

EDUCATION AFFILIATION AGREEMENT

THIS EDUCATION AFFILIATION AGREEMENT ("*Agreement*") is made and entered into as of the date last executed below ("*Effective Date*") by and between Florida Health Sciences Center, Inc. d/b/a **Tampa General Hospital**, on behalf of itself and its affiliates, a Florida not-for-profit corporation ("*Hospital*"), and **Hernando County School Board** ("*School*"), a body politic, corporation and agency of the State of Florida. School and Hospital may be referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, School enrolls students in college and career programs in the field of Health Sciences (the "Degree Program") listed under Exhibit B.;

WHEREAS, the School is desirous of establishing an agreement to provide high quality clinical learning experiences at Hospital for students enrolled in the School's college and career listed in Exhibit B; and

WHEREAS, Hospital operates an acute care hospital operated primarily to promote the efficient delivery of quality health care services in the community served by Hospital; and

WHEREAS, Hospital is willing, subject to the terms and conditions of this Agreement, to provide its facility to serve as the location for the clinical learning experiences for the School's college and career programs listed in Exhibit B;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

ARTICLE 1: General Understanding

- 1.1 The clinical learning experiences to be provided will be of such content and cover such periods of time as may, from time to time, be mutually agreed upon in writing by the School and the Hospital.
 - 1.1.1 The number of students designated for participation in a clinical learning experience, their academic level, the time and length of the learning experience, and the availability of learning opportunities will be mutually determined by written agreement of the parties in advance of the clinical assignment.
 - 1.1.2 All student participants must be mutually acceptable to both parties and either party may temporarily withdraw any student from the learning experience if safety is at risk. School represents and warrants to Hospital that all students participating in clinical educational experiences at Hospital are qualified to do so and such participation is in accordance with all applicable laws and regulations. If for any other reason either party reasonably believes that it is not in the best interest of the Hospital, its patients, the School and/or student for the student to continue, appropriate Hospital and School officials will discuss the matter.
- 1.2 Term. The term of this Agreement shall commence on the Effective Date and shall remain in full force and effect for three (3) years and auto-renew in one (1) year increments, unless and until it is terminated as otherwise provided in accordance with paragraph 1.3 below.

- 1.3 Termination. Either party may terminate this Agreement only after written notice to the other party of the intent to terminate. Written notice of termination shall be made not less than sixty (60) days prior to the beginning of the next scheduled learning experience. In no event may a cancellation take effect during a clinical training cycle, thereby allowing students currently enrolled and participating to have the opportunity to complete the program at the Hospital.

ARTICLE II: Mutual Responsibilities (School, Hospital, and Students)

- 2.1 Both the Hospital and the School shall designate liaison personnel (each a "Program Liaison") on or before the execution of this Agreement. The School's Program Liaison shall be a faculty member. Each Program Liaison will be responsible for assuring systematic planning and the exchange of information regarding the students' clinical experience. Each Party will maintain a Program Liaison for the Term and will promptly appoint a replacement Program Liaison if necessary to comply with this Agreement. Each Party will ensure that its Program Liaison is reasonably available to the other Party's Program Liaison.
- 2.2 The School and the Hospital agree that, in the event that either becomes aware of a claim asserted by any person arising out of this Agreement or any activity carried out under this Agreement, the parties shall cooperate in defending the claim, securing evidence and obtaining the cooperation of witnesses; provided that the parties determine that their interests are not adverse with respect to such claim.
- 2.3 The maximum number of students assigned to the Hospital during any instructional period shall be established by mutual agreement thirty (30) days in advance of any student's clinical affiliation with the Hospital. The Hospital reserves the right to limit the number of students it accepts for affiliation.
- 2.4 Except as provided for in the last sentence of this paragraph, qualified Hospital employees and/or third party Affiliate employees serve as Preceptors supervising students' clinical experiences each Preceptor: (1) may not supervise more than two (2) students at any one time and (2) shall implement the clinical education plan at the direction of a School faculty member participating in the course in which the student is enrolled. Preceptors and roles and responsibilities of the Preceptors and faculty shall be mutually agreed upon by the Hospital and the School.
- 2.5 The parties will work together to maintain an environment of quality clinical learning experiences and quality patient care. At the request of either party, a meeting or conference will be promptly held between the Hospital and School representatives to resolve any problems, evaluate and improve teaching methods, propose changes in curriculum design, or develop any improvements in the operation of the contemplated clinical learning experience.
- 2.6 The parties may work together to develop and coordinate appropriate research and service projects when applicable. Any research and service projects will be agreed upon in writing by the Hospital, School and student following all established institutional guidelines as related to research and/or service.
- 2.7 All parties will be non-discriminating on the basis of a person's race, color gender, religion, creed, national origin, disability, marital status, veteran status, or age.
- 2.8 In the event of an accident or incident that might involve legal liability on the part of a student or faculty member, each party will submit an incident or accident report to the appropriate department within the Hospital and School.
- 2.9 School acknowledges, and will inform Participating Students that Participating Students are trainees in the Clinical Program and have no expectation of receiving compensation or future employment from Hospital or School. Participating Students are not to replace Hospital staff and are not to render

unsupervised patient care and/or services. Hospital and its staff will provide such supervision of the educational and clinical activities as is reasonable and appropriate to the circumstances and to the Participating Student's level of training.

- 2.10 Except as may be otherwise compelled by a court of competent jurisdiction, the confidentiality of student records shall be maintained at all times. Hospital shall maintain as strictly confidential all student education records, health information, background check information and drug screening information provided to or obtained by Hospital, and in connection therewith shall comply with all applicable laws and regulations.

ARTICLE III: Covenants of Hospital

- 3.1 Hospital will make Facility access reasonably available to Program Participants Hospital shall provide Program Participants with access to appropriate clinical experience resources for the Clinical Program. Hospital shall provide reasonable opportunities for Participating Students to observe and assist in various aspects of patient care to the extent permitted by applicable law and without disruption of patient care or Hospital operations. Hospital shall at all times retain ultimate control of the Hospital and responsibility for patient care and quality standards.
- 3.2 The Hospital will be responsible for the organization, administration, staffing, operations, and financing of its health care services, and the maintenance of accepted standards for efficient management, and will operate in accordance with applicable law and the community standard of care.
- 3.3 The Hospital will retain responsibility for the care of its patients and will maintain administrative and professional supervision of students insofar as their presence and program assignments affect the operations of the Hospital and its care, direct and indirect, of patients.
- 3.4 The Hospital will not use students in lieu of professional or non-professional staff, except as may be specifically set forth in writing and agreed by both parties, and as permitted by applicable law and regulations.
- 3.5 The Hospital will accept from the School each School year during the term of this Agreement the number of students that is agreed in writing between the parties based on the availability of Hospital's staff, time, and space.
- 3.6 Subject to applicable law, regulations, accreditation requirements and the Hospital's Medical Staff Bylaws and its rules, regulations and protocols, the Hospital will provide the School's college and career programs listed in Exhibit B students appropriate participation in patient care or other learning processes necessary to accomplish the educational outcomes of the School's college and career programs listed in Exhibit B as agreed in writing by the parties.
- 3.7 The Hospital shall provide appropriate orientation for School faculty and participating students (e.g. facility tour, philosophies, rules, regulations, policies, and conduct expectations).
- 3.8 Hospital shall provide qualified and competent staff members in adequate number for the instruction and supervision of students using the Facility.
- 3.9 The Hospital will provide those resources for participating students and faculty agreed upon specifically in writing between the parties, such agreement to include the cost, if any, to students and/or to the School of those resources. Included may be such resources as library, conference space, classrooms, cafeteria, lounges, parking, office or workspace, and dressing rooms.

- 3.10 Hospital shall provide secure storage space for Participating Students' personal items when at the Facility.
- 3.11 The Hospital shall, as appropriate, assist the School in collaborative assessment of each student's performance. Final responsibility for student assessments, progress and achievement of educational objectives shall be the sole responsibility of the School.
- 3.12 The Hospital will permit reasonable visits of School faculty and accreditation evaluators, with adequate advance notice, for the purpose of observing, auditing, participating in teaching, attending planning meetings, or evaluation for accreditation, provided such visits are not disruptive of normal hospital operations and patient care.
- 3.13 The Hospital will provide, as medically appropriate, emergency care to students and faculty in case of accident or illness while engaged in clinical learning experiences. All health care (emergency or otherwise) that a student or School faculty member receives at Hospital will be at the expense of the individual involved, provided that if Hospital is not paid by the student or the student's insurer, the School shall be responsible for payment.
- 3.14 The School will be responsible for informing Hospital personnel regarding any pertinent obligations, restrictions or other information pertaining to the School's students and faculty that may affect their activities at the Hospital.
- 3.15 Hospital will ensure that the Facility complies with applicable state and federal workplace safety laws and regulations. In the event a Participating Student is exposed to an infectious or environmental hazard or other occupational injury (i.e., needle stick) while at the Facility, it shall provide, upon notice of such incident from the Participating Student, such emergency care as is provided its employees, including, where applicable: examination and evaluation by Facility's emergency department or other appropriate facility as soon as possible after the injury; emergency medical care immediately following the injury as necessary; initiation of the HBV, Hepatitis C (HCV), and/or HIV protocol as necessary; and HIV counseling and appropriate testing as necessary. In the event that the Facility does not have the resources to provide such emergency care, Facility will refer such student to the nearest emergency facility.
- 3.16 Upon reasonable request, Hospital will provide proof to the School that Hospital, maintains liability insurance in an amount that is commercially reasonable.
- 3.17 Hospital will provide written notification to School if a claim arises involving a Program Participant. Both Hospital and School agree to share such information in a manner that protects such disclosures from discovery to the extent possible under applicable federal and state peer review and joint defense laws.

ARTICLE IV: Covenants of School

- 4.1 The School will use its best efforts to ensure that the clinical learning experiences are conducted in such a manner as to enhance patient care, and shall require its students and faculties to abide at all times by the Hospital's bylaws, rules, regulations and protocols and to follow all lawful directions of Hospital supervisory and management personnel.
- 4.2 The School will retain full responsibility for student education including the curriculum, student evaluation, and granting of educational credit.
- 4.3 The School shall require students and faculty to comply with all applicable Hospital policies and procedures on immunizations and communicable diseases. As outlined in the attached **Exhibit A** "Team Member Health Clinic Health Screening & Exposure Guidelines for Students, Residents and

Interns.” The School is responsible for compliance with and maintaining documentation of all required immunizations and screenings. Guidelines include:

- (a) Annual TB skin testing in accordance with **Exhibit A** and Hospital policies and procedures.
- (b) Immunization requirements/recommendations for rubella, rubeola, mumps, varicella, Tdap, influenza and hepatitis B.
- (c) Work restrictions for students with health conditions/communicable illnesses.
- (d) Procedure for students exposed to blood borne pathogens or other communicable diseases.
- (e) To comply with CMS reporting requirements for influenza for students, School must send required information on Influenza vaccinations to Team Member Health within required timeframes. TGH Team Member Health will reach out to the educational organization and provide instructions on submitting the required information. Failure to send required information may result in cancellation of student rotation. Email chealth@tgh.org if you have any questions.

- 4.4 The School shall require all students and faculty to comply with the Hospital's Drug-Free Workplace policy, which states, in part, “Tampa General Hospital is committed to the creation of and adherence in, a drug free work environment.” Hospital embraces a philosophy of zero tolerance to the unlawful manufacture, distribution, dispensation, possession or use of illegal drugs and alcohol while at work on Hospital property, in designated employee parking areas, in Hospital vehicles or while off the premises performing work for the Hospital.

The Hospital may require drug and/or alcohol testing of students based on “reasonable suspicion” which is a belief based on objective facts, observations or reliable information that a student is using, diverting, in possession of or impaired by illegal drugs and/or alcohol in the workplace.

- 4.5 The School will assure that students selected for participation in clinical learning experiences are prepared for competent and safe participation in the clinical phase of their overall education. The School represents and warrants to the Hospital and Affiliate that, to its knowledge, no student participating in a clinical learning experience at the Hospital: (1) has been convicted of any criminal felony within the ten (10) years immediately preceding the commencement of the student's clinical learning experience; (2) is the subject of any criminal charges pending at the time of commencement of the student's clinical learning experience; or (3) will be the subject of any criminal charges filed at any time during the student's clinical learning experience.
- 4.6 Prior to the commencement of a clinical learning experience, the School will provide responsible Hospital officials with the name(s), dates and hours of assignment, and academic class designation of prospective student participants.
- 4.7 The School will designate a faculty member as liaison to the Hospital.
- 4.8 Subject to the requirements of Hospital's Medical Staff Bylaws, the School will assign appropriately credentialed faculty members to the Hospital and will, upon request, provide evidence of credentials and licensure.
- 4.9 The School will require students to abide by the Hospital's rules, standards, regulations and procedures, and use its best efforts to keep students informed as to the same and any changes therein.
- 4.10 The School will require students to either be vaccinated for Hepatitis B, or sign a release if declining that vaccination, and complete all other immunizations/health examinations required by the Hospital.

- 4.11 The School will maintain educational records and information relative to students in accordance with the Family Educational Rights and Privacy Act of 1974.
- 4.12 The School will be responsible for providing adequate orientation of appropriate Hospital personnel to the goals, objectives, and learning experiences of each educational program.
- 4.13 The School maintains the right to stipulate appropriate professional dress to be worn by students during clinical experiences, subject to Hospital's rules, regulations and protocols.
- 4.14 The School will encourage visits of Hospital staff, subject to limitations on their available time, for the purpose of observing, auditing, participating in teaching, and attendance of planning meetings.
- 4.15 The School will inform students that they are required to get a Tampa General Hospital badge from the Hospital Human Resources Department at the start of their clinical learning experience. The Hospital badge must be worn above the waist at all times while on the Tampa General Hospital Campus and returned to the Hospital Human Resources Department at the end of the students' clinical learning experience.
- 4.16 The School shall, prior to the commencement of any clinical educational program at Hospital, provide Hospital management with evidence that the School is covered by general and professional liability insurance in amounts of not less than \$1,000,000 per incident and \$3,000,000 in the annual aggregate by insurance companies acceptable to Hospital. The professional liability insurance shall remain continuously in effect (through prior acts coverage in renewal policies, tail coverage or otherwise) during the period of the applicable statute of limitations. A certificate of School's current insurance coverage for School shall be provided to the Hospital upon execution of this Agreement.

ARTICLE V: Indemnification

- 5.1 To the extent permitted by law, each party shall indemnify, defend, and hold harmless the other party, its board members, officers, trustees, employees, volunteers, faculty, and physicians from and against any and all liabilities and claims of liability, damages and expenses, including reasonable attorney's fees, arising out of or in any way connected with the negligent acts and omissions of the indemnifying party, its students, faculty, officers, trustees, employees, servants, and agents *performing* activities under this Agreement. The School and the Hospital further agree that nothing contained herein shall be construed as a waiver of any sovereign immunity the School may have pursuant to section 768.28, Florida Statutes, and cannot enter into indemnification agreements, therefore, under such circumstances only, any clauses in this Agreement or associated documents that require indemnification by the School are hereby null and void.

ARTICLE VI: Miscellaneous

- 6.1 Withdrawal of Participating Students. Hospital may immediately remove a Participating Student from the Facility when in Hospital's discretion his or her clinical performance is unsatisfactory or his or her behavior is disruptive or detrimental to Hospital operations and/or Hospital's patients. In such event, School will immediately remove the Participating Student from the Clinical Program. It is understood that only School can dismiss the Participating Student from the Clinical Program. School may terminate a Participating Student's participating in the Clinical Program when it determines, in its sole discretion, that further participation by the student would no longer be appropriate.
- 6.2 Status of Parties. Except as expressly provided herein, Hospital and School shall each continue their independent existence and control. Nothing in this Agreement is to be construed to affect any function of

either Hospital or School not expressly covered by the terms set forth herein. This Agreement does not establish a partnership or joint venture between Hospital and School and neither has any authority to act for the other by virtue of this Agreement.

- 6.3 Non-Exclusivity. Nothing in this Agreement shall be construed to preclude School from obtaining Agreements at any other hospital, or to preclude Hospital from entering into clinical education agreements with other entities. Nothing in this Agreement shall be construed to require referrals by either party to the other, or to restrict School to use any other facility for educational needs as may be deemed necessary or desirable by them.
- 6.4 Governing Law, Dispute Resolution. This Agreement shall be interpreted and enforced pursuant to the laws of the State of Florida. Any disputes arising hereunder that are not resolved informally by the Parties shall be mediated in Hernando County, Florida, and if mediation is unsuccessful, shall be resolved by the applicable state or federal court located in Hernando County, Florida.
- 6.5 Assignment and Binding Effect. This Agreement shall not be assigned by any party without the prior written consent of the other party. This Agreement shall inure to the benefit of, and be binding upon, the Parties and their respective successors and permitted assigns.
- 6.6 Amendment. This Agreement may only be amended in writing and signed by all parties hereto.
- 6.7 Rights in Property. All personal property, including, without limitation, all supplies, equipment, facilities, furnishings, patient charts, patient records, and patient information are and shall remain the sole property of Hospital. The provision by Hospital of space, facilities, and equipment is dependent upon, and related solely to, the provision by School of the services described in this Agreement. School has no right or interest in or to such space, facilities, and equipment, except as accouterments to the services performed by School under the terms of this Agreement and, except with prior written approval of Hospital, School shall not directly purchase or otherwise contract for any liability on behalf of Hospital.
- 6.8 Limitation on Use of Hospital Premises, Property, and Personnel. The School shall not use Hospital property, personnel, or any part of the premises of Hospital except to fulfill the purposes, terms, and provisions of this Agreement. This Agreement is a revocable license to use space that is personal in nature and that is not (and shall not be construed as) an interest in the premises occupied. The license shall be automatically revoked when this Agreement is terminated. School shall vacate the premises and remove all of its possessions immediately upon termination of this Agreement.
- 6.9 Waiver. Delay or failure to exercise any right or remedy hereunder will not impair such right or remedy or be construed as a waiver thereof. Any single or partial exercise of any right or remedy will not preclude any other or further exercise thereof or the exercise of any other right or remedy.
- 6.10 Independent Contractor; No Other Beneficiaries; Employment Disclaimer.
- (a) The Parties hereby acknowledge that they are independent contractors, and neither School nor any of its agents, representatives, Program Participants, or employees shall be considered agents, representatives, or employees of Hospital. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the Parties. School shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No Program Participant shall look to Hospital for any salaries, insurance or other benefits. No Program Participant or other third person is entitled to, and shall not, receive any rights under this Agreement. Neither Party shall have the right or authority nor hold itself out to have the right or authority to bind the other Party

- and neither shall either Party be responsible for the acts or omissions of the other except as provided specifically to the contrary herein.
- (b) Each Party acknowledges Participating Students will not be considered employees or agents of Hospital or School for any purpose related to this Agreement. Participating Students will not be entitled to receive any compensation from Hospital or School or any benefits of employment from Hospital or School in exchange for their activities related to this Agreement, including health care or workers' compensation benefits, vacation, sick time, or other direct or indirect benefit of employment.
 - (c) School acknowledges that Hospital has not and is not obligated to implement or maintain insurance coverage for the benefit or protection of School or Program Participants.

6.11 Access to Records. If required by law or regulation:

- (a) School will make available to the Secretary of Health & Human Services ("**HHS**"), the Comptroller General of the General Accounting Office ("**GAO**"), or their authorized representatives or the authorized representatives of Hospital, all contracts, books, documents, and records relating to the nature and extent of the costs hereunder for a period of four (4) years after furnishing services in fulfillment of the terms herein; and
- (b) If services are to be provided by subcontract with a related organization, School will require by contract that the subcontractor make available to the HHS and GAO, or their authorized representative, or the authorized representative of Hospital, all contracts, books, documents, and records relating to the nature and extent of the costs there-under for a period of four (4) years after the furnishing of services there-under.

6.12 Confidentiality.

- (a) As used in this Agreement, the term "**Confidential Information**" means information relating to the operation, marketing, and short and long-term planning of Hospital and the School, including, but not limited to, patient information, lists, charts, records, billing memoranda, data, plans, specifications, procedures, studies, descriptions, cost data, equipment, methods, know-how, flow sheets, inventions (patentable and un-patentable), and other technical business and commercial data and information. Hospital will disclose Confidential Information to School and School will disclose Confidential Information to Hospital, in connection with the performance of this Agreement upon the condition that the other party execute, deliver, and comply with the terms of this Agreement and, in particular, the provisions relating to confidentiality.
- (b) Both parties agree that they will use Confidential Information only for the purpose of performing this Agreement, will maintain the Confidential Information in confidence, and will not reveal, directly or indirectly, Confidential Information to any person, firm, or corporation (other than their agents and employees who need to know such information for the purposes recited above) without the other party's prior written consent unless such disclosure is required by law. Before either party shall disclose any Confidential Information to any agent or employee, it shall obtain from each a confidentiality agreement containing the same terms and imposing upon such person the same obligations with respect to the Confidential Information as are contained herein. The party obtaining such an agreement shall deliver the same to the other party.
- (c) The obligations of confidentiality shall not apply to the extent that any information:
 - (i) is or hereinafter becomes available to the public other than by an act or omission of either party, their agents or employees;

- (ii) is in the possession of receiving party before it is acquired from the disclosing party; or
- (iii) is received on a non-confidential basis from a third party who developed it or obtained it from a source independent of either party.

The obligations of confidentiality hereunder shall survive termination of this Agreement.

- (d) All tangible Confidential Information and other documentation supplied either directly or indirectly pursuant to this Agreement, including all copies thereof, or reproductions or drawings made there from, shall remain the property of the disclosing party and shall be returned immediately upon the expiration of a reasonable time to conclude the work contemplated herein or upon the presentation of a written request by the disclosing party.
- (e) In the event the provisions relating to the Confidential Information are breached by either party, the extent of actual damages sustained will be difficult to ascertain, although great and irreparable, and that compensation at law will be inadequate. Therefore, the parties expressly agree that the injured party shall have the right to injunctive relief for breach of such provisions.

6.13 Use and Disclosure of Protected Health Information.

The provision of the services contemplated herein must comply with the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH ACT"), the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC § 1320d through d-8 ("HIPAA") and any current and future regulations promulgated under either the HITECH Act or HIPAA including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Parts 160, 162 and

164 (the "Federal Security Regulations") and the federal standards for electronic transactions, all as may be amended from time to time, and all collectively referred to herein as "HIPAA Requirements". School further agrees not to use or disclose any Protected Health Information (as defined in 45 C.F.R. § 164.103) or Individually Identifiable Health Information (as defined in 42 USC § 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement. School will and will cause Program Participants to enter into any further agreements as necessary to facilitate compliance with HIPAA Requirements.

- 6.14 No Requirement to Refer. Nothing in this Agreement requires or obligates School to cause the admittance of a patient to Hospital or to use Hospital's services. None of the benefits granted pursuant to this Agreement are conditioned on any requirement or expectation that the Parties make referrals to, be in a position to make or influence referrals to, or otherwise generate business for the other Party. Neither Party is restricted from referring any services to, or otherwise generating any business for, any other entity of their choosing.
- 6.15 Severability. If any provision of this Agreement is declared invalid or unenforceable, the remainder of the Agreement shall be valid and enforceable.
- 6.16 Titles. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend, or describe the scope of this Agreement or the intent of any provision hereof.
- 6.17 Counterparts and Signatures of the Parties. This Agreement and its amendments may be executed in any one or more counterparts (including by confirmed electronic (e.g. scanned document/pdf) or facsimile

transmission), each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument. An electronic signature of a party done pursuant to law, or a signature of a party transmitted by electronic means, shall be deemed an original signature for purposes of this Agreement.

- 6.18 Force Majeure. Neither party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service or employment deemed resulting, directly or indirectly, from acts of God (other than medical or mental disability), civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, strikes, or other similar or dissimilar causes beyond the reasonable control of a party.
- 6.19 Regulatory Requirements. School shall insure the services being provided shall be rendered in compliance with all applicable statutes, regulations, rules and directives of federal, state, and other governmental and regulatory bodies, including third party payors, having jurisdiction over the Hospital. Should any such statute, rule regulation, or guidance be issued during the term of this Agreement, both parties shall meet in good faith, attempt to renegotiate any aspect of this Agreement which may be deemed to be unlawful and, if no compromise can be reached, this Agreement shall immediately terminate.

To the extent applicable, Hospital agrees that it will comply with:

- (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving or benefiting from federal financial assistance.
- (b) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794 which prohibits discrimination on the basis of handicap in programs and activities receiving or benefiting from federal financial assistance.
- (c) Title IX of the Education Amendments of the 1972, as amended, 20 U.S.C 1681 et seq., which prohibits discrimination on the basis of sex in education programs and activities receiving or benefiting from federal financial assistance.
- (d) The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age in programs or activities receiving or benefiting from federal financial assistance.
- (e) The Omnibus Budget Reconciliation Act of 1981, P.L. 97-35, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefiting from federal financial assistance.
- (f) Executive Order 11246 of September 24, 1965 as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor, which prohibit discrimination in government employment on the basis of race, creed, color, or national origin.
- (g) The Vietnam Era Veteran's Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 219 et seq., covering rehabilitation measures for Vietnam Veterans.
- (h) Section 413.036 of the Florida Statutes, which provides for the procurement of services from a qualified nonprofit agency for the blind or for the other severely handicapped.
- (i) Chapter 760, Florida Statutes, which prohibits discrimination on the basis race, color, religion, sex,

national origin, age handicap, or marital status.

- (j) All regulations, guidelines, and standards as are now or may be lawfully adopted under the above statutes.

- 6.20 Entire Agreement. This Agreement and its Exhibits set forth the entire Agreement with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the Parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement of the Parties. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement.
- 6.21 Change in Law, Regulation, and/or Interpretation. The parties to this Agreement recognize that the federal government, through an agency, department, or other bureau, may, in the future, implement statutes, rules, regulations (including, but not limited to, "safe harbor" regulations) or guidance stating that activities such as those contemplated by this Agreement are unlawful. Should any such statute, rule, regulation, or guidance be issued during the term of this Agreement, both parties shall meet, in good faith, attempt to renegotiate any aspect of this Agreement which may be deemed unlawful and, if no compromise can be reached, this Agreement shall immediately terminate.
- 6.22 Captions. The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.
- 6.23 Non-Discrimination. School shall not differentiate or discriminate, as required by applicable Federal law, in the treatment of patients, or in the quality of services delivered to patients on the basis of race, color, national origin, sex, age, religion, ancestry, marital status, sexual orientation, health status or source of payment.
- 6.24 Recitals. The Recitals to this Agreement shall be an enforceable part of this Agreement, binding on the Parties as if fully set forth herein.
- 6.25 Notice. Any notice shall be deemed effectively given when emailed, personally delivered upon receipt, refusal of receipt or the date noted as uncollected when mailed by prepaid certified mail, return receipt requested, addressed as follows:

To Hospital: Service Contracts Manager, Purchasing Department
 Tampa General Hospital
 P.O. Box 1289
 Tampa, Florida 33601

With copy to: Clinical Education
 Attn: Wendi Goodson-Celerin, DNP, APRN
 Tampa General Hospital
 P.O. Box 1289
 Tampa, Florida 33601


To School District: Hernando County School Board
 Attn: Beth Lastra
 919 North Board Street
 Brooksville, Florida 34601

With copy to: Hernando County School Board
 Attn: Superintendent
 919 North Board Street
 Brooksville, Florida 34601

PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.

IN WITNESS WHEREOF, by affixing the signatures of their duly-authorized representatives, and intending to be legally-bound thereby, the parties hereby execute this Agreement, effective as of the Effective Date.

**FLORIDA HEALTH SCIENCES CENTER, INC.
d/b/a TAMPA GENERAL HOSPITAL**

By: 
Wendi Goodson-Celerin (Sep 1, 2025 23:46:58 EDT)
Wendi Goodson-Celerin, DNP, APRN, NE-BC
EVP and Chief Nursing Executive

Hernando County School Board

By: _____
Shannon Rodriguez
School Board Chair

ATTEST

By: _____
Ray Pinder
Superintendent

Approved as to Content & Form
Caroline Mockler, Esq.
Staff Counsel, HCSD
9:08 am, 08/27/2025

Exhibit A
Health Screening & Exposure Guidelines for Agency, Travel, Vendors, Observers and other Contract staff



TEAM MEMBER HEALTH CLINIC

***Health Screening & Exposure Guidelines
for
Agency, Travel, Vendors, Observers and other Contract staff***

Revised September 28, 2023

This packet includes guidance on the following:

- TB testing, Fit Testing, and Immunization Requirements
- Guidelines for Exposures to Blood or Body Fluids a
- Guidelines for Exposures to Communicable Diseases
- Guidelines to Communicable Illness
- Team Member Health Charge Form

TMH Contact Information:

EMAIL: ehealth@tgh.org

Adrienne Hebert, Manager: ahebert@tgh.org or 813-844-4613

Marisol Abrego, Clinician: mabrego@tgh.org or 813-844-8175

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Team Member Health Services

P.O. Box 1289, Tampa, FL 33601-1289

FAX: 813-844-4034

Hours: Monday – Friday, 6:30 am to 4:30pm

Location: 4th floor, East Pavilion

August 27, 2025

Dear Contract, Agency, Vendors, Observers, Travel staff or employer:

Tampa General Hospital (TGH) is pleased to have you or your employees at our facilities. To provide a safe environment, and to prevent exposures to communicable diseases, we must ask that you comply with TGH policies and procedures on immunizations and communicable illness. These guidelines also review the procedure you need to follow if you or your employees are exposed to a bloodborne pathogen (i.e., needlestick) or other infectious disease (i.e., meningitis, tuberculosis).

Immunization and Communicable Illness Requirements are based on:

- If the person has Patient Contact, or NO Patient Contact; AND
- Persons on TGH premises for **7 days or less in a calendar year** are not required to provide any documentation of MMR, TB or Varicella testing, titers or immunizations, but must comply with TGH COVID-19 and Influenza policies.

Patient Contact	No Patient Contact
Enter occupied patient rooms	Enter only non-occupied patient rooms
Provide direct patient care	Do not provide direct patient care
Face-to-face contact with patients	No face-to-face contact with patients
Provide clinical, non-clinical, or outpatient services to patients	Do not provide clinical services to patients
Shadow/observe staff with direct patient contact	Shadow/observe staff that have no patient contact

As a non-employee, you, or your employer, are responsible for ensuring compliance with the required immunizations and screenings.

- Patient Contact—must provide documentation of compliance to Team Member Health Clinic prior to any patient contact assignment for TGH unless the TGH contract specifies that the employer will maintain documentation and/or TGH agrees to an attestation provided by the employer and/or staff.
- No Patient Contact—Employer must maintain documentation of compliance as TGH Team Member Health Clinic does not review or maintain documentation for this group of non-employees.

TGH Team Member Health Clinic is available to provide the required immunizations and screenings to non-employees upon request. Please review your contract to determine if the cost for this service is included in your contract, or if you will need to arrange payment for services at time provided. Payment for immunization screening services can be arranged with the employee to pay by invoice or can be paid at time of service by cash, check, or credit card by an individual. A list of available services offered by Team Member Health Clinic, current as of date of this letter, is attached.

Team Member Health Clinic is located on the fourth floor of the East Pavilion. Take the elevators by McDonalds to the fourth floor, turn right and we are the first door on your right. Our hours of operation are: 6:30 a.m. to 4:30 p.m. Monday – Friday.

Thank you for helping to keep our hospital safe for all healthcare workers, patients, and visitors.

Non-employees at TGH with Patient Contact

TGH Health Screening Requirements

Employer or staff must provide documentation of compliance to Team Member Health Clinic prior to any patient contact assignment for TGH unless the contract/agreement specifies that the employer will maintain documentation and/or an approved attestation is signed by the employer or staff.

Vendors must enroll and provide this required documentation through the TGH Vendor Credentialing provider and do not need to provide documentation to Team Member Health.

Some exceptions/exemptions may apply based on TGH Team Member Health assessment of job duties and length of contract assignment. **Persons on TGH premises for 7 days or less in a calendar year are not required to provide documentation of MMR, TB, Varicella testing, titers or immunizations.**

Description	Requirement	Description
<i>Tuberculosis</i>	TB testing required	<ul style="list-style-type: none"> Documentation of a negative TB skin test (TST) or QFT/T-Spot within 1 year prior to working or providing services at TGH. Annual testing is required only in certain patient care areas. If history of a positive TST or QFT/T-Spot, must provide documentation of negative CXR within the prior 5 years AND have negative signs/symptoms of tuberculosis.
<i>Influenza Vaccination</i>	Strongly Recommended	<ul style="list-style-type: none"> Documentation of flu vaccination status is required for all healthcare workers on TGH property from October 1 thru March 31 annually. If you are a vendor, your flu vaccination status will print on your vendor sticker after documentation is provided. If you decline vaccination, procedure mask must be worn on TGH property 12/1 thru 3/31 at all times.
<i>Measles (Rubeola)</i>	Required	<ul style="list-style-type: none"> Documentation of rubeola immunity (titer) OR documentation of TWO live MMR or MR vaccines after 12 months of age.
<i>Mumps</i>	Required	<ul style="list-style-type: none"> Documentation of mumps immunity (titer) OR documentation of TWO live mumps or MMR vaccines after 12 months of age.
<i>Rubella (German Measles)</i>	Required	<ul style="list-style-type: none"> Documentation of rubella immunity (titer) OR documentation of ONE live rubella or MMR vaccine after 12 months of age.
<i>Chickenpox (Varicella)</i>	Required	<ul style="list-style-type: none"> Documentation of varicella immunity (titer) or documentation of TWO varicella vaccines
<i>Hepatitis B Vaccination</i>	Recommended	<ul style="list-style-type: none"> Hepatitis B vaccine series is STRONGLY RECOMMENDED for all who may be potentially exposed to blood or infectious body fluids.
<i>Tdap: Tetanus; Diphtheria; Pertussis</i>	Recommended	<ul style="list-style-type: none"> If you have not had a Tdap vaccine in the past 10 years, you should receive one prior to working or providing services at TGH.
<i>Urine Drug Screen</i>	Required per contract only	<ul style="list-style-type: none"> Required in TMH clinic if contract specifies. Travel/Agency clinical staff will be required to have proof of a negative drug screen within past 30 days.
<i>Fit Testing for N95 respirator</i>	Required, if applicable	<ul style="list-style-type: none"> TMH will fit test any person who is required to wear an N95 respirator at TGH (i.e. TB or COVID-19) Facial hair not permitted for persons wearing N-95 respirator.

Non-Employee at TGH without Patient Contact

TGH Health Screening Requirements

Documentation MUST be maintained by the employer or staff, unless TMH has a contractual agreement to maintain documentation or TMH requires an attestation. Vendors without patient contact must register through the TGH Vendor Credentialing provider for the basic membership.

Persons on TGH premises for 7 days or less in a calendar year are not required to provide documentation of MMR, TB or Varicella testing, titers or immunizations, but must comply with COVID-19 and Influenza policies.

Description	Requirement	Description
<i>Tuberculosis</i>	TB testing required	<ul style="list-style-type: none"> Documentation of a negative TB skin test (TST) or QFT/T-Spot within past 5 years. Annual testing is not required. If history of a positive QFT/T-Spot, must attest to having a negative CXR after positive TB test.
<i>Influenza Vaccination</i>	Strongly Recommended	<ul style="list-style-type: none"> Documentation of flu vaccination status is required for all healthcare workers on TGH property from October 1 thru March 31 annually and flu sticker picked up in TMH clinic. If you are a vendor, your flu vaccination status will print on your vendor sticker after documentation is provided. If you decline vaccination, procedure mask must be worn on TGH property 12/1 thru 3/31 at all times.
<i>Measles (Rubeola)</i>	Required per contract only	<ul style="list-style-type: none"> Documentation of rubeola immunity (titer) OR documentation of TWO live MMR or MR vaccines after 12 months of age is recommended.
<i>Mumps</i>	Required per contract only	<ul style="list-style-type: none"> Documentation of mumps immunity (titer) OR documentation of TWO live mumps or MMR vaccines after 12 months of age is recommended.
<i>Rubella (German Measles)</i>	Required per contract only	<ul style="list-style-type: none"> Documentation of rubella immunity (titer) OR documentation of ONE live rubella or MMR vaccine after 12 months of age is recommended.
<i>Chickenpox (Varicella)</i>	Required per contract only	<ul style="list-style-type: none"> Documentation of varicella immunity (titer) OR documentation of TWO varicella vaccines is recommended. Healthcare workers with a negative history of chickenpox or a negative varicella titer should avoid contact with patients with chickenpox or herpes zoster (shingles).
<i>Urine Drug Screen</i>	Required per contract only	<ul style="list-style-type: none"> Urine Sample required during Team Member Health Clinic appointment per contract guidelines, if applicable.
<i>Fit Testing for N95 respirator</i>	Required, if applicable	<ul style="list-style-type: none"> TMH will fit test any person who is required to wear an N95 respirator at TGH for the care of patients with TB, COVID-19 or other specific conditions that require this respirator. Facial hair (i.e. beards) not allowed for persons requiring fit testing.

Guidelines for Exposure to Blood or Body Fluids

TGH Team Member Health (TMH) Clinic will evaluate non-employees who report an exposure to blood or infectious body fluids while training or working at Tampa General Hospital. Exposures to blood or infectious body fluids by needlesticks, sharps, mucous membrane, or skin exposures should be reported **IMMEDIATELY** to Team Member Health Clinic during office hours or to the TGH Clinical Administrator after hours.

After an exposure to blood or body fluids, you should:

1. Report the exposure to the department supervisor where your exposure occurred. Please bring the following information on the source patient when you report to Team Member Health Clinic: source patient full name and medical record number.
2. Post-exposure prophylaxis (PEP) therapy may be recommended if you were exposed to an HIV positive patient or a patient at risk for HIV infection. **PEP therapy is most effective if started within three hours of your exposure.**
3. **DURING TMH CLINIC OFFICE HOURS:** (M-F 6:30 A.M. to 4:30 P.M) report exposures to Team Member Health Clinic **immediately**. Your exposure will be evaluated, and blood tests will be done to determine your baseline HIV, HBsAb and HCV status. Team Member Health will order HIV, Hepatitis B and Hepatitis C testing on the source patient.
4. **AFTERHOURS:** report your exposure to the nursing supervisor **immediately** via the hospital operator. **DO NOT** go to the Emergency room unless you require medical care (i.e., suturing). The nursing supervisor will evaluate your exposure, order testing on the source patient and consult with our Infectious Disease physicians if the source patient is HIV + or unknown. Any exposure reported after hours must be reported to Team Member Health Clinic on the next business day so the exposed person can complete required HIV, HBV and HCV testing and complete the follow-up evaluation.
5. TGH TMH will not charge you for post-exposure visits, including HIV, HBV, and HCV testing. TGH will supply the first 3 days of PEP. If additional doses are required, non-employee staff must follow the exposure procedure/process from their employer. TMH will review cases for non-funded persons on a case by case basis.
6. Please request a copy of the TGH BBP Exposure Control Plan for additional information.
7. Please email or call Team Member Health at ehhealth@tgh.org or 813-844-7649 if you have any questions concerning an exposure to blood or body fluids.
8. It is the non-employee's responsibility to notify their employer of their exposure.

REMEMBER:

- Only TGH Team Member Health RN/APRNs, Nursing administrative supervisors, or TGH Infectious Disease physicians are authorized to order HIV, HBV, or HCV testing on source patients.
- FL state law prohibits **ANY** documentation pertaining to an exposure to be placed on the medical record of the source patient. All documentation must be placed in the exposed HCW's Team Member Health record.

Guidelines to Exposures to Communicable Diseases

Procedures non-employee staff must follow after an exposure to one of the following communicable diseases at TGH:

1. Tuberculosis

- Confirm exposure with your supervisor or TGH department manager where the exposure occurred.
- Report to TGH Team Member Health Clinic for post-exposure evaluation. If off-site, email ehhealth@tgh.org and provide your name, mobile number, and details of your exposure.
- Team Member Health will perform a baseline Quantiferon (QFT) blood test within one week.
- Team Member Health will perform a second QFT test four weeks after the tuberculosis exposure to determine if you acquired a tuberculosis infection due to this exposure. There will be no charge for the TB testing.
- If your post-exposure QFT is positive, an evaluation with a TMH nurse practitioner will be scheduled.

2. Meningitis

- Confirm exposure with the department supervisor. Prophylaxis medication is advised within 24-48 hours. Report to TMH during office hours (M-F 6:30am to 4:30pm).
- After hours, call the nursing supervisor for guidance through the hospital operator.
- TMH On-Call nurse: 813-285-0220.

3. Chickenpox (Varicella)

- Non-employee staff exposed to chickenpox at TGH who do not have a documented positive varicella titer AND do not have a history of varicella vaccination must report to Team Member Health Clinic to have a varicella titer drawn.
- Team Member Health will draw a varicella (chickenpox) titer on exposed persons who do not have documentation of two varicella vaccines or a positive titer (no charge). Persons with a negative varicella titer may be restricted from duty from the 10th to 21st day post-exposure.

4. Other Communicable Diseases

- Non-employee personnel concerned about exposures to other communicable diseases (i.e., pertussis, measles, rubella, viruses, etc.) at Tampa General Hospital should email ehhealth@tgh.org (TMH) or call one of the TMH nurses listed on this guide.

5. COVID-19

- Vaccinated and unvaccinated staff must report a positive COVID-19 test result to TMHCOVID19@tgh.org. The TMH nurse will provide guidance on return to work criteria.

Guidelines to Communicable Illnesses

Non-employees with an illness or medical condition that may be communicable to patients, visitors, and/or staff should not work in patient contact areas until the condition is resolved. Persons with COVID-19 or Influenza cannot work until cleared by TMH clinic. General guidelines include:

1. **Conjunctivitis or Pink Eye:** Persons cannot work in patient contact areas until the eye drainage has ceased.
2. **Draining or infected skin lesions:** Persons cannot work in patient contact areas until the infection has resolved and/or the wound is no longer draining. Persons with MRSA infection must be cleared through Team Member Health.
3. **Oral herpes with draining lesions:** Persons cannot work in patient contact areas until the herpes lesion is dry, without drainage.
4. **Group A streptococcal disease (strep throat):** Person cannot work in patient contact areas until 24 hours of antibiotic treatment is received.
5. **Scabies/Lice:** Person cannot work until cleared by a physician or TGH Team Member Health Clinic.
6. **Diarrhea:** Person with diarrhea lasting over three days or accompanied by fever or bloody stools (or diagnosed with Salmonella, Shigella or Giardia) cannot work in patient contact areas until cleared by a physician or TGH Team Member Health Clinic.
7. **Chickenpox, Measles, Mumps, Rubella, Shingles, Hepatitis A, Pertussis or undiagnosed rashes:** Report measles, mumps, chickenpox, rubella, pertussis or Hepatitis A cases to Team Member Health Clinic immediately. Person cannot return to patient contact areas until cleared by a physician or TGH Team Member Health Clinic.
8. **HIV+, HbsAg+, or HCV+:** Persons working in patient care areas who are positive for Hepatitis C, HIV or Hepatitis B surface antigen may be restricted from specific exposure prone procedures. Consultation with TGH Team Member Health Clinic prior to patient contact is required. Strict confidentiality will be maintained.
9. **Active Tuberculosis:** Report active tuberculosis to Team Member Health Clinic immediately. Persons diagnosed with active tuberculosis will be excluded from patient care until two weeks of appropriate therapy is completed and there are three negative sputum smears for acid fast bacilli. TMH clearance is required.
10. **COVID-19 Infection:** Report a diagnosed COVID-19 infection to Team Member Health immediate via email at TMHCOVID19@tgh.org. and a TMH nurse will contact you via email to provide guidance on work clearance.
11. **Influenza:** Persons with diagnosed influenza cannot RTW until afebrile for at least 24 hours off fever reducing meds.
12. **Assistive Devices/Appliances** (i.e. wheelchairs, walkers, canes, crutches, splints, braces, casts, immobilizers, walking boots, bandages, etc.): Due to the risk of cross contamination, persons will not be permitted to have patient contact if wearing any assistive devices/appliances in which the person is unable to practice appropriate hand hygiene/infection control requirements, thereby creating safety hazards/risks to themselves and others (patients, healthcare workers, etc.). This includes splints that can be removed.

We encourage you to consult with TGH Team Member Health (4th floor East Pavilion) at ehealth@tgh.org or call 813-844-4613/8175/7962 for any potential communicable condition. We will investigate any potential transmission to staff and patients.

Team Member Health Charge Form

Tampa General Hospital Team Member Health provides the following services to non-employees.

Payment: TGH Team Member Health Clinic is unable to bill to your medical insurance for these services. Unless payment is arranged in advance by your employer or included in your contract, you will be required to pay at time of service via check, cash or credit card.

Name:		Date:	Badge#					
Ordered	Description of Service Provided	Charges						
	Fit-Test for N-95 mask (Qualitative or Quantitative)	\$10						
	TB Blood Test: QFT-Gold	\$35						
	Titer: Measles, Mumps or Rubella	\$20 for all three						
	Titer: Varicella (chickenpox)	\$15						
	Titer: Hepatitis C antibody	\$15						
	Titer: Hepatitis B antibody	\$15						
	Titer: Hepatitis B antigen (HBsAg)	\$20						
	Titer: Hepatitis B PCR (viral load)	\$40						
	Vaccine: Hepatitis B (Heplisav-b) 2 dose series	\$110 per dose						
	Vaccine: Influenza (Standard Quadrivalent) 1 dose	\$23						
	Vaccine: Influenza High Dose or Flu Blok(egg allergies)	\$55						
	Vaccine: MMR (measles, mumps, rubella): 2 doses	\$80 per dose						
	Vaccine: Varicella (chickenpox) 2 doses	\$140 per dose						
	Vaccine: Tdap (Tetanus, Diphtheria, Pertussis) 1 dose	\$ 40						
	Urine Drug Test: Healthcare Professional Panel	\$90						
	Urine Drug Test: Rapid 5 panel	\$20						
	Urine Drug Test: 10 Panel send out	\$30						
	Cotinine (nicotine)	\$30						
	Team Member Health Visit	\$20						
	Preplacement Physical	\$40						
	Other:							
	Other:							
TOTAL CHARGES:								

Attention Cashier Apply to: Team Member Health CC# 21025

Revenue to Acct. # 1021025601500

Total amount received: _____ ☐ Check ☐ Cash ☐ Invoice

Company Name: _____

Signature of Recipient: _____ Date: _____

Exhibit B

List of College and Career Programs

- Allied Health
 - Medical Lab Tech
 - Surgical Tech
 - Nursing
 - Radiology Tech
- EKG
- Pharmacy Tech