

AFFILIATION AGREEMENT

FOR

USF HEALTH STUDENT EDUCATIONAL EXPERIENCES AT HERNANDO COUNTY SCHOOL DISTRICT

This **Affiliation Agreement** (“**Agreement**”) is executed effective as of Date of last signature (“**Effective Date**”) by and between the **University of South Florida Board of Trustees**, a Florida public body corporate, for and on behalf of USF Health (“**USF**”), and the below named party (“**School Board**”). USF and School Board are sometimes referred to herein individually as a “**Party**”, and collectively, the “**Parties**.” All capitalized terms used herein but not immediately thereafter defined, shall have the meanings ascribed to them elsewhere in this Agreement.

Name of School Board (entity name and d/b/a as registered with state):

HERNANDO COUNTY SCHOOL DISTRICT dba HERNANDO COUNTY SCHOOL BOARD
 (“**School Board**”)

Address: 919 North Broad Street, Brooksville, FL 34601

Contact: Dustin Kupcik **Phone:** 352-797-7000 **Email:** Kupcik_D@hcsb.k12.fl.us

In consideration of the promises made in this Agreement, USF and School Board agree as follows:

1. Introduction.

1.1 The Legislature of the State of Florida has established USF, which is dedicated to education, research, and service. The USF Health Sciences Center (“**USF Health**”), the portion of USF that includes the Colleges of Medicine, Nursing, Pharmacy, and Public Health, School of Physical Therapy, Physician Assistant Program, and other health-care related units and programs (“**USF College(s) and School(s)**”), has the mission of advancing collaborative learning and discovery with a goal of improving health in the community. In furtherance of its mission, USF Health is responsible for arranging clinical educational experiences (“**Experience(s)**”) for USF Health Students through affiliated clinical facilities willing to host such Students for this purpose.

1.2 School Board is willing to voluntarily provide opportunities for the following designated USF Health Students (“**Student(s)**”) to participate in Experiences under appropriate supervision at HERNANDO COUNTY School District (“**School District**”), subject to the terms and conditions of this Agreement:

- | | | |
|--|---|--|
| <input type="checkbox"/> Medical Students | <input type="checkbox"/> Physical Therapy Students | <input type="checkbox"/> Other; specify: _____ |
| <input type="checkbox"/> Nursing Students | <input type="checkbox"/> Public Health Students | _____ |
| <input type="checkbox"/> Pharmacy Students | <input type="checkbox"/> Physician Assistant Students | _____ |
- (Check all applicable Student Types)

☒ Athletic Training
Students

1.3 The purpose of this Agreement is to guide and direct the Parties respecting their affiliation, working arrangements, and agreements in furtherance thereof to provide high-quality Experiences for Students. This Agreement is intended and shall be interpreted to meet the pertinent USF College and School accreditation standards related to affiliation agreements with clinical affiliates which require at a minimum:

- The School Board will provide Students, and faculty if applicable, access to appropriate resources for Student education;
- The pertinent USF College and School is ultimately responsible for the education program, academic affairs, and the assessment of Students;
- The pertinent USF College and School is primarily responsible for the appointment and assignment of faculty members with responsibility for Student teaching;
- Specification of the responsibility for treatment and follow-up when a Student is exposed to an infectious or environmental hazard or other occupational injury;
- The shared responsibility of the pertinent USF College and School and the School Board for creating and maintaining an appropriate learning environment; and
- Confirmation that the pertinent USF College and School's department heads (or clerkship directors) have authority to ensure faculty and Student access to appropriate resources for Student education when those department heads are not also the clinical service chiefs at affiliated institutions.

2. Responsibilities and Covenants of USF.

2.1 USF shall have authority and responsibility for the selection and assignment of Students to Experiences at School District, subject to School Board's approval and agreement to receive each such assignment of a Student under this Agreement. USF will plan and determine the adequacy of the educational experience of the Students in theoretical background, basic skill, professional ethics, attitude, and behavior and shall assign to School District only those Students who have satisfactorily completed the prerequisite didactic portions of USF's applicable curriculum. The number of Students to be assigned and the days, hours and duration of all Experiences at School District will be determined by USF, subject to School District's approval for each such assignment. Prior to the commencement of a clinical learning Experience, USF will provide responsible School District officials with the name(s), dates and hours of assignment, and academic class designation of prospective Students.

2.2 USF will retain ultimate responsibility for Student education and Student assessment including the curriculum, Student academic affairs, Student evaluation, and granting of educational credit. USF's designated representative shall be faculty members appointed and assigned by USF, who will be responsible for student teaching and assessment provided pursuant to this Agreement.

2.3 USF's designated representatives shall cooperate with School District's designated representatives in the planning, coordination, and evaluation of Experiences. USF will designate a faculty member from each USF College and School marked in Section 1.2 as a faculty liaison to School District. USF will be responsible for providing adequate orientation of appropriate School District personnel to the goals and objectives of each Experience. If requested by School District, USF will provide instruction to School District's staff with respect to USF's expectations regarding assessment of Students at School District.

2.4 USF shall have authority and responsibility for the designation of qualified licensed professional staff members at School District to serve as faculty or preceptors responsible for supervising and instructing Students who are assigned to Experiences at School District. School District shall have the right to approve such USF designation of School District's employed staff members to serve as faculty or preceptors. USF will provide the faculty or preceptors with appropriate information regarding their appointment and assignment, including the educational goals and objectives to be achieved, syllabus and required content of the Experiences, and forms to be completed regarding the evaluation of Students.

2.5 Subject to the requirements of School District's Medical Staff Bylaws, USF will assign appropriately-credentialed faculty members to School District to perform applicable supervisory and educational duties in connection with Experiences, and will, upon request, provide School District with evidence of such faculty members' credentials and licensure.

2.6 USF shall advise Students that they are required to comply with all applicable policies, procedures, and requirements of School District, including, without limitation, those related to confidentiality of patient records and patient information imparted during the training experience, dress and personal appearance, health matters and name tag display. USF shall advise Students that School District's confidentiality requirements survive the completion of their Experience and the expiration or termination of this Agreement.

2.7 USF may, at any time, withdraw from assignment to School District any Student whose progress, conduct or work does not meet the standards or requirements of School District or USF.

2.8 USF will require all participating Students to have completed an appropriate criminal background check, and to have documented appropriate immunizations on file with USF. If applicable, School District shall notify the Student of any requests for evidence of criminal background test or immunization. USF will inform the Student of his/her responsibility to provide evidence to School District of any required criminal background checks or immunizations, when requested. School District shall notify USF of its requirements of an acceptable criminal background check and required immunizations. USF will also inform Students that they may be required to undergo a drug test or other similar screening tests pursuant to the School Board's policies and

practices, and that the cost of any such test will be paid by the Student, if not the School District. USF will promptly notify School District upon USF receiving information that a Student assigned to School District is the subject of any criminal charges filed at any time during the Student's Experience, and, upon School District's request, USF will remove such Student from assignment to School District.

2.9 USF represents and warrants to School Board that USF and its Students assigned to School 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 USF or a Student being excluded from participation in the Federal health care programs.

2.10 USF will maintain educational records and information relative to Students in accordance with the Federal Family Educational Rights and Privacy Act. If USF 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 USF'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 USF 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.

2.11 Compliance with Jessica Lunsford Act: The Hernando County School District and State of Florida, requires all Internship individuals that come in contact with students or on school board property to comply with the Jessica Lunsford Act (JLA) which consists of a level II background screening via fingerprinting. USF will instruct Participants of any School District's Human Resource requirements for a level II background screening via fingerprinting prior to the participating Student's participation in the Experience at School District. All costs associated with such requirements shall be the responsibility of participating Student. Any participating Student who has not completed the required fingerprinting, or who has not passed the required screening according to School District standards, shall not be eligible to participate in the Experience. USF agrees, to the extent provided in section 768.28, Florida Statutes, 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. This statement shall not be construed or interpreted as consent by USF to be sued other than as provided by Florida law or serve to deny USF or another state entity any remedy or defense available under the laws of the State of Florida.

3. Responsibilities of School Board.

3.1 School Board recognizes the primacy of the educational purpose of the Experiences. School Board has a responsibility to maintain a positive, respectful, and adequately resourced learning environment so that sound Experiences can occur. Therefore, School Board will provide Students and faculty with access to appropriate resources for Student Experiences including: a) access to patients at School Board's facilities in an appropriately supervised environment, in which the

Students can complete USF's applicable curriculum; b) Student security badges or other required security access to patient care areas; c) access and required training for Students in the proper use of electronic medical records or paper charts, as applicable; d) computer access, as applicable; e) some secure storage space for personal items of Students when at the School District; and f) access to call rooms, if necessary.

3.2 School District will retain full authority and responsibility for patient care and quality standards, and will maintain a level of care which meets generally accepted standards conducive to satisfactory instruction. While in School Board's facilities, Students will have the status of trainees; are not to replace School District staff; and are not to render unsupervised patient care and/or services. All services rendered by Students must have educational value and meet the goals of the USF education program. School District and its staff will provide such supervision of the educational and clinical activities as is reasonable and appropriate to the circumstances and to the Student's level of training.

3.3 School District staff will, upon request, assist the pertinent USF College and School in the evaluation of the learning and performance of participating Students by completing evaluation forms provided by and returned to the pertinent USF College and School in a timely fashion.

3.4 School District will provide for the orientation of participating Students as to School Board's rules, regulations, procedures, and policies.

3.5 School Board agrees to comply with applicable state and federal workplace safety laws and regulations. In the event a Student is exposed to an infectious or environmental hazard or other occupational injury (e.g. needle stick) while at School District, School District, upon notice of such incident from the Student, will provide such emergency care as is provided to its employees, including, where applicable: examination and evaluation by School District'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 HIV protocol as necessary; and HIV counseling and appropriate testing as necessary. In the event that School District does not have the resources to provide such emergency care, School District will refer such Student to the nearest emergency facility. USF will inform the Student that the Student will be responsible for any charges thus generated.

3.6 To the extent the School District generates or maintains educational records related to the participating Students, the School District agrees to comply with the Federal Family Educational Rights and Privacy Act ("**FERPA**"), to the same extent as such laws and regulations apply to USF and shall limit access to only those employees or agents with a need to know. For the purposes of this Agreement, pursuant to FERPA, USF hereby designated School District as a school official with a legitimate educational interest in the educational records of the participating Student(s) to the extent that access to USF's records is required by School District to carry out the Experience.

3.7 The School District will provide written notification to USF promptly if a claim arises involving a Student. The School District and USF 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.

3.8 The School District will resolve any situation in favor of its patient's welfare and restrict a Student to the role of observer when a problem may exist until the incident can be resolved by the staff in charge of the Student or the Student is removed. The School District will notify USF's designated faculty liaison if such an action is required.

3.9 The School District shall identify a site coordinator from among its medical staff who will communicate and cooperate with the USF's designated faculty liaison (e.g. clerkship director) to ensure faculty and Student access to appropriate resources for the clinical training Experience.

3.10 School District, while providing a clinical environment for Experiences to Students, shall not be responsible or assume any liability for any act of negligence by any Student or any USF employed faculty member who is involved in Experiences or other activities at School District.

3.11 School District agrees to, after reasonable advance request from USF, permit the visitation of its designated facilities and resources pertinent to the Experiences by representatives of USF and the accrediting body for the applicable academic program.

3.12 School District may immediately remove from the premises and retains the right to suspend or terminate any Student's participation at the School District. The School District will immediately notify the appropriate office of USF if such an action is required and the reasons for such action. USF may terminate a Student's participation when, in its sole discretion, it determines that further participation by the Student would no longer be appropriate. USF will notify the School District if such action is required.

3.13 School District, in its sole discretion, 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 at the School District

4. Responsibilities of Students.

4.1 USF shall advise Students that they are expected to conduct themselves as professionals and interact with patients, families, coworkers, and personnel in a constructive and congenial manner while at School District. The responsibilities of Students include: (i) observing and assisting with patient care under supervision commensurate with their program, training and level of advancement and responsibility, and advising all patients at an appropriate time of their status as Students; (ii) participating in all School District required orientations, HIPAA Privacy and Security training, seminars and other educational activities; and (iii) adhering to applicable policies, procedures, requirements, practices and directives of School District and USF.

4.2 Students will be required to maintain health insurance, and School District may request the Student to provide proof of health insurance prior to the beginning of the Experience. Students have no right to any compensation, or to any vacation or sick pay, health, disability, or life insurance benefits, retirement benefits, workers compensation, unemployment compensation, free meals at School District, or any other employment benefits from either USF or School District in connection with the Student's participation in Experiences at School District

4.3 Students who are selected for assignment to School District will be instructed by USF 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 School District. The Parties may agree to append one or more Exhibits to this Agreement to specify such School District requirements to be met by Students.

5. Mutual Responsibilities.

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

5.2 The Parties will work together to maintain an environment of high quality patient care. At the request of either Party, a meeting or conference will promptly be held between USF and School District representatives to resolve any problems or develop any improvements in the operation of the Experiences.

5.3 USF will provide qualified and competent individuals in adequate number for the instruction and supervision of Students using the USF facilities. The School District will provide qualified and competent staff members in adequate number for the instruction and supervision of Students using the School District's facilities.

5.4 USF, including its faculty, staff, Students, and medical residents, and School District share responsibility for creating an appropriate learning environment that includes both formal learning activities and the attitudes, values, and informal "lessons" conveyed by individuals who interact with the Students. The Parties will cooperate to evaluate the training program, which may include on-site visits. School District shall require its faculty and staff who interact with Students to adhere to the expectations set forth in **Exhibit A** and communicate Student violations of such expectations to USF. USF agrees to require its Students to adhere to the expectations set forth in Exhibit A.

5.5 The Parties agree to encourage Students who experience mistreatment or who witness unprofessional behavior to report same immediately to the appropriate faculty or staff. School District will identify and inform USF of a specific office and representative to whom Students 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 or faculty member making such reports and the Student or faculty member may report perceived retaliation or reprisal to USF for prompt appropriate action.

6. General Provisions.

6.1 No Monetary Obligations. School District shall not pay any stipend or other monetary consideration to USF or Student, nor shall USF or Students pay any monetary consideration to School District with respect to this Agreement.

6.2 Insurance. Students who are assigned to School District for Experiences pursuant to this Agreement are provided insurance protection against professional liability claims by the University of South Florida Health Sciences Center Self-Insurance Program pursuant to Florida Statutes §768.28 and §1004.24. A certificate evidencing such liability protection is attached hereto as **Exhibit B**. Such professional liability protection is occurrence-based coverage with limits of \$1,000,000.00 per claim and \$3,000,000.00 in the aggregate when not subject to the immunity as described in Florida Statutes §768.28. USF shall maintain such insurance in effect at all times that Students are assigned to School District.

To the extent applicable USF will maintain and furnish workers compensation insurance as required by law. To the extent provided by law, each Party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence; with respect to USF, this responsibility shall be subject to the following limits pursuant to section 768.28, Florida Statutes, under which USF shall not be liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of two hundred thousand dollars (\$200,000.00), or any claim or judgment or portions thereof, which, when totaled with all other claims or judgments paid by the Institution arising out of the same incident or occurrence, exceed the sum of three hundred thousand dollars (\$300,000.00). This statement shall not be construed or interpreted as consent by USF to be sued other than as provided by Florida law or serve to deny USF 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.

6.3 No Requirement to Refer. The Parties acknowledge that there is no requirement under this Agreement, or any other agreement between the Parties, that any Party refer any patients to any healthcare provider or purchase any healthcare goods or services from any source. Each of the Parties may refer, or not refer, patients to the other Party and shall make such referrals, if any, based only on the professional medical judgment of the healthcare provider, and the needs and desires of the relevant patients. Nothing in this Agreement requires or obligates: (a) USF to admit or cause the admission of a patient to School District or to use School District's services; or (b) School District to admit or cause the admission of a patient to USF or to use USF's services.

6.4 Term Review and Termination. The term of this Agreement shall be for two (2) years commencing on the Effective Date, unless terminated earlier in accordance with the following provisions. This Agreement shall automatically renew for successive terms of two (2) years each unless either Party gives notice of non-renewal to the other Party at least sixty (60) days prior to the expiration of the then-current term. Either Party may terminate this Agreement without cause by giving written notice to the other Party at least ninety (90) days in advance of the effective date of termination specified by such notice. In the event of non-renewal or termination of this Agreement

pursuant to either of the two preceding sentences, Students who are then currently participating in an Experience at School District will be permitted to complete such Experience and the provisions of this Agreement shall survive termination and remain effective for the duration of such Experience. Either Party may immediately terminate this Agreement, requiring USF to remove Students from assignment to Experiences at School District, in the event of any material violation of this Agreement by the other Party.

6.5 Status of Parties. USF 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. USF's employed faculty members and Students shall not be deemed to be employees or agents of School District for any reason. USF's employed faculty members and Students shall not be responsible for the supervision or control of the patient care activities of any School District employee or staff member. Participating Students shall not be considered employees of School District and are not entitled to any of the benefits accorded to School District employees, including, but not limited to, participation in employee benefit plans, unemployment compensation, and workers' compensation.

6.6 Use of Names. USF 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.

6.7 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.

6.8 HIPAA. The Parties agree to comply with the Health Information Technology for Economic and Clinical Health Act ("**HITECH Act**"), Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 1320d ("**HIPAA**") and any current and future regulations promulgated thereunder, including, without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 ("**Federal Privacy Regulations**"), the federal security standards contained in 45 C.F.R. Part 142 ("**Federal Security Regulations**"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "**HIPAA Requirements**." The Parties agree not to use or further disclose any Protected Health Information (as Defined in 45 C.F.R. Section 164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. Section 1320d), other than as permitted by the HIPAA Requirements and the terms of this Agreement. The Parties agree to make their internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations. In addition, the Parties agree to comply with any state laws and regulations that govern or pertain to the confidentiality, privacy, security of, and electronic and

transaction code sets pertaining to, information related to patients. USF may de-identify any and all Protected Health Information for educational purposes created or received by USF under this Agreement, provided, however, that the de-identification conforms to the requirements of the Standards for Privacy of Individually Identifiable Health Information in 45 C.F.R. Part 164, Subparts A and E. USF shall direct Students to comply with the policies and procedures of School District, including those governing the use and disclosure of individually identifiable health information under federal law, specifically 45 C.F.R. Parts 160 and 164. Solely for the purpose of defining the Students' role in relation to the use and disclosure of School District's protected health information, the Students are defined as members of School District's workforce, as that term is defined by 45 C.F.R. 160.103, when engaged in activities pursuant to this Agreement. However, the Students are not and shall not be considered employees of School District

6.9 Title IX. The Parties agree to comply with Title IX of the Education Amendments of 1972 ("***Title IX***") which protects Students and employees from discrimination based on sex in education programs or activities that receive federal financial assistance. Title IX states:

No person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance.

Discrimination based on sex includes sexual harassment, sexual violence, relationship violence, stalking, and discrimination based on pregnancy/sexual orientation and/or identity.

6.9.1 School Board acknowledges notice of USF's Title IX training, reporting, and investigative requirements, and agrees to comply with such. School Board further agrees that it or its employees will cooperate in any investigation required by Title IX.

6.9.2 School District agrees to appoint an internal Title IX Coordinator, liaison, or contact person in accordance with federal Title IX policies and regulations. School District will notify USF of their Title IX representative's name and contact information and/or any changes in this information. School District's Title IX representative shall be responsible for (1) communicating directly to USF's Title IX Coordinator all reports of sexual harassment involving USF employees and/or Students and (2) ensuring School District employees receive Title IX training in accordance with federal requirements, including but not limited to reporting requirements and how to properly respond to disclosures of discrimination based on sex. School District's employee training must include the following:

6.9.2.1 Notice that employees are required to immediately notify their Title IX coordinator, representative, or liaison of all reports of sexual harassment that involve USF Students or employees.

6.9.2.2 How to report any allegation of sexual harassment, whether by email, phone, online form, etc.

6.9.2.3 How to properly respond to disclosures of sexual harassment, including providing resources to the discloser and protecting the privacy of the discloser.

6.9.3 If USF becomes aware of School District’s failure to comply with this provision, USF’s Title IX Coordinator will notify the School District’s Title IX representative about the non-compliance to allow School District an opportunity to address non-compliance and to ensure future compliance. School District acknowledges and understands that School District’s failure to comply with this provision’s Title IX obligations after notice can result in this contract being voidable. USF shall be permitted to exercise its discretion to void said contract due to lack of performance and noncompliance with USF’s Title IX obligations and provisions.

6.10 Public Records Act. The Parties agree and understand that each party is subject to Chapter 119, Florida Statutes (“Florida Public Records Act”). As such, this Agreement and all associated materials and information may be considered a “public record” subject to disclosure unless otherwise exempt. Each Party reserves the absolute right to interpret its legal obligations under the Florida Public Records Act. Any necessary disclosure of this Agreement or any other information pursuant to a public records request shall not be considered a breach of this Agreement. No provisions in the Agreement can be exercised to frustrate the requirements of the law for the release of records. The parties agree that each is subject to Florida Law regarding public access to records under Chapter 119, Florida Statutes. As such, the Parties agree that only such information as is exempt and confidential under the provisions of law shall be considered confidential under the term of this Agreement and any confidentiality provisions in the Agreement shall be read in harmony with Florida’s Public Records Act, Chapter 119, Florida Statutes. To the extent either Party provides the other any information which it believes is confidential or exempt, the disclosing Party shall notify receiving Party of the specific information that it believes is confidential, as well as the basis for the exemption. The Parties agree to maintain the other Party’s records subject to section 119.0701, Florida Statutes. If and to the extent that either Party has access to any other confidential information regarding the other Party (such as security information as contemplated by section 119.071(c), Florida Statutes), the Parties agree to use reasonable measures to maintain the confidentiality of such information.

6.11 To the extent either Party maintains information that is subject to a public record request, it shall provide the public access to such records in accordance with, and subject to the applicable statutory terms and fees. Failure to do so will be considered a material breach of the original Agreement resulting in immediate termination with no penalty to the Party terminating the Agreement. USF must comply with Florida public records laws, including but not limited to chapter 119, Florida Statutes and section 24 of article I of the Constitution of Florida, and specifically agrees to:

- a. Keep and maintain public records required by the School Board in order to perform the service under this Agreement; and
- b. Upon request from the School Board’s custodian of public records, provide the School Board 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; and

c. 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 contract term and following completion of the Agreement if the contractor does not transfer the records to the School Board; and

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

IF USF HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO USF'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, 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 USF 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. This provision shall survive any termination or expiration of the Agreement.

6.12 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, the Parties shall employ commercial best practices for ensuring the security of all data shared pursuant to this Agreement including, but not limited to, electronic, spoken and paper information accessed, used, created, maintained, disposed of, or otherwise handled in the course of each Parties performance of this Agreement. In the event of a breach of security as defined in Section 501.171, Florida Statutes, the Parties agree to notify the other Party immediately, but no later than ten days following a determination of a breach of data security. Additionally, each Party shall fully cooperate, at its own expense, with any statutory notification requirements of the other Party. This cooperation includes law enforcement and auditors. Additionally, the Parties acknowledge that they are local governmental entities subject to the State of Florida's public record laws. Should a request be made for disclosure of confidential records, notice shall be provided to the other Party who may then, at its discretion, respond to the request. Should USF require confidential student information or personally identifiable information as a "school official," it may enter into a separate data privacy and sharing agreement with School District.

6.13 E-Verify Requirement. School Board warrants that it is in compliance with the E-Verify requirements set forth in § 448.095, Florida Statutes and will remain in compliance with such requirements throughout the term of the Agreement and any extensions or renewals thereof. USF may immediately terminate the Agreement upon notice to School Board if USF has a good faith belief that School Board is knowingly in breach of this warranty. In the event of such termination, USF shall only owe School Board for the products and/or services delivered by the effective date of such termination and shall not owe any termination penalty or damages to School Board whatsoever.

6.14 USF acknowledges and agrees that the School Board does not waive its immunity and nothing herein shall be interpreted or deemed as a waiver of the School Board's rights, including the limitation of waiver of immunity, as set forth in Section 768.28, Florida Statutes, or any other statutes, and School Board expressly reserves these rights to the full extent allowed by law.

USF assumes any and all risk of personal injury and property damage attributable to the negligent acts or omissions of USF and the officers, employees, and servants thereof while acting within the scope of their employment by the USF. School Board and USF agree that nothing contained herein will be construed or interpreted as (a) the consent of the USF and State of Florida, their agents and agencies to be sued except as provided for herein; or (b) a waiver of sovereign immunity by the USF and the State of Florida beyond that provided in § 768.28, Florida Statutes.

6.15 Notices. Every notice required or permitted by this Agreement will be validly given only if it is in writing and delivered personally or by commercial courier or first class, postage prepaid, United States mail (whether or not certified or registered and regardless of whether a return receipt is requested or received by the sender), and addressed by the sender to the other Party at its addresses listed below or at any other address as a Party designates by notice to the other Party. A copy of the notice may also be sent by email to the other Party's email addresses and/or telecopy numbers listed below.

(i) School District:

Superintendent
Hernando County School District
919 North Broad Street
Brooksville, FL 34601

with copies to:

Dustin Kupcik, Athletics Director
Hernando County School District
919 North Broad Street
Brooksville, FL 34601

(ii) USF:

Executive Vice President of USF Health
University of South Florida
12901 Bruce B. Downs Boulevard, MDC 2
Tampa, FL 33612
Fax: (813) 974-3886

with copies to:

Office of the General Counsel
University of South Florida
4202 East Fowler Avenue, CGS 301
Tampa, FL 33620

A validly given notice will be effective on the earlier of its receipt, if delivered personally or by commercial courier with a confirmation of receipt, or the fifth day after it is postmarked by the United States Postal Service, if delivered by first class, postage prepaid United States mail. Each Party promptly shall notify the other Party of any change in its mailing and email addresses.

6.16 Complete Agreement; Supersedes Prior Agreements; Modifications; Assignment. This Agreement represents the entire understanding of the Parties with respect to the subjects addressed herein. This Agreement supersedes and cancels all prior and contemporaneous agreements, representations, and discussions, whether oral or written, related to the subjects herein. This Agreement may be modified only by written instrument signed by the authorized representatives of both Parties. This Agreement may not be assigned by either Party.

6.17 Governing Law. This Agreement has been entered into in the State of Florida and shall be construed in accordance with the laws of the State of Florida.

6.18 Authority. The individuals signing this Agreement on behalf of USF and School District are each a duly authorized representative of such Party with full power and authority to execute this Agreement.

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

6.20 Third Parties. This Agreement is not intended and shall not be construed to grant any person except USF and School District, any claim, right, remedy or privilege in connection with this Agreement.

6.21 Waiver of Terms. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

6.22 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.

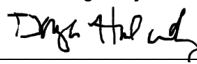
IN WITNESS WHEREOF, the Parties have executed this Affiliation Agreement.

HERNANDO COUNTY SCHOOL BOARD

By: _____
Name: Shannon Rodriguez
Title: Board Chair

By: _____
Name: Ray Pinder
Title: Superintendent

**University of South Florida Board of Trustees
School of Physical Therapy & Rehabilitation Sciences**

DocuSigned by:

9/25/2025 | 14:50 EDT
0C3E91CA937D464
Douglas Haladay, PT, DPT, PhD, MHS
Associate Dean, USF Health
Director School of Physical Therapy & Rehabilitation Sciences

Approved as to Content & Form
Caroline Mockler, Esq.
Staff Counsel, HCSD
1:31 pm, 09/22/2025

EXHIBIT A

TEACHER-LEARNER EXPECTATIONS

USF Health and its component Colleges and Schools hold in high regard professional behaviors and attitudes, including altruism, integrity, respect for others and a commitment to excellence. Effective learning is best fostered in an environment of mutual respect between teachers and learners. In the context of medical education, the term “teacher” is used broadly to include peers, resident physicians, full-time and volunteer faculty members, clinical preceptors, nurses and ancillary support staff, as well as others from whom Students learn.

GUIDING PRINCIPLES:

Duty: Medical educators have a duty not only to convey the knowledge and skills required for delivering the profession’s standard of care but also to instill the values and attitudes required for preserving the medical profession’s social contract with its patients.

Integrity: Learning environments that are conducive to conveying professional values must be based on integrity. Students and residents learn professionalism by observing and emulating role models who epitomize authentic professional values and attitudes.

Respect: Respect for every individual is fundamental to the ethic of medicine. Mutual respect is essential for nurturing that ethic. Teachers have a special obligation to ensure that Students and residents are always treated respectfully.

RESPONSIBILITIES OF TEACHERS AND LEARNERS:

Teachers should:

- Treat Students fairly and respectfully
- Maintain high professional standards in all interactions
- Be prepared and on time
- Provide relevant and timely information
- Provide explicit learning and behavioral expectations early in a course
- Provide timely, focused, accurate and constructive feedback on a regular basis and thoughtful and timely evaluations at the end of a course
- Display honesty, integrity, and compassion
- Practice insightful (Socratic) questioning, which stimulates learning and self-discovery and avoid overly aggressive questioning which may be perceived as hurtful, humiliating, degrading or punitive

- Solicit feedback from students regarding their perception of their educational experiences
- Encourage Students who experience mistreatment or who witness unprofessional behavior to report the facts immediately

Students should:

- Be courteous of teachers and fellow students
- Be prepared and on time
- Be active, enthusiastic, curious learners
- Demonstrate professional behavior in all settings
- Recognize that not all learning stems from formal and structured activities
- Recognize their responsibility to establish learning objectives and to participate as an active learner
- Demonstrate a commitment to life-long learning, a practice that is essential to the profession of medicine
- Recognize personal limitations and seek help as needed
- Display honesty, integrity, and compassion
- Recognize the privileges and responsibilities coming from the opportunity to work with patients in clinical settings
- Recognize the duty to place patients' welfare above their own
- Recognize and respect patients' rights to privacy
- Solicit feedback on their performance and recognize that criticism is not synonymous with "abuse"

Relationships between Teachers and Students

Students and teachers should recognize the special nature of the teacher-learner relationship which is in part defined by professional role modeling, mentorship, and supervision. Because of the special nature of this relationship, Students and teachers should strive to develop their relationship to one characterized by mutual trust, acceptance, and confidence. They should both recognize the potential for conflict of interest and respect appropriate boundaries.

EXHIBIT B

CERTIFICATES OF INSURANCE

See Attached.