and Section 1012.32 Florida Statutes. For information on JLA requirements and how to comply visit https://www.hernandoschools.org/171516_3. Level II background checks will be conducted at the cost of the intern and/or University.

O. University represents and warrants to School Board that University and its Student Teachers assigned to District: (i) are not currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. Section 1320a-7b(f) (the "***Federal health care programs***"); (ii) are not convicted of a criminal offense related to the provision of health care items or services; and (iii) are not under investigation or otherwise aware of any circumstances which may result in University or a student being excluded from participation in the Federal health care programs.

P. If University receives any student information / records as a result of this Agreement, it will maintain any such information / records as confidential and will not release same to any third parties without the express written approval of the School Board, except third parties who are essential University's delivery of its services to the School Board and who are bound to maintain the confidentiality of student information/records, and prohibited from unauthorized redisclosure of such information. If student

information/records are requested by way of subpoena or court order University shall notify the School Board of such request in writing including a copy of the subpoena or order and shall otherwise comply with the FERPA regulations.

Q. The University shall require that all Student teachers comply with all applicable Family Educational Rights and Privacy Act ("FERPA") and Health Insurance Portability and Accountability Act ("HIPAA") requirements, as well as applicable District policies and procedures related to education records.

R. University agrees to comply with all applicable requirements of FERPA and HIPAA in performance of this Agreement.

S. Prior to the learning experience, the University will direct the Student teacher to:

1. sign a Student's Statement of Responsibility (Attachment "A") hereby attached and incorporated into this Agreement and the Protected Health Information, Confidentiality and Security Agreement (Attachment "B") hereby attached and incorporated into this Agreement; and
2. comply with all requirements found in the District Student Handbook hereby incorporated by reference and comply with all relevant local, state, and federal laws.

III. Responsibilities of the Board

It shall be the responsibility of the Board to:

A. Be responsible for the conduct of its operations, supervision of its staff, and the education of District students.

B. Designate a coordinator from its staff to act as the liaison with University in connection with this Agreement.

C. Determine, in consultation with University, the Student teachers who will be placed at District schools.

D. Provide an appropriate orientation of Student teachers to its facilities and its policies and procedures.

E. Provide opportunities for a Student teacher learning experience with appropriate supervision.

F. Allow Student teachers, at their own expense, to use school cafeterias and other similar services available to employees in the District.

G. Retain ultimate responsibility for student learning and curricular standards during the course of the learning experience.

H. Assign teachers, in consultation with University, to serve as supervising teachers for the evaluation of the Student teachers. Supervising teachers shall complete evaluation forms provided by University. Supervising teachers selected by District will (a) assist in orienting Student teachers to the school, the classroom and the pupils; (b) explain relevant school and district policies, rules and regulations to Student teachers; (c) provide prompt and substantive feedback to Student teachers regarding performance activities and interactions with District personnel, pupils and parents; (d) complete evaluation of Student teacher progress and submit them to University after reviewing them with Student teachers; (e) immediately inform the University coordinator of any concerns regarding a Student teacher; (f) establish a time to meet and discuss with Student teachers their activities, impressions, reflections, and suggestions for goals and areas of improvement. Videotaping of classroom and students is expressly prohibited at all times.

I. Permit the Student teachers to have access to student education records as necessary for participation in the Program and in accordance with District policies provided. Student teachers shall treat education records as confidential, pursuant to Family Educational Rights and Privacy Act ("FERPA") and its implementing regulations.

J. District agrees to comply with all applicable requirements of FERPA and HIPPA in performance of this Agreement.

IV. Mutual Responsibilities

A. The designated representatives for each Party will be established on or before the execution of this Agreement and periodically updated as appropriate.

B. The parties will work together to maintain an environment of internship experiences and quality patient care. At the request of either Party, a meeting or conference will be promptly held between University and District representatives to resolve any problems or develop any improvements in the operation of the contemplated training program.

C. The Parties agree to encourage Student teachers who experience mistreatment or who witness unprofessional behavior to report same immediately to the appropriate faculty or staff. District will identify and inform University of a specific office and representative to whom Student teachers or faculty members observing unprofessionalism may submit such reports. Such reports are confidential to the extent permitted by Florida law. As required by applicable law, no retaliation may be taken against a Student teacher or faculty member making such reports and the Student teacher or faculty member may report perceived retaliation or reprisal to University for prompt appropriate action.

D. The parties will conduct an annual review of this Agreement to ensure compliance with any legal or organizational changes that either party may incur. Upon said review, each party agrees to provide written notification, of not less than thirty (30)

days prior to the next training experience, to the other regarding the revisions needed to bring the Agreement into compliance with the legal and ethical operations of each entity.

V. Student Teacher Responsibility

University shall inform Students that they are responsible for the following:

A. Students shall agree to abide by the rules, regulations, curriculum, policies and procedures of the District and shall abide by the requirements of all applicable laws.

B. Students shall arrange for and provide to District any required information including, but not limited to, criminal background checks, health information, verification of certification and/or licensure, insurance information and information relating to participation in federally funded insurance programs.

C. Students are responsible, in the teacher preparation programs, for adhering to the Florida Code of Ethics and Principles of Professional Conduct for Educators under Rule 6A-10.081 and 6A-10.080, Florida Administrative Code.

D. Students are responsible, in the principal preparation programs, for adhering to the Florida Code of Ethics and Principles of Professional Conduct for Educators under Rule 6A-10.081 and 6A-10.080, Florida Administrative Code.

E. Participants who are selected for assignment to the District will be instructed by University of their responsibilities under this Agreement and shall, as a condition of such assignment, comply, at their personal expense, with the background check, health status requirements, and all other applicable policies, procedures, and requirements of the District. The Parties may agree to append one or more Exhibits to this Agreement to specify such District requirements to be met by Student teachers.

VI. Indemnification

A. University. To the fullest extent allowed by law, University shall, during the term of this Agreement, indemnify and hold School Board and its employees, agents, directors, officers and affiliated corporations and their respective officers, directors and employees (individually and collectively, the “School Board Indemnitees”) harmless from all legal liability, injury or damage, including reasonable attorney’s fees, costs and expenses for bodily injuries, public liabilities, and property damage (individually a “Claim” and collectively, “Claims”) arising out of the negligent acts of any University students and/or employees in connection with the activities set forth in this Agreement; provided, however, that University will not indemnify or hold the School Board Indemnitees harmless for any Claims arising from the negligence or willful misconduct of a School Board Indemnatee. This indemnification provision shall survive the termination or expiration of this Agreement for Claims that arose while this Agreement was in effect.

B. School Board. To the fullest extent allowed by law, School Board shall, during the term of this Agreement, indemnify and hold University and its students, employees, agents, directors, officers and affiliated corporations (including schools, institutes, and centers) and their respective students, officers, directors and employees (individually and collectively, the “University Indemnitees”) harmless from all Claims arising out of the negligent acts of any Agency employee in connection with the activities set forth in this Agreement; provided, however, that School Board will not indemnify or hold University Indemnitees harmless for any Claims arising from the negligence or willful misconduct of a University Indemnatee and further provided, however, that Claims shall be brought in accordance with the timeliness and notice requirements of section 768.28, Florida Statutes.

C. Furthermore, School Board’s indemnification of University shall only be to the extent of the limits set forth in section 768.28(5), Florida Statutes, and then only for the negligent or wrongful act or omission of any officer or employee of the School Board acting within the scope of the officer’s/employee’s office or employment under circumstances in which the state or such agency or subdivision, if a private person, would be liable to the claimant. Except as specifically provided herein, the School Board does not waive any defense of sovereign immunity. It is further understood and agreed by the parties to this agreement that no officer or employee may be held personally liable except as provided by section 768.28 (9), Florida Statutes. Notwithstanding the foregoing, the School Board intends to avail itself of the benefits of section 768.28 and of other statutes and common law governing sovereign immunity to the fullest extent possible. However, in no event will the School Board's liability under this provision exceed the sum of the amounts identified as statutory limits pursuant to section 768.28, Florida Statutes. if applicable. Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This indemnification provision shall survive the termination or expiration of this Agreement for Claims that arose while this Agreement was in effect.

VII. Duty to Defend

A. Duty to Defend. In the event of a third-party claim, the University agrees, at its own expense, and upon written request by the Board, to defend any suit, action, or demand brought against the School Board on any claim or demand arising out of, resulting from or incidental to the third-parties performance under this Agreement. This statement shall not be construed or interpreted as consent by School Board to be sued other than as provided by Florida law or serve to deny School Board or another state entity any remedy or defense available under the laws of the State of Florida. This provision shall survive the termination or expiration of the Agreement for any claims based upon actions that occurred during the performance of this Agreement. This provision is not a waiver of sovereign immunity or of any other legal defense.

VIII. Insurance

A. When pertaining to a services contracted, University shall, at its own expense, obtain general liability insurance in an amount of one million dollars (1,000,000.00) per

occurrence and three million dollars (3,000,000.00) in excess coverage, and such insurance will name the School Board, their Board Members, and Hernando County School District Employees as an additional insured. The University will also provide Student teachers who are assigned to the District for the learning experience pursuant to the Agreement with insurance protection against professional liability claims pursuant to Florida Statutes §768.28 and §1004.24. The professional liability protection is occurrence-based coverage with limits of one million dollars (1,000,000.00) per claim and three million dollars (3,000,000.00) in the aggregate when not subject to the immunity as described in Florida Statutes §768.28. The University shall provide to the Board a certificate evidencing such general and professional liability protection prior to commencement of the Student teacher's learning experience. Such insurance in effect at all times that Student teachers are assigned to the District.

B. University shall maintain and furnish workers compensation insurance as required by law to the Board within two business days from the execution of the Agreement.

C. The University will require all participating faculty and students to show proof of health insurance to the Board at least 30 days prior to the student teacher's start of the field experience in an amount satisfactory to the Board.

D. Failure to provide such insurance allows the School District, the election to immediately terminate this agreement.

IX. Public Records

A. Public records compliance provisions. By entering into this Agreement, University acknowledges that the portion of its books and records related to this Agreement with District may become subject to inspection and copying under the Florida Public Records Act, and that it will in all respects comply with any requirements of that Act. Pursuant to Section 119.0701, Florida Statutes, because University is performing services on behalf of District, University shall:

1. Keep and maintain public records required by District to perform pursuant to the Agreement
2. Upon request from District's custodian of public records (identified below), provide District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if University does not transfer the records to District.

4. Upon completion of this Agreement, transfer, at no cost, to District all public records in possession of University or keep and maintain public records required by District to perform the service. If University transfers all public records to District upon completion of this Agreement, University shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If University keeps and maintains public records upon completion of this Agreement, University shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to District, upon request from District's custodian of public records, in a format that is compatible with the information technology systems of District.

IF UNIVERSITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE UNIVERSITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 919 N. BROAD STREET, BROOKSVILLE, FL 34601, ELLERMAN_A@HCSB.K12.FL.US or (352) 797-7009.

Notwithstanding any other provisions of law or statutory interpretation, failure of University to abide by the terms of these public records provisions shall be deemed a material breach of this agreement and the School Board may enforce the terms of this provision in the form of a court proceeding and shall, as a prevailing party, be entitled to reimbursement of all reasonable attorney's fees and costs associated with that proceeding. This provision shall survive any termination or expiration of the Agreement.

X. Miscellaneous

A. Any conflict between the terms of this Addendum and the Parties' original MOU or subsequent modifications thereof are to be resolved in favor of this Addendum.

B. The MOU and this Addendum, collectively referred to as "Agreement," are to be construed in accordance with the laws of the State of Florida, and the parties hereby agree that performance of the terms and provisions of the Agreement are to be performed solely within the State of Florida. The Parties agree that the Circuit Court for the Fifth Judicial Circuit, Hernando County, Florida, hereinafter ("Court") have sole and exclusive jurisdiction to enforce the terms of this Agreement, notwithstanding any provisions in the Agreement to the contrary, and the Parties further agree that they will present any disputes under this Agreement, including, without limitation, any claims for breach or enforcement of this Agreement, exclusively to the Court.

C. Status of Parties. University and School Board are independent contractors and nothing in this Agreement shall be deemed or construed to create an employment, agency, association, joint venture, partnership, franchise, or fiduciary relationship between the Parties. Neither Party shall have the power to bind the other Party or contract in the name of the other Party. University's employed faculty members and Students shall not be deemed to be employees or agents of School Board for any reason.

D. No Monetary Obligations. School Board shall not pay any stipend or other monetary consideration to University, Student teachers or Cooperating teacher. Student teachers have no right to any vacation or sick pay, health, disability, or life insurance benefits, retirement benefits, workers compensation, unemployment compensation, free meals at the District, or any other employment benefits from either University or School Board in connection with the Student teacher's participation in the learning experience at the District.

E. Neither party shall be liable to the other, nor deemed in default under this Agreement to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; labor disputes; civil disorders; fires; floods; hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the term of the Agreement.

F. Use of Names. University and School Board each covenants that it shall not use the name or any logo or trademark of the other Party, including the name, logo or trademark of any unit or department of the other Party, in any advertising, promotion, literature, or other medium or manner, without the prior written consent of the other Party, which shall be granted or denied within thirty (30) days after the date of the request; provided, however, if no action is taken within such time, the request shall be deemed denied.

G. Equal Opportunity. The Parties are committed to the principles of equal opportunity without regard to race, color, religion, marital status, veteran status, disability, age, creed, gender identity, national origin, sex, sexual orientation or any other basis protected by law. It is the goal of the Parties to create and maintain a work and study environment that is positive and free from unlawful discrimination.

H. University confirms that neither it nor its principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any governmental department or agency. This certification is a material representation of fact upon which reliance will be placed when the School Board executes this Agreement. If it is later determined that University knowingly rendered an erroneous certification, in addition to the other remedies available to School Board, School Board may terminate the Agreement for default by University.

I. Confidentiality. The Parties agree to maintain confidential records and information pursuant to applicable law, including, but not limited to, the Americans with Disabilities Act, the Family and Medical Leave Act, Family Educational Rights and Privacy Act, the Genetic Information Nondiscrimination Act, the Health Insurance Portability and Accountability Act. Regarding data storage and breaches, University shall

employ commercial best practices for ensuring the security of all District data including, but not limited to, electronic, spoken and paper information accessed, used, created, maintained, disposed of, or otherwise handled in the course of University's performance of this Agreement. In the event of a breach of security as defined in Section 501.171, Florida Statutes, University shall notify District immediately, but no later than ten (10) days following a determination of a breach of data security. Additionally, University shall fully cooperate, at its own expense, with District regarding District's statutory notification requirements. This cooperation includes law enforcement and auditors. Additionally, the Parties acknowledge that District as a local governmental entity is subject to the State of Florida's public record laws. Should a request be made for disclosure of confidential records of University, District shall provide notice to the other party who may then, at its discretion, respond to the request. Should University not disclose the records or documents, University will defend and indemnify District for any fees and costs which are incurred or taxed against District because of the non-disclosure. Should University require confidential student information or personally identifiable information as a "school official," it may enter into a separate data privacy and sharing agreement with District.

J. Assignment. This Agreement may not be assigned, in whole or in part, by either Party without the prior written consent of the other Party.

K. No Third-Party Beneficiaries. The Parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement.

L. Severability. In the event that any one or more of the sections paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences clauses or provisions had never been included herein.

M. Waiver. The Parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any Party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the Party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

N. Notices; Electronic Communications. Any and all notices, approvals, claims, consents, demands, requests, or other communications between the Parties (Notices) shall be in writing. All notices pertaining to breach or termination or to designate a different recipient or address for notice shall be given by hand-delivery in person or sent by certified mail, postage prepaid, return receipt requested, and addressed as follows:

To District: ATTN: Alexa Neal

Supervisor of Human Resources
919 North Broad Street
Brooksville, FL 34601

With copies to: Superintendent
919 North Broad Street
Brooksville, FL 34601

To UNIVERSITY: ATTN:
Title:

All other Notices shall be hand delivered, sent by certified or registered mail, return receipt requested, sent by facsimile, or sent by electronic mail or other electronic means and addressed to the respective representatives at the addresses they respectively designate. All Notices shall be deemed effective and received upon actual receipt by the party to which such notice is given if hand delivered, sent by facsimile, electronic mail or other electronic means or 5 days after mailing, whichever occurs first.

O. Employment Eligibility Verification (E-Verify): By entering into this Agreement, the Parties understand and agree to comply with the provisions of Section 448.095, Florida Statutes. University affirms and represents that it is registered with, and uses the E-Verify system, and will continue to use the E-Verify system. Compliance with Section 448.095, Florida Statutes, includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide University with an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. University shall maintain a copy of all such affidavits for the duration of the Agreement.

P. Declaration of No Human Trafficking. Under penalty of perjury, the authorized representative signing this Agreement below warrants and declares, to the best of their knowledge and belief, that neither Party uses coercion for labor or services as defined in Section 787.06, Florida Statutes. This Agreement shall immediately terminate upon a breach of this section by either Party.

Q. Counterparts: This agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument.

R. This Agreement represents the entire understanding and agreement between the Parties with respect to the subject matter hereof, and supersedes all of the negotiations, understandings and representations (if any) made by and between such Parties. None of the terms and provisions hereof may be amended, supplemented, waived or changed orally, but only by a writing signed by each of the Parties hereto.

[REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]
[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the undersigned have executed this Agreement the day and year first above written.

University of the Cumberland:

Teresa Wallace

Printed Name: Teresa Wallace
Title: Dean, College of Education & Leadership
Date: 5/28/2026

Hernando County School Board:

Printed Name: _____
Title: _____
Date: _____

Kelly A. Pogue
Approved as to Form
by WSHAttorney
06/22/2026 06:59 am

ATTACHMENT "A"

STUDENT'S STATEMENT OF RESPONSIBILITY

For and in consideration of the benefit provided the undersigned in Ille form of experience in a clinical setting at _____ ("Affiliating Agency"), the undersigned and his/her heirs, successors and/or assigns do hereby covenant and agree to assume all risks and be solely responsible for any injury or loss sustained by the undersigned while participating in tile Program operated by The School Board of Hernando, Florida ("School Board") at Affiliating Agency's facility unless such injury or loss arises solely out of Affiliating Agency's gross negligence or willful misconduct.

Signature of Student

Date

Print Name

Parent or Legal Guardian if Student is under 18

Date

Print Name

ATTACHMENT “B”

PROTECTED HEALTH INFORMATION, CONFIDENTIALITY, AND SECURITY AGREEMENT

1. Protected Health Information (“PHI”) includes patient information based on examination, test results, diagnoses, response to treatment, observation, or conversation with the patient. This information is protected and the patient has a right to the confidentiality of his or her patient care information whether this information is in written, electronic, or verbal format. PHI is individually-identifiable information that includes, but is not limited to, patient's name, account number, birth date, admission and discharge dates, photographs, and health plan beneficiary number.
2. Medical records, case histories, medical reports, images, raw test results, and medical dictations from healthcare facilities are used for student learning activities. Although patient identification is removed, all healthcare information must be protected and treated as confidential.
3. Students enrolled in school programs or courses and responsible faculty are given access to patient information. Students are exposed to PHI during their clinical rotations in healthcare facilities.
4. Students and responsible faculty may be issued computer identifications (IDs) and passwords to access PHI.

Initial each to accept the Policy

Initial	Policy
	1. It is the policy of the school/institution to keep PHI confidential and secure.
	2. Any or all PHI, regardless of medium (paper, verbal, electronic, image or any other), is not to be disclosed or discussed with anyone outside those supervising, sponsoring or directly related to the learning activity.
	3. Whether at the school or at a clinical site, students are not to discuss PHI, in general or in detail, in public areas under any circumstances, including hallways, cafeterias, elevators, or any other area where unauthorized people or those who do not have a need-to-know may overhear.
	4. Unauthorized removal of any part of original medical records is prohibited. Students and faculty may not release or display copies of PHI. Case presentation material will be used in accordance with healthcare facility policies.
	5. Students and faculty shall not access data on patients for whom they have no responsibilities or a "need-to-know" the content of PHI concerning those patients.
	6. A computer ID and password are assigned to individual students and faculty. Students and faculty are responsible and accountable for all work done under the associated access.
	7. Computer IDs or passwords may not be disclosed to anyone. Students and faculty are prohibited from attempting to learn or use another person's computer ID or password.
	8. Students and faculty agree to follow institution's privacy policies.
	9. Breach of patient confidentiality by disregarding the policies governing PHI is grounds for dismissal from the institution

- I agree to abide by the above policies and other policies at the clinical site. I further agree to keep PHI confidential.
- I understand that failure to comply with these policies will result in disciplinary actions.

- I understand that Federal and State laws govern the confidentiality and security of PHI and that unauthorized disclosure of PHI is a violation of law and may result in civil and criminal penalties.

Signature of Student

Date

Print Name

Parent or Legal Guardian if Student is under 18

Date

Print Name