



## EXHIBIT "D"

OFFICE OF THE PRESIDENT

Item 5.2.3

PRESENT TO BOARD: JANUARY 31, 2024

TO: SOUTH FLORIDA STATE COLLEGE  
DISTRICT BOARD OF TRUSTEES

FROM: FRED HAWKINS 

SUBJECT: AFFILIATION AGREEMENT – H. LEE MOFFITT CANCER CENTER AND  
RESEARCH INSTITUTE HOSPITAL, INC.

Approval is requested to enter into the agreement between H. Lee Moffitt Cancer Center and Research Institute Hospital, Inc. and South Florida State College for the purpose of making the clinical facilities available to the College's Health Sciences program.

**SUGGESTED MOTION:**

**Move to approve the agreement between H. Lee Moffitt Cancer Center and Research Institute Hospital, Inc. and South Florida State College as presented.**

## AFFILIATION AGREEMENT FOR CLINICAL STUDENT TRAINING

This Affiliation Agreement for Clinical Student Training ("Agreement") is made and entered into on the 26th day of January, 2024 ("Effective Date"), by and between South Florida State College (the "College"), and the H. Lee Moffitt Cancer Center and Research Institute Hospital, Inc. (the "Hospital"), a Florida not-for-profit corporation organized pursuant to Section 1004.43, Florida Statutes, as a wholly owned subsidiary of the H. Lee Moffitt Cancer Center and Research Institute, Inc. (the "Institute"). College and Hospital are hereinafter referred to individually as a "Party" and collectively as the "Parties."

### WITNESSETH

WHEREAS, the Institute and its subsidiaries (collectively the "Cancer Center"), deemed by the Florida Legislature to be providing a statewide function and primarily acting as an instrumentality of the State of Florida,<sup>1</sup> govern and operate the legislatively created H. Lee Moffitt Cancer Center and Research Institute;

WHEREAS, the Florida Legislature intends that the Cancer Center strive to remain a National Cancer Institute designated comprehensive cancer center, a statewide research institute, a national resource for basic research, clinical research, and interdisciplinary approaches to patient treatment, and a community resource through outreach and communication efforts;<sup>2</sup>

WHEREAS, College has responsibility for the clinical training of students enrolled in various health professional curriculums at the College's ("Students"), and the Hospital has the ability to provide a clinical setting in which the Students may be trained in their respective health professions; and

WHEREAS, in furtherance of their respective missions, legislative mandates and/or exempt purposes, the Parties desire to enter into this Agreement to allow for Students to participate in clinical education and training at Hospital to support and enhance the College's clinical training programs for Students.

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated herein as covenants, and the mutual promises and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Clinical Education Program. In accordance with this Agreement, College may assign Students to receive clinical education and training, and when appropriate, provide related Services under the supervision and control of Clinical Supervisors, at Hospital (the "Program"). As used in this Agreement, the term "Clinical Supervisors" means the health professionals who are employed by or engaged by the Hospital or the H. Lee Moffitt Cancer Center and Research Institute Lifetime Cancer Screening Center, Inc. d/b/a Moffitt Medical Group ("Moffitt Medical Group") and who have been mutually designated by the College and Hospital to provide supervision and training to Students at Hospital facilities as part of the Program.

1.1 *Rotation and Scheduling*. The scheduling of Students assigned to the Hospital, dates of each Student's participation in the Program, and required qualifications of Students assigned to the

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<sup>1</sup> See Chapters 90-56 and 93-167, Laws of Florida.

<sup>2</sup> See Id.

Program will be determined by mutual agreement of the Parties. The hours of participation, supervision, evaluation, appointment, re-appointment, discipline, termination, and all other terms and conditions of Students' participation in College's education programs shall be the authority and responsibility of College. The College's related clinical education related programs that may schedule students to participate in the Program pursuant to the terms of this Agreement are set forth in Schedule 1.1, which may be amended from time to time by mutual written agreement of the Parties.

2. Term and Termination.

2.1 *Term.* The term of this Agreement shall be for one (1) year commencing on the Effective Date, unless terminated earlier in accordance with this Agreement. This Agreement shall automatically renew for successive one (1) year terms provided that any Party may elect not to renew this Agreement by providing written notice to the other Party of its intention not to renew this Agreement at least thirty (30) days prior to the expiration of the then current term (the initial term and any renewal terms are, collectively, the "Term").

2.2 *Termination with Cause.* In the event either Party considers the conduct of the other Party to give rise to cause for termination of this Agreement, such Party shall notify the other Party in writing of the alleged default or cause for termination. If the default or cause is not corrected to the reasonable satisfaction of the Party giving notice within twenty (20) days, the non-defaulting Party shall have the right to immediately terminate this Agreement.

2.3 *Termination without Cause.* Either Party may terminate this Agreement, for any or no reason, by giving at least ninety (90) days' prior written notice to the other Party.

3. Removal of Students. Hospital, at any time and at its sole discretion, may suspend or remove from its facilities and from engaging in the Program at Hospital any Student(s) whose conduct or work with patients or personnel is not, in the sole opinion of Hospital administration, in accordance with Hospital's standards of performance. College may, at any time, withdraw a Student from the Program at Hospital whose progress, conduct or work does not meet the standards of College, and shall promptly notify Hospital of such withdrawal.

4. Students Duties. Students are students of the College. When applicable, the registration of Students with the appropriate state boards and agencies shall be the sole obligation and responsibility of College. Students assigned by College to provide health care services at Hospital pursuant to this Agreement shall do so under the supervision and control of, and shall report and be responsible to, his/her assigned Clinical Supervisor(s). Hospital shall have no obligation to supervise, direct or control the provision of any health care services provided by Students to Hospital patients, which responsibility shall reside solely with each Student's respective Clinical Supervisor. College shall assure that Students perform the following duties pursuant to their enrollment with College and participation in the Program:

4.1 When applicable, perform health care duties at Hospital under supervision of Clinical Supervisors and consistent with each Student's scope of practice authorized for their level of training and in accordance with: (i) College policies and procedures; (ii) Hospital Medical Staff Bylaws, policies and procedures, and rules and regulations; (iii) Cancer Center policies and procedures; and (iv) applicable federal and state laws.

4.2 Pursue educational goals and objectives as established for each Student's respective health profession program at the College in accordance with the appropriate state board or agency and

the College.

4.3 Comply with all Cancer Center policies and procedures, as applicable, including without limitation, the Student Training Policy and registration with the Hospital's Human Resources Department at the commencement and conclusion of each Student's participation in the Program.

4.4 Comply with the Hospital's Medical Staff Bylaws, rules and regulations, and policies and procedures.

4.5 Display his/her nametag or other authorized identification, as mutually agreed, at all times while on Hospital property.

4.6 Recognize that medical records and x-rays are Hospital property and handle all medical records and x-rays in accordance with Hospital policies and procedures and in compliance with applicable state and federal law regarding confidentiality and disclosure of individually identifiable medical information.

4.7 Communicate all patient clinical information to the attending physician or other appropriate health care professional in a timely manner and, when applicable, timely document all patient records in accordance with Hospital policies and procedures.

4.8 Comply with and obtain all appropriate background screenings, health screenings and vaccination requirements set forth by Hospital, including without limitation, obtaining the screenings set forth in Schedule 4.8 prior to participating in the Program.

4.9 Comply with all of the terms and conditions of this Agreement and the terms of the Student Letter Agreement attached as Schedule 4.9, and execute the Student Letter Agreement prior to the commencement of the Program.

4.10 Attend all orientations and educational activities required by Hospital.

4.11 Recognize that in no event shall a Student be considered or represent himself/herself as an agent, officer, servant, or employee of Cancer Center.

4.12 Inform Hospital promptly of any Intellectual Property discovered, created, developed or ascertained in relation to the Student's participation in the Program and assign exclusively to Cancer Center all of the right, title, and interest in and to such Intellectual Property, including any applications, divisions, continuations-in-part, reissues, extensions or additions thereof, and copyright registrations filed for such Intellectual Property and any United States and foreign letters of patent. For purposes of this Agreement, "Intellectual Property" shall mean discoveries, inventions, processes, compositions of matter, articles of manufacture, know how, designs, models, technological developments, strains, varieties, cultures of any organism, or any copyrightable material and portions, modifications, translations, extensions of these items, and any patent, copyright, trademark, trade secret, and other intellectual property rights related thereto made, conceived, or reduced to practice during the performance of the Program by the Student. All rights, title, and interest in and to any and all Intellectual Property shall be solely and exclusively owned by Cancer Center.

4.13 Promptly disclose to Cancer Center in writing all Intellectual Property. Student shall execute any documents reasonably required to confirm Cancer Center's ownership of the

Intellectual Property, and any documents required to apply for, maintain and enforce any patent or other right in the Intellectual Property. Student will irrevocably designate and appoint Cancer Center and its duly authorized officers and agents as Student's agent and attorney in fact, to act for and in Student's behalf and stead to execute and file and prosecute any such applications for United States or foreign patents, trademarks, copyrights or other registration covering Intellectual Property assigned to Cancer Center hereunder, and to do all other lawfully permitted acts to further the prosecution, issuance, enforcement and defense of patents, trademarks, copyrights or other registrations thereon with the same legal force and effect as if executed by Student.

4.14 Acknowledge and agree that there is no expectation by Student of compensation during the Program or of paid employment at the conclusion of participation in the Program.

4.15 Indemnify, defend, and hold harmless Cancer Center from and against any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities, and expenses arising from or relating to the Student's participation in the Program, including, without limitation, any injury or loss endured by Student.

5. Hospital Duties. Hospital shall perform the following duties:

5.1 Assure that Hospital equipment utilized in the Program is in good and safe working order.

5.2 Provide opportunities for observational and, when appropriate, practical experiences for Students.

5.3 Provide Students and their Clinical Supervisors access to patient records, in compliance with applicable state and federal law regarding confidentiality and disclosure of individually identifiable medical information, as needed for educational training under this Agreement.

5.4 Assist in the orientation of the Students to the physical facilities, policies and procedures of Hospital.

5.5 Allow Students, at their own expense, to use cafeteria facilities in Hospital.

5.6 Provide a photo identification nametag identifying the Students.

5.7 In the event of a Student's injury or illness, assist in arranging for the Student's emergency care when necessary and in accordance with Cancer Center policies and procedures at Student's sole cost and expense.

5.8 Upon seven (7) days advance written notice, permit College clinical coordinator(s) to visit Hospital for purposes of ascertaining that the College's objectives for Students' participation in the Program are being met at Hospital.

6. College Duties. College, at its sole expense, shall perform the following duties:

6.1 Create and maintain an appropriate system which assigns Students to the Program at Hospital as provided by this Agreement, subject to the approval of Hospital.

6.2 Provide Students with the required academic and clinical instruction, guidance and supervision.

6.3 Assure that each Student assigned to Hospital has completed the appropriate academic prerequisites and has other appropriate credentials for his/her specific health profession program, and performs duties consistent with the scope of practice authorized for his/her level of training and in accordance with College and Cancer Center policies and procedures.

6.4 Agree upon the Clinical Supervisors with assigned responsibility for training, instruction, supervision, and control of Students in accordance with: (i) College policies and procedures; (ii) Hospital Medical Staff Bylaws, policies and procedures, and rules and regulations; (iii) Cancer Center policies and procedures, including without limitation, the Student Training Policy; and (iv) applicable federal and state laws.

6.5 Assure that every Student complies with all Cancer Center policies and procedures concerning appropriate health status screens, communicable diseases, vaccinations and clearance to participate in clinical education activities at Hospital, including without limitation, obtaining the screenings set forth in Schedule 4.8 prior to participating in the Program. Assure that each Student seeks treatment and employs proper infection control procedures as set forth in Cancer Center policies and procedures in the event such Student experiences any symptoms of sickness.

6.6 Require that each Student and Clinical Supervisor employed by College engaging in Program activities under this Agreement agree to all applicable terms and conditions of this Agreement and that all Students comply with the Student Letter Agreement attached as Schedule 4.9 and furnish Hospital with a fully executed copy of the Student Letter Agreement for each Student prior to the commencement of such Student's participation in the Program.

6.7 Upon request, provide Hospital with current curriculum, course objectives, and syllabus of any Student's applicable health profession education program.

7. Professional and General Liability Insurance. Throughout the Term and throughout those applicable periods referenced in Section 95.11, Florida Statutes, College shall maintain on behalf of itself, and each Student, in amounts consistent with industry standards and/or applicable law, but in no event less than (i) \$1,000,000 per single incident and \$3,000,000 in the aggregate comprehensive general liability insurance coverage and (ii) \$2,000,000 per single incident and \$5,000,000 in the aggregate professional liability insurance coverage. A certificate of insurance, stating the effective dates of protection, period of protection, and limits of protection, shall be provided to Hospital on or before the Effective Date. In the event of any change in such liability coverage, College shall immediately provide Hospital with an updated certificate of insurance. Nothing contained herein shall be construed to waive or otherwise limit, in any way, the Cancer Center's sovereign immunity as set forth in Section 768.28, Florida Statutes. The College is a political subdivision of the State of Florida as defined in Section 768.28, Florida Statutes and agrees to be fully responsible for acts and omissions of its own agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of the College's sovereign immunity.

8. Hospital Personnel and Facilities. Hospital shall maintain such facilities and support personnel as it deems reasonable and necessary for the provision of services to Hospital patients, and Hospital will not utilize Students to displace or replace any of Hospital's employees. When applicable, Clinical Supervisors shall supervise the services of Students providing services to Hospital patients under Clinical Supervisors' care in compliance with all applicable laws, rules and regulations, and the policies and directives of third party payors and governmental health programs. Hospital shall have the sole right and obligation with regard to the selection, hiring, discipline, termination, salary, benefits, professional liability protection, employment, assignment, and any other terms and conditions of employment of all Hospital personnel, including, but not

limited to, technicians, aides, secretaries and other personnel (collectively, "Hospital Personnel"). Hospital shall employ and assign Hospital Personnel reasonably necessary for the provision of educational clinical experiences by the College through Clinical Supervisors and Students assigned hereunder, and shall provide sufficient space, utilities, equipment, and supplies reasonably necessary for the proper provision of such educational clinical experiences by College, all of which items shall remain at all times the sole and exclusive property of Hospital.

9. Patients and Patient Records. Hospital shall have the sole and absolute authority to determine who will be accepted as patients to Hospital. College acknowledges that medical records of patients (including, without limitation, case histories, x-ray films, and files and records of any type concerning patients consulted, interviewed, or treated or cared for by Clinical Supervisors and/or Students) which are prepared and maintained at Hospital facilities are the sole property of Hospital. College shall assure that Students and Clinical Supervisors, when applicable, shall diligently and timely complete and sign all entries in Hospital patient records, and not remove from any Hospital facility any patient record or part thereof. College shall assure that Students and Clinical Supervisors, when applicable, do not disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by the Hospital in writing, any patient or medical record information, and College shall assure that Clinical Supervisors, when applicable, and Students comply with all federal and state laws and regulations, including the applicable provisions of the HIPAA Privacy Regulations found at 45 CFR Parts 160 and 164, and the Hospital Medical Staff Bylaws, rules, regulations, and policies and procedures, and all Cancer Center policies and procedures regarding the completion of such records and confidentiality of such information. The Parties agree that their anticipated relationship under this Agreement does not qualify as a business associate relationship under HIPAA Privacy Regulations in that the College agrees not to perform any action or activities on behalf of the Hospital which involve protected health information, and agrees not to access any Hospital patient's protected health information in a manner that would establish a business associate relationship between the Parties. Notwithstanding the foregoing, in the event the nature of the relationship between the Parties becomes one that would qualify as a business associate relationship under the HIPAA Privacy Regulations, College shall execute, agree to, and adhere to a business associate agreement provided by the Hospital.

10. Business Records.

10.1 *Access to Records.* To the extent applicable, the Parties agree to comply with the Omnibus Reconciliation Act (PL 96599) as set forth in Section 1861 (v)(1)(I) of the Social Security Act. If required by law or regulation, each Party, and its respective auditors and accountants, shall give the Comptroller General of the United States, the United States Department of Health and Human Services, fiscal intermediaries, and accountants and agents for the Medicare and Medicaid programs access to the following records for a period of four (4) years after the furnishing of any service under this Agreement:

10.1.1 This Agreement and all books, documents, and records of each Party necessary to certify the nature and extent of the cost of services furnished under this Agreement; and

10.1.2 Any subcontracts with a related organization, as such term is defined with regard to a provider in 42 C.F.R. § 413.17(b), and each such subcontractor's books, documents, and records necessary to verify the nature and extent of the cost to the Hospital or the College, as appropriate, of services provided by each such subcontractor under its subcontract.

10.2 *Written Request for Access.* The foregoing rights of access shall be exercisable through a written request for, upon which each respective Party and its subcontractors shall give access to, the above-referenced contracts, books, documents, and records from time to time during normal business

hours.

10.3 *Breach.* In the event of any default of this Section 10 (Business Records) by any subcontractor of either Party, the other Party shall have the right to terminate this Agreement after providing written notice to the breaching Party of such default, and such default continuing for twenty (20) days after such notice, at which time it becomes a breach. In addition to any and all other obligations or remedies under this Agreement, the breaching Party (or Party whose subcontractor is in breach) shall pay to the non-breaching Party an amount equal to any amount disallowed or denied by the Medicare and Medicaid programs for failure to comply with this provision.

11. No Referrals Required. 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. Additionally, no payment between the Parties is (i) in return for the referral of patients, if any, or (ii) in return for purchasing, leasing, or ordering services from either Party. Either Party may 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.

12. Non-Solicitation of Patients. For a period of three (3) years from the conclusion of their respective Program rotations at Hospital, College shall ensure that Students will not, directly or indirectly, solicit, induce, attempt to solicit or induce, or otherwise communicate with any of the patients of Cancer Center with the purpose or result of causing such persons to terminate or change their medical relationship with Hospital (collectively, "Solicitation Activity"). Similarly, College shall not engage in any Solicitation Activity for a period of three (3) years from the termination or expiration of this Agreement. The Parties acknowledge and agree that general advertisements will not constitute a Solicitation Activity hereunder. The Parties agree that a breach of this Section 12 would cause the Cancer Center irreparable harm and that Cancer Center shall be entitled to seek whatever remedy, in law, equity or otherwise, it deems appropriate in the event of such breach.

13. No Discrimination. The Parties agree that there shall be no unlawful discrimination based on race, color, religion, creed, sex, disability, age, genetic information, marital status, pregnancy, sexual orientation, gender identity, national origin, veteran or military status, or any other class or group protected by applicable laws in the performance of this Agreement and the administration of the Program.

14. Time of Essence. In the performance of all obligations hereunder, time is strictly of the essence.

15. Non-Assignability. Neither Party shall assign any of its rights or responsibilities under this Agreement to any other person or entity without the other Party's prior written consent, except that the Hospital may assign its rights and obligations to the Institute or the Moffitt Medical Group who shall be entitled to enforce all restrictive covenants herein.

16. Status of Parties. College and Hospital are independent contractors and nothing in this Agreement shall be deemed or construed to create an employment or agency relationship between the Parties. Likewise, nothing contained in this Agreement shall constitute or be construed to be or to create a partnership or joint venture between Hospital and College. This Agreement is strictly for the benefit of the Parties hereto and is not meant to create any rights in third parties or third party beneficiaries. The employees of Hospital shall not be deemed to be employees or agents of College for any reason. Students and employees of College, including Clinical Supervisors if employed by College, shall not be deemed to be employees, officers, servants or agents of Hospital for any reason. College shall have no responsibility for the payment of salary, income tax and social security withholding, vacation and sick leave, unemployment insurance, worker's

compensation, retirement benefits, disability benefits, professional liability protection or other employee benefits of any kind for Hospital Personnel. Hospital shall have no responsibility for the payment of salary, income tax and social security withholding, vacation and sick leave, unemployment insurance, worker's compensation, retirement benefits, disability benefits, professional liability protection or other employee benefits of any kind for the Students, Clinical Supervisors if employed by the College, or any other College employee. The Parties agree that Hospital shall not withhold, or in any way be responsible for the payment of any federal, state, or local income or occupational taxes, F.I.C.A. taxes, unemployment compensation or workers' compensation contributions, vacation pay, sick leave, retirement benefits or any other payments for or on behalf of College or Students. All such payments, withholding, and benefits are the responsibility of College, and, to the extent permitted by law, College shall indemnify and hold Hospital harmless from any and all loss or liability arising from such payments, withholding and benefits. In the event that the Internal Revenue Service, Florida Department of Revenue, or any other governmental agency should question or challenge the independent contractor status of College and its Students, the Parties agree that both Hospital and College shall have the right to participate in any discussion or negotiation occurring with such agency or agencies.

17. Confidential and Proprietary Information. All Confidential Information made available or disclosed, purposefully or not, by one Party to the other Party in relation to this Agreement or the administration of the Program, shall at all times remain the sole property of the disclosing Party. Each Party shall take all reasonable precautions to maintain the confidentiality of the other Party's Confidential Information and each Party shall use the other Party's Confidential Information only to the extent required to perform its obligations under this Agreement. Unless required by law, each Party shall not disclose the other Party's Confidential Information to anyone other than those directly involved in the Program and this Agreement, including their employees, attorneys, consultants, and accountants, who are bound by obligations of confidentiality at least as stringent as those set forth in this Section. For purposes of this Agreement, the term "Confidential Information" includes, without limitation, any information that relates to the actual or anticipated business activities, healthcare activities, research activities, development activities, technical data, trade secrets or know-how, proprietary information, including, but not limited to, research, product plans, patient lists, software developments, inventions, processes, copyrights, trademarks, patents, other intellectual property, technology, designs, drawings, engineering, hardware configuration information, marketing, finances or other business information. Confidential Information does not include any of the foregoing items that have become publicly known and made generally available through no wrongful act of the other Party or of others who were under confidentiality obligations. A Party may disclose Confidential Information of the other Party to the extent it is compelled by law, bona fide legal process, or a court of competent jurisdiction to do so, provided the Party gives the other Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the other Party's cost, if the other Party wishes to contest the disclosure.

18. Modifications and Amendments. This Agreement may not be modified, amended or renewed except in writing signed by both Parties.

19. Notices. Any notice, demand, or communication required, permitted, or desired to be given hereunder shall be deemed effectively given when personally delivered, when received by overnight courier, or five (5) days after being deposited in the United States mail, and sent first class with postage prepaid thereon, certified and return receipt requested, addressed as follows:

College:	Kathleen Cappo, PhD, RN, CNE
	Dean, Health Sciences
	Health Science Division
	South Florida State College

600 West College Drive  
Avon Park, FL 33825  
Kathleen.Cappo@southflorida.edu  
FAX: 863-453-9442

Hospital: President  
H. Lee Moffitt Cancer Center and Research Institute Hospital, Inc.  
12902 Magnolia Drive, SRB-ADM  
Tampa, Florida 33612

With copies to: Executive Vice President/General Counsel  
H. Lee Moffitt Cancer Center and Research Institute Hospital, Inc.  
12902 Magnolia Drive, SRB-OGC  
Tampa, Florida 33612

Either Party may change the above address by giving ten (10) days' prior written notice to the other Party in accordance with the notice provision above.

20. Integration. Except as expressly set forth herein, this Agreement embodies, and expressly supersedes, all prior communications and agreements of the Parties relating to the subject matter hereof and constitutes the entire agreement of the Parties regarding the subject matter herein.

21. Governing Law; Venue. This Agreement has been entered into in the State of Florida and shall be governed by the laws of the State of Florida without regards to conflict of law rules. Each Party hereby irrevocably and unconditionally submits to the exclusive jurisdiction and venue of the 13<sup>th</sup> Judicial Circuit Court in Hillsborough County, Florida and the United States District Court for the Middle District of Florida, Tampa Division (and the appropriate appellate courts) for the purposes of any action, suit or proceeding arising out of or relating to this Agreement and agrees not to commence any action, suit or proceeding in the courts of any other jurisdiction.

22. Authority. The individuals signing this Agreement on behalf of Hospital and on behalf of College are the duly authorized representatives of the respective Parties with full power and authority to execute this Agreement on behalf of the Hospital and the College.

23. Severability. Should any provision of this Agreement, or part thereof, be deemed invalid or unenforceable by a court of competent jurisdiction, the remainder of the provisions and this Agreement shall continue in full force and effect.

24. Non-waiver. No failure by either Party to insist upon the strict performance of any term of this Agreement shall constitute a waiver of such term or a waiver of the right to assert a breach thereof. No waiver of any breach shall alter or affect this Agreement, which shall continue in full force and effect until terminated.

25. Definitions; Construction. All undefined terms shall be given their plain and ordinary meaning in the context of this Agreement. The paragraph headings in this Agreement are for convenience only and shall not be construed to define, modify, expand or limit the terms and provisions of this Agreement.

26. Accreditation. Each of Hospital and College represents and warrants that it is in good standing and fully licensed in its state of formation by all applicable agencies and boards required to participate in the

Program.

27. Schedules. Each Schedule to this Agreement is hereby incorporated by this reference and shall be considered a part hereof as if set forth herein in full.

28. Electronic Signatures. The Parties agree that this Agreement may be executed and delivered by facsimile, electronic mail, or any other suitable electronic means, and the Parties agree that signatures delivered by any of the aforementioned means shall be deemed to be original, valid, and binding upon the Parties. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

29. Sanctions and Exclusions. Notwithstanding anything contained herein to the contrary, College represents and warrants that it, the Students, the Clinical Supervisors if employed by College, and College's other employees, subcontractors and agents involved in this Agreement have never (i) been convicted of, or indicted for, a crime related to health care, or listed by a federal agency as debarred, excluded or otherwise ineligible for participation in a federally-funded health care program (or notified of such action); or (ii) otherwise engaged in conduct for which a person can be so convicted, indicted or listed. College agrees to immediately notify Hospital in the event of any such conviction, indictment, listing or notification pertaining to it, the Students, the Clinical Supervisors if employed by College, or its other employees, subcontractors or agents involved in this Agreement arising during the Term.

30. Survival. Sections 4, 7, 9, 10, 12, 16, 17, 19, 21, 29, and 30, and any other terms of this Agreement that by their nature extend beyond the expiration or termination of this Agreement, shall survive termination or expiration of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be effective on the Effective Date.

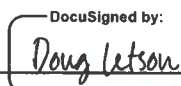
COLLEGE:

By: 

Name: Fred Hawkins

Title: President

HOSPITAL:

By:   
1F21B72598E04A7  
Doug Letson, MD  
Exec VP Physician in Chief  
1/31/2024

SCHEDULE 1.1

**Participating College  
Educational Programs**

**Program(s)**

Associates in Radiology Technician  
Associates in Surgical Technician

## SCHEDULE 4.8

### **Background Screenings, Health Screenings and Vaccination Requirements**

- Department of Law Enforcement Background Check (7-year history)
- Drug Screening (10-panel or other drug screening required by Hospital's policies, as may be updated by Hospital from time to time)
- Two professional references (minimum)
- A TB screening is also required
- Office of Inspector General Sanction Check/GSA (<http://exclusions.oig.hhs.gov/search.aspx>)

## SCHEDULE 4.9

### Student Letter Agreement

January 15, 2024

Vice President/Chief Human Resources Officer  
H. Lee Moffitt Cancer Center and Research Institute Hospital, Inc.  
12902 Magnolia Drive  
Tampa, Florida 33612

RE: Clinical Student Training Program at the H. Lee Moffitt Cancer Center and Research Institute Hospital, Inc.

Dear Sir or Madam,

I acknowledge and understand that I am a student at South Florida State College ("University") and that as a condition to my participation in a student training program (the "Program") at the H. Lee Moffitt Cancer Center and Research Institute Hospital, Inc. ("Hospital"), I am required to adhere to certain requirements, rules, laws, principles and regulations, including but not limited to, those set forth in this Student Letter Agreement. As such, I understand and agree that I will adhere to and perform the following covenants, duties and obligations throughout my participation in the Program:

- (1) When applicable, perform health care duties at Hospital under the supervision of clinical supervisors and consistent with my scope of practice authorized for my level of training and in accordance with: (i) University policies and procedures; (ii) Hospital Medical Staff Bylaws, policies and procedures, and rules and regulations; (iii) policies and procedures of the H. Lee Moffitt Cancer Center and Research Institute, Inc., and its wholly owned subsidiaries ("Cancer Center"); and (iv) applicable federal and state laws.
- (2) Pursue educational goals and objectives as established for my health profession program at the University in accordance with the appropriate state board or agency and the University.
- (3) Comply with all Hospital policies and procedures, as applicable, including without limitation, the Student Training Policy and registration with the Hospital's Human Resources Department at the commencement and conclusion of my participation in the Program.
- (4) Comply with the Hospital's Medical Staff Bylaws, rules and regulations, and policies and procedures.
- (5) Display my nametag or other authorized identification at all times while on Hospital property.

(6) Recognize that medical records and x-rays are Hospital property and handle all medical records and x-rays in accordance with Hospital policies and procedures and in compliance with applicable state and federal law regarding confidentiality and disclosure of individually identifiable medical information.

(7) Communicate all patient clinical information to the attending physician or other appropriate health care professional in a timely manner and, when applicable, timely document all patient records in accordance with Hospital policies and procedures.

(8) Comply with and obtain all appropriate background screenings, health screenings and vaccination requirements set forth by Hospital, including without limitation, obtaining the following screenings and vaccinations prior to participating in the Program:

- Department of Law Enforcement Background Check (7-year history)
- Drug Screening (10-panel or other drug screening required by Hospital's policies, as may be updated by Hospital from time to time)
- Two professional references (minimum)
- A TB screening is also required
- Office of Inspector General Sanction Check/GSA  
(<http://exclusions.oig.hhs.gov/search.aspx>)

(9) Attend all orientations and educational activities required by Hospital.

(10) Recognize that in no event shall I, as a student in the Program, be considered or represent myself as an agent, officer, servant, or employee of the Hospital.

(11) Recognize that the Hospital has no obligation to supervise, direct or control the provision of any health care services provided by me to Hospital patients, which responsibility shall reside solely with my assigned clinical supervisor.

(12) For a period of three (3) years from the conclusion of my Program rotation at Hospital, refrain from, directly or indirectly, soliciting, inducing, attempting to solicit or induce, or otherwise communicating with any of the patients of Hospital with the purpose or result of causing such persons to change their medical relationship with Hospital.

(13) Recognize that Hospital, at any time and at its sole discretion, may suspend or remove me from its facilities and from engaging in the Program at Hospital in the event my conduct or work with patients or personnel is not, in the opinion of Hospital administration, in accordance with Hospital's standards of performance.

(14) Inform Hospital promptly of any Intellectual Property discovered, created, developed or ascertained in relation to my participation in the Program and assign exclusively, and do hereby assign, to Cancer Center all of the right, title, and interest in and to such Intellectual Property, including any applications, divisions, continuations-in-part, reissues, extensions or additions thereof, and copyright registrations filed for such Intellectual Property and any United States and foreign letters patent. For purposes of this Student Letter Agreement,

"Intellectual Property" shall mean discoveries, inventions, processes, compositions of matter, articles of manufacture, know how, designs, models, technological developments, strains, varieties, cultures of any organism, or any copyrightable material and portions, modifications, translations, extensions of these items, and any patent, copyright, trademark, trade secret, and other intellectual property rights related thereto made, conceived, or reduced to practice during my participation in the Program. All rights, title, and interest in and to any and all Intellectual Property shall be solely and exclusively owned by Cancer Center.

(15) Promptly disclose to Cancer Center in writing all Intellectual Property. I will execute any documents reasonably required to confirm Cancer Center's ownership of the Intellectual Property, and any documents required to apply for, maintain and enforce any patent or other right in the Intellectual Property. I hereby irrevocably designate and appoint Cancer Center and its duly authorized officers and agents as my agent and attorney in fact, to act for and on my behalf and stead to execute and file and prosecute any such applications for United States or foreign patents, trademarks, copyrights or other registration covering Intellectual Property assigned to Cancer Center hereunder, and to do all other lawfully permitted acts to further the prosecution, issuance, enforcement and defense of patents, trademarks, copyrights or other registrations thereon with the same legal force and effect as if executed by me.

(16) Indemnify, defend, and hold harmless Cancer Center from and against any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities, and expenses arising from or relating to my participation in the Program, including, without limitation, any injury or loss I may personally endure.

(17) Recognize that there is no expectation by me of compensation during the Program or paid employment at the conclusion of participation in the Program.

(18) Acknowledge and agree that this Student Letter Agreement has been entered into in the State of Florida and shall be governed by the laws of the State of Florida without regards to conflict of law rules. I hereby irrevocably and unconditionally submit to the exclusive jurisdiction and venue of the 13<sup>th</sup> Judicial Circuit Court in Hillsborough County, Florida and the United States District Court for the Middle District of Florida, Tampa Division (and the appropriate appellate courts) for the purposes of any action, suit or proceeding arising out of or relating to this Student Letter Agreement and agree not to commence any action, suit or proceeding in the courts of any other jurisdiction.

I acknowledge and agree that I have received adequate consideration for the execution of this Student Letter Agreement.

Sincerely,

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Certificate Of Completion

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douglas.letson@moffitt.org  
Physician in Chief  
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Signing Complete	Security Checked	1/31/2024 6:37:41 AM
Completed	Security Checked	1/31/2024 6:37:41 AM
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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [contracts@moffitt.org](mailto:contracts@moffitt.org)

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To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [contracts@moffitt.org](mailto:contracts@moffitt.org) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

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