

**MEMORANDUM OF UNDERSTANDING REGARDING
THE HEALTH SCIENCES ACADEMIES PARTNERSHIP**

This Memorandum of Understanding (“MOU”) is entered between The School Board of Hernando County, Florida a political subdivision of the State of Florida and a body corporate pursuant to §1001.40, Florida Statutes whose address is 919 North Broad Street, Brooksville, Florida 34601 (hereinafter “School Board”) and Tampa General Hospital Hernando, LLC, d/b/a Tampa General Hospital Brooksville and Tampa General Hospital Spring Hill, a Florida limited liability company (hereinafter “TGHH”) (individually a “Party” and collectively the “Parties”).

WHEREAS, the Parties recognize the need to expand healthcare workforce pathways for high school students in Hernando County, Florida; and

WHEREAS, the Health Sciences Academies (“HSA”) is a leading career-focused educational program offering hands-on training, certifications, and exposure to healthcare careers through simulation labs, classroom environments, and other specialized facilities; and

WHEREAS, the Parties desire to enter into a collaborative agreement whereby TGHH will provide both direct financial support and programmatic resources to HSA, in partnership with the School Board, to enhance student access to advanced healthcare education and professional development; and

WHEREAS, the Parties desire to clearly define their respective roles and responsibilities in carrying out this partnership in a manner that ensures continuity, transparency, and mutual benefit.

NOW, THEREFORE, in consideration of foregoing premised, which shall be deemed an integral part of this MOU, and of the mutual covenants and agreements set forth, the parties hereby agree as follows:

ARTICLE I – RECITALS & PURPOSE

- 1.1 The forgoing recitals (WHEREAS CLAUSES) are true and correct and are incorporated herein by reference.
- 1.2 The intent of this MOU is to establish that TGHH is the student education and student wellness partner of the School Board for healthcare academic programs, including, but not limited to, related sponsorships and naming rights, marketing, educational and support programs, and graduate recruitment.
- 1.3 Name of Program. The program established by the MOU shall be referred to as the “‘Health Science Academies’ powered by TGHH” or “HSA in partnership with TGHH” (“Program”).
- 1.4 Authority. The parties enter this MOU pursuant to policy 9700.01 of the School Board.

ARTICLE II – TERM

This MOU shall take effect on August 15, 2025, and shall remain in full force and effect through July 15, 2028 (“Term”). The MOU shall cover the academic years 2025–2026, 2026–2027, and 2027–2028. The Parties may mutually agree in writing to renew this MOU on an annual basis thereafter. Any Party may terminate this MOU for any reason by providing at least thirty (30) days’ written notice to the other Party. In the event this MOU is terminated before the end of the Term, then any TGHH Financial Commitment (as defined below) or other obligation from TGHH is terminated as well and no further payments will be made to the School Board in accordance with this MOU.

ARTICLE III – SCOPE OF MOU

- 3.1 The Parties endeavor to distinguish HSA regionally, statewide, and nationally, create pathways for future employment of Hernando County students, provide comprehensive health education experiences for students, support workforce development in the local healthcare sector, and foster collaboration between educational and healthcare institutions.

3.2 TGHH commits to provide the School Board a total amount of ONE HUNDRED AND FIFTY THOUSAND AND 00/100 DOLLARS (\$150,000.00) in direct financial contributions to HSA over the three-year term of this MOU (“Financial Commitment”). This Financial Commitment is payable in annual installments of FIFTY THOUSAND 00/100 DOLLARS (\$50,000.00) per year.

3.2.1 These payments will be structured in eleven (11) monthly payments of FOUR THOUSAND ONE HUNDRED AND SIXTY-SEVEN 00/100 DOLLARS (\$4,167.00) per year for the initial eleven (11) months of the MOU each year, and the sum of FOUR THOUSAND ONE HUNDRED AND SIXTY-THREE 00/100 DOLLARS (\$4,163.00) for the final month of the MOU each year.

3.2.2 These funds shall be invoiced monthly by the Hernando County Education Foundation (hereafter “HCEF”) and held by HCEF as the financial repository.

3.2.3 The funds shall be distributed for the benefit of the HSA in a manner jointly determined by the School Board and HCEF. Of the FIFTY THOUSAND 00/100 DOLLARS (\$50,000.00) annual contribution EIGHT THOUSAND FIVE-HUNDRED 00/100 DOLLARS (\$8,500.00) will support four (4) designated HCEF events, ONE THOUSAND FIVE-HUNDRED DOLLARS AND 00/100 (\$1,500.00) will support the Teachers In Action event and TWO THOUSAND FIVE-HUNDRED DOLLARS AND 00/100 (\$2,500.00) will be designated towards scholarships for students in their senior year of high school that are pursuing degrees or certifications in health careers.

3.3 In addition to the financial support outlined above, TGHH commits to provide to the School Board additional programmatic support and in-kind services valued at not less than ONE HUNDRED AND FIFTY THOUSAND AND 00/100 DOLLARS (\$150,000.00) in the aggregate over the course of the three-year term of this MOU.

- 3.4 TGHH will provide custom-branded navy-blue medical scrubs for all enrolled HSA students annually. The scrubs will feature TGHH and HSA branding, and the final designs will be subject to approval by both Parties.
- 3.5 TGHH will be acknowledged as a title partner of the HSA during the term of this MOU. The name “Health Sciences Academy powered by TGHH” or similar approved variants shall be used in promotional materials, signage, and uniforms as appropriate. Any branding shall be subject to mutual approval by the School Board and TGHH, and shall not interfere with existing agreements or recognized programs
- 3.6 Right to Use. The parties shall have a limited, terminable, nonexclusive license to promote and market TGHH’s brand and the School Board’s brand throughout the Hernando County School District and in marketing, advertising and other promotional materials, including the use of each parties’ respective logos, for activities related to this MOU. Use of each party’s brand or logo, or any other identifying information, shall be subject to the approval of the other party.
- 3.7 TGHH agrees to facilitate experiential learning opportunities for HSA students, including but not limited to shadowing programs, exposure to TGHH’s technology platforms and artificial intelligence applications, hospital-based externships, and preparation for healthcare-related summer employment. Efforts shall be made to align such opportunities with school schedules and to provide transportation coordination where feasible.
- 3.7.1 TGHH will offer exposure to its healthcare technology systems including AI & analytics integration and applied technology tools and systems.
- 3.7.2 TGHH will further offer clinical and shadowing opportunities with focus areas in (a) geriatrics, rehabilitation, and long-term care addressing the local aging population, (b) telehealth, home health, and rural emergency care, and (c) local clinics and physician practices beyond the hospital.

- 3.7.3 TGHH will provide guest speakers, who are TGHH professionals presenting information about healthcare careers and local industry challenges.
- 3.7.4 TGHH will provide hands-on job preparation workshops to prepare students for the local job markets, as well as telehealth training in remote healthcare delivery and best practices.
- 3.7.5 TGHH will provide support for volunteering at local clinics, nursing homes, and TGHH facilities, and will support student-led outreach programs, screenings, and volunteer involvement.
- 3.7.6 TGHH will provide target scholarships for HSA graduates pursuing healthcare careers in Hernando County or the Tampa Bay area, which may be tied to post-graduation employment at TGHH facilities.
- 3.7.7 TGHH and HSA will collaborate with higher education partners to provide credit for HSA certifications.
- 3.8 Donations. TGHH, at its own discretion, may donate surplus or decommissioned medical equipment, subject to approval by School Board and HSA. Donations will prioritize:
 - 3.8.1 Curriculum-Aligned Tools, including: Simulation tools for life support, wound care, and patient assessment; and Equipment supporting new courses
 - 3.8.2 TGHH will ensure that donated items are functional upon donation to School Board. School Board maintains responsibility for ongoing maintenance.
- 3.9 The Parties agree to a planning period between August-October 2025. The formal partnership launch shall begin with the 2025–2026 school year. The Parties shall meet quarterly to assess the implementation of this MOU, identify opportunities for improvement, and make programmatic adjustments as necessary. A formal annual review will occur at the end of each academic year.

- 3.10 Coordination. TGHH and School Board shall coordinate promotional efforts as mutually agreed to by the parties during the term of this MOU, such as use of social media and the development of videos for public distribution by both parties.
- 3.11 Signage. As applicable, should signage be utilized in relation to this MOU, the same shall be temporary. TGHH represents and warrants that any and all signage shall conform to all applicable laws, regulations, local, city and county code requirements and School Board policies subject to review and approval by the Superintendent or designee. Any signage will be placed and located in mutually agreed upon locations, which locations will not be in conflict with currently established permanent signage.
- 3.12 Costs and Expenses for Construction and Installation; Maintenance. TGHH shall be responsible for all of the costs and expenses related to signage under this MOU, including but not limited to obtaining permits, construction, creation, installation and removal. TGHH shall maintain any signage created pursuant to this MOU in the condition customary for similar Hernando County Public Schools signage maintained by School Board, at TGHH's sole cost and expense. TGHH shall, as reasonably necessary or desirable, replace the signage at TGHH's sole cost and expense. TGHH shall, as reasonably necessary or desirable, replace any signage at TGHH's sole cost and expense. Upon the termination of this MOU, TGHH shall remove all signage installed pursuant to this MOU at its sole cost and expense.
- 3.13 Nothing in this MOU shall be construed to supersede, replace, or conflict with existing agreements entered into by the Parties, or policies of the School Board or Hernando County High Schools. In cases of overlapping students, programs, or branding requirements, the Parties agree to collaborate in good faith to ensure that all obligations are fulfilled without disruption or contradiction.
- 3.14 Notwithstanding the foregoing, nothing contained in this MOU shall require School Board to refer or recommend to, or order any goods or services from, TGHH. The Parties enter this MOU with the intent of conducting their

relationship in full compliance with all applicable State, local and federal law including but not limited to the Medicare/Medicaid and State Fraud and Abuse Laws, anti-kickback and self-referral laws. Notwithstanding any unanticipated effect of any of the provisions herein, neither Party will intentionally conduct itself in a manner to constitute a violation of any laws or implementing regulations. Nothing in this MOU shall be interpreted to apply to School Board employees or interfere with any existing or future contracts with health insurance providers for the benefit of employees.

ARTICLE IV – INDEMNIFICATION

Each Party shall be liable for its own actions and omissions and shall indemnify and hold harmless the other Party for any loss or damage resulting from the negligent acts or failures of the indemnifying Party. Nothing in this MOU shall be construed as a waiver of sovereign immunity by the School Board beyond the limits provided in §768.28, Florida Statutes.

ARTICLE V – SOVEREIGN IMMUNITY

Notwithstanding any provision contained herein, the School Board intends to avail itself of the benefits of Section 768.28 and of other statutes and common law governing sovereign immunity to the fullest extent possible. However, in no event will the School Board's liability under this provision exceed the sum of \$200,000 per person or \$300,000 per occurrence. Nothing in this MOU is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

ARTICLE VI – GOVERNING LAW AND VENUE

- 6.1 This MOU shall be governed by and construed in accordance with the laws of the State of Florida. The Parties agree that the Circuit Court for the Fifth Judicial Circuit, Hernando County, Florida (hereinafter the "Court"), shall have sole and exclusive jurisdiction to enforce the terms of this MOU, and agree that they will

present any disputes under this MOU, including, without limitation, any claims for breach or enforcement of this MOU, exclusively to the Court. Each of the Parties consents to the jurisdiction of the Court, acknowledges that the Court has jurisdiction over this MOU, and that the Court shall retain jurisdiction for the purposes of implementing and enforcing the terms of this MOU.

- 6.2 Each party hereby irrevocably waives its rights to trial by jury in any Action or proceeding arising out of this MOU or the transactions relating to its subject matter.
- 6.3 Attorneys' Fees. In connection with any litigation, including appellate proceedings, arising out of or under this MOU, the prevailing Party in such litigation shall be entitled to recover such Party's out-of-pocket costs and reasonable attorneys' fees.

ARTICLE VII – PUBLIC RECORDS

PUBLIC RECORDS NOTICE

(MUST BE IN 14 POINT BOLD TYPE)

IF ANY PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PARTIES' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE MOU, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE PUBLIC INFORMATION AND COMMUNICATIONS OFFICER: PHYSICAL ADDRESS: 919 N. BROAD STREET, BROOKSVILLE, FL 34601, EMAIL ADDRESS: ELLERMAN_A@HCSB.K12.FL.US or (352) 797-7009.

- 7.1 Each Party is required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance of its duties under this contract and will specifically:

- 7.1.1 Keep and maintain public records required by the School Board to perform the service.

- 7.1.2 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 the Chapter 119, Florida Statutes or as otherwise provided by law.
- 7.1.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the MOU if the TGHH does not transfer the records to the School Board.
- 7.1.4 Upon completion of the contract, transfer, at no cost, to the School Board all public records in their possession or keep and maintain public records required by the School Board to perform the service. If any Party transfers all public records to the School Board upon completion of the contract, that Party shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If any Party keeps and maintains public records upon completion of the contract, that Party shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request of the School Board’s custodian of public records, in a format that is compatible with the information technology systems of the School Board.
- 7.1.5 The failure of a Party to comply with the provisions set forth herein shall constitute a default and material breach of this MOU, which may result in immediate termination, with no penalty to the School Board.

ARTICLE VIII – E-VERIFY

- 8.1 Pursuant to Fla. Stat. § 448.095, effective January 1, 2021, all Contractors shall use the U.S. Department of Homeland Security’s E-Verify system <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this MOU.

8.2 Subcontractors:

8.2.1 TGHH shall also require all subcontractors performing work under this MOU to use the E-Verify system for any employees they may hire.

8.2.2 Subcontractors shall provide TGHH with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.

8.2.3 TGHH shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the MOU.

8.2.4 TGHH must provide evidence of compliance with Florida Statute § 448.095 beginning January 1, 2021. Evidence may consist of, but is not limited to, providing notice of TGHH's E-Verify number.

8.3 Failure to comply with this provision is a material breach of the MOU and the School Board may choose to terminate the MOU at its sole discretion. TGHH may be liable for all costs associated with School Board securing the same services, including but not limited to, higher costs for the same services and rebidding costs (if necessary).

8.4 For purposes of this provision, "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration during the term of this MOU.

ARTICLE IX - MISCELLANEOUS

9.1 Compliance with Applicable Laws. The parties agree to comply with all federal and state laws or regulations. Without limiting the forgoing, TGHH agrees that all services provided pursuant to this MOU shall be performed in compliance with all

applicable federal, state, or local rules and regulations. If any law or regulation is enacted, modified, or judicially interpreted so that any section of this MOU would be found not to comply with such law or regulation, such section shall be deemed null and void and this MOU shall be construed and continued in effect as if such section had never been contained herein.

- 9.2 Anti-Coercion Waiver - By executing this MOU, TGHH acknowledges that it has received and signed an Affidavit Regarding the Use of Coercion for Labor and Services, as required by Florida Statute §787.06(13).
- 9.3 Foreign Country of Concern Attestation (PUR 1355): By executing this MOU, TGHH attests that it is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.
- 9.4 No Third-Party Beneficiaries. Nothing in this MOU is intended or shall be construed to give any other person or entity any legal or equitable right, remedy or claim under or in respect of this MOU or any provision contained herein.
- 9.5 Assignment. This MOU may not be assigned by either Party except with the prior written consent of the other Party.
- 9.6 Non-Waiver. No delay or omission of any party to exercise rights or powers under this MOU shall impair any such right or power or shall be construed to be a waiver of any default or acquiescence therein. No waiver of any default shall be construed, taken, or held to be a waiver of any other default, or waiver, acquiescence in, or consent to any further or succeeding default of the same nature.
- 9.7 Force Majeure. No Party shall be responsible for failure or delay in performance hereunder if such delay or failure in performance is caused by conditions beyond such Party's reasonable control, including without limitation fire, flood, riot,

strikes, labor disputes, acts of God or of the public enemy, war or civil disturbances, or any future laws, rules, regulations, or acts of any government (including any orders, rules, or regulations issued by any official or agency of such government).

- 9.8 Notice. Written notice to either party under this MOU shall be submitted to the following:

To the School Board:

Ray Pinder
Superintendent
Hernando County School Board
919 N. Broad Street
Brooksville, FL 34601

To TGHH:

Robert Ginn, Jr.
Senior VP and Hospital President
Tampa General Hospital Hernando
17240 Cortez Blvd.
Brooksville, FL 34601

With Copies To:

General Counsel
Hernando County School Board
919 N. Broad Street
Brooksville, FL 34601

With Copies To:

Carlton Fields, P.A.
4221 W. Boy Scout Blvd., Ste. 1000
Tampa, FL 33607
Attn: James J. Kennedy, III, Esq.

- 9.9 Either party may change its address by giving notice in writing stating its new address to the other party. Notices given hereunder will be deemed received when delivered by personal delivery or overnight delivery service, and notices by mail will be presumed delivered on the third (3rd) day after mailing.
- 9.10 Morals Clause. If TGHH or any of its officers, directors, or board members commits any act which, in the reasonable and good faith opinion of the other party, would disparage or impair the reputation and integrity of the School Board (including, without limitation, being convicted of any felony or a crime involving moral turpitude, ethical violations, or any other act of moral turpitude), the School Board shall have the right to terminate this MOU upon thirty (30) days written notice.
- 9.11 This MOU may not be assigned by any Party except with the prior written consent of the School Board, which consent may be withheld in its sole discretion.

- 9.12 The terms of this MOU shall be severable such that, if any term herein is illegal, invalid, or unenforceable, such holding shall not affect the viability of any of the other provisions of the MOU, unless the severing of such term would defeat the purpose of this MOU.
- 9.13 Disputes. All disputes related to this MOU shall in the first instance be referred to the appropriate executives of each Party for resolution.
- 9.14 Survival. Provisions contained in this MOU that, by their sense and context, are intended to survive the suspension or termination of this MOU, shall so survive.
- 9.15 This MOU may be executed in counterpart. Faxed or 'pdf' signatures will be acceptable in place of originals.

THE PARTIES REPRESENT THAT THEY HAVE THOROUGHLY DISCUSSED ALL ASPECTS OF THIS MOU WITH THEIR RESPECTIVE ATTORNEY(S), THAT THEY FULLY UNDERSTAND ALL OF ITS PROVISIONS, AND THAT THEY ARE VOLUNTARILY ENTERING INTO THIS MOU WITH THE FULL KNOWLEDGE OF ITS LEGAL SIGNIFICANCE AND WITH THE INTENT TO BE LEGALLY BOUND BY ITS TERMS.

SIGNATURE BLOCK

Executed on this _____ day of _____, A.D., 20_____

TAMPA GENERAL HOSPITAL HERNANDO, LLC

d/b/a Tampa General Hospital Brooksville and Tampa General Hospital Spring Hill

By: _____

Jennifer Siem,

Senior Director of Strategic Growth & Governmental Affairs

Date: _____

HERNANDO COUNTY SCHOOL BOARD

By: _____

Shannon Rodriguez,

Chairman, Hernando County School Board

Date: _____

Approved as to Content & Form

Caroline Mockler, Esq.

Staff Counsel, HCSD

1:31 pm, 07/30/2025

140829020.6