



EXHIBIT "C"

OFFICE OF THE PRESIDENT

Item 5.2.2

PRESENT TO BOARD: OCTOBER 29, 2025

TO: SOUTH FLORIDA STATE COLLEGE
DISTRICT BOARD OF TRUSTEES

FROM: FRED HAWKINS 

SUBJECT: AFFILIATION AGREEMENT – VITAS HEALTHCARE CORPORATION

Approval is requested to enter into a **new** clinical affiliation agreement between VITAS Healthcare Corporation and South Florida State College. This is a new affiliation agreement for the Health Sciences program.

This agreement will provide SFSC's Health Science students with a clinical learning experience at the named agency. This agreement shall be effective from the date of approval and shall continue in effect from year to year unless the agreement is terminated or changed per stated terms.

SUGGESTED MOTION:

Move to approve the agreement between VITAS Healthcare Corporation and South Florida State College as presented.

**Vitas Healthcare Corporation
Education Affiliation Agreement**

This Agreement ("Agreement") is entered and effective into as of the 6th day of November, 2025, by and between Vitas Healthcare Corporation ("Vitas"), and South Florida State College ("College").

WITNESSETH

WHEREAS, through the educational programs offered by College in various medical and health care related disciplines, College has responsibility for training students who require clinical education and experience to complete their course of study;

WHEREAS, such educational programs will be enhanced by providing students with an opportunity to observe and participate in clinical patient care and related administrative matters through the cooperative efforts of Vitas and College; and

WHEREAS, Vitas is willing and able to provide opportunities for students enrolled in College's health care related programs to observe and to participate in clinical patient care and related administrative matters in order to enhance their educational development.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Supervision. College, through its employed certified instructors, is responsible for selection and overall supervision of students, classroom instruction, curriculum, record maintenance, evaluation of programs and student progress, and all related educational experiences within the rules, regulations, and guidelines established or as amended by the state of Florida, Department of Education.

2. Clinical Experience. The responsibility of College staff with regard to the clinical experience of the students shall include:

a. Direct instruction and supervision of students according to the respective course description and/or syllabus, including cooperation with the certified instructor assigned by the College to supervise said course;

b. Periodic evaluation of each student's progress;

c. Being available for scheduled conferences with each student and/or Vitas supervisors; and

d. Making regular visits to observe each student's performance under the terms of this Agreement in order to coordinate the progress of the clinical experience and to determine its effectiveness.

3. Certified Instructors. Certified instructors shall identify and select clinical educational experiences with the approval of Vitas supervisors. These experiences shall be based upon the needs of the student to meet the objectives of the educational program. The certified instructor shall be responsible for maintaining overall supervision of students and

cooperative relationships with Vitas staff. In the event of the absence for any reason of any regular certified instructor, College shall either provide a certified substitute instructor for clinical education and experience directly related to patient care services or withdraw the students to classroom activities.

4. Schedules. College shall submit to Vitas at least 60 days prior to the commencement of any educational program under this Agreement, a schedule showing the identity of the students, the date and hours of each such student's participation and observation in clinical education and related administrative responsibilities, and the identity of the respective certified instructors. College shall inform Vitas of the extent of academic preparation each student has to ensure students are assigned to observe and participate in the appropriate entry level of clinical experience.

5. Course Description. College shall submit to Vitas a course description and/or syllabus for each educational program to be governed by this Agreement at least 60 days prior to the commencement of any such educational program. Student activities and program goals shall be specified in writing and agreed upon by College and Vitas.

6. Cooperation. Vitas agrees to assist College where appropriate in its responsibility for the guidance and supervision of students, and to cooperate in evaluating student performance. Vitas retains sole responsibility for patient care.

7. Conduct. College staff, faculty, and students shall conduct and present themselves at all times in a professional manner and be neatly dressed and well groomed.

8. Volunteers. All services rendered by students pursuant to this Agreement shall be uncompensated and shall be deemed to be volunteer services. Students shall not be considered to be or represent themselves as agents or employees of Vitas.

9. Rules and Regulations. Vitas shall provide College with the Vitas' rules, regulations, policies and procedures, amended from time to time, and College accepts full responsibility on behalf of College and its staff, faculty, and students, for full compliance with such rules, regulations, policies and procedures. Vitas may from time to time provide further orientation as it deems necessary and appropriate.

10. Medical Screening. All students, College staff and faculty participating in educational programs under this Agreement shall have verified Hepatitis B vaccination, MMR and DT immunization, and annual tuberculosis screening. College shall assure that students have received training in universal precautions for prevention of HIV and other blood-borne infections, and any other safety and security training as might be required by law. College shall advise its students, staff and faculty of the risk of infectious diseases and that Vitas is not responsible for exposure to infectious diseases.

11. Student Dismissal. Vitas reserves the right to request the immediate withdrawal any student who does not meet the professional or other requirements of Vitas, or whose conduct, work with patients, or general work is, in the sole opinion of Vitas, not in accordance with acceptable standards of performance, and College agrees to comply with such request. College may at any time withdraw a student whose progress, conduct, or work does not meet College standards for continuation in educational programs.

12. Confidentiality. College shall, and shall ensure that its faculty, students and staff, hold all confidential and proprietary information of Vitas in confidence and shall not disclose such information to any person or entity without the prior written consent of Vitas; provided, however, that the foregoing shall not apply to information which (i) is generally available to the public, (ii) becomes available on a non-confidential basis from a source other than Vitas or its affiliates or agents, which source was not itself bound by a confidentiality agreement, or (iii) is required to be disclosed by law or pursuant to court order. Vitas shall be entitled to injunctive relief to prevent a breach or threatened breach of this section, in addition to all other remedies that may be available. For the purposes of this Section 12, all information and documentation relating to the governance, business, operations, policies, procedures, and practices of Vitas and its affiliated organizations shall be deemed Vitas' confidential and proprietary information. This section shall survive termination or suspension of this Agreement.

13. Insurance. Each party shall at all times during the term of this Agreement and any renewals maintain, at its sole cost and expense, professional liability insurance and general liability insurance (including contractual liability for this Agreement) with minimum separate limits of \$1,000,000 per occurrence and \$3,000,000 in the aggregate, to cover claims arising from the acts or omissions of such party and its officers, employees, volunteers, students, faculty, and agents in connection with this Agreement. Such coverages should be on an occurrence basis, but if a party maintains any coverage on a claims-made basis, it shall purchase tail coverage to insure claims occurring during the term of this Agreement and any renewals. Each party shall furnish evidence of such coverage to the other party, upon its request, in the form of a certificate of insurance ("Certificate") which shall provide for 30 days advance written notice to the other party of the cancellation of, or any material change to, the insurance policies required to be maintained hereunder. Within 30 days of the expiration of any policy listed in the Certificate, a party shall provide to the other party a renewal Certificate so that such other party has evidence of all required insurance being in effect at all times. Each party shall also maintain workers' compensation insurance as required by law and employers' liability insurance. This section shall survive termination or suspension of this Agreement.

14. Indemnification. Each party (the "Indemnifying Party") shall indemnify, hold harmless, and defend the other party, and its owners, directors, officers, employees, volunteers, agents, students faculty, staff, successors, and assigns (collectively, the "Indemnified Party") from and against any and all claims, suits, damages, fines, penalties, liabilities, and expenses (including reasonable attorneys' fees) resulting from or arising out of the acts or omissions of, and the breach of this Agreement by, the Indemnifying Party or its directors, officers, employees, agents, and volunteers. This section shall survive termination or suspension of this Agreement.

15. Term of Agreement. This Agreement shall have an initial term of 1 year commencing on the date first written above, and shall automatically renew for successive 1 year terms unless sooner terminated as provided below. Either party may terminate this Agreement at any time with at least 30 days prior written notice of termination to the other party.

16. Termination for Cause. Vitas may terminate this Agreement if it determines, in its sole discretion, that continuation of this Agreement will be detrimental to the operations of Vitas or could jeopardize the health or welfare of any Hospice Patient. Such termination shall be effective immediately upon written notice of termination to College.

17. Amendment. Any amendment to this Agreement must be in writing and executed by all parties.

18. Entire Agreement. This Agreement, together with any attached appendices or exhibits, constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous oral or written agreements, commitments, understandings, warranties, statements, or promises.

19. Severability. The invalidity or enforceability of any term or provision hereof shall in no way affect the validity or enforceability of any other term or provision.

20. Governing Law. This Agreement shall be governed in accordance with the laws of the state of Florida without application of any conflict of law provisions, and all applicable federal laws, rules, and regulations.

21. Notices. Any notice, demand, request, consent, or approval required or permitted hereunder shall be in writing and shall be delivered (i) personally, (ii) by certified mail, return receipt requested, postage prepaid, or (iii) by overnight courier, to the address indicated below or to such other address as may be designated in writing by any party from time to time.

(i) If to Vitas:

Vitas Healthcare Corporation
3046 Corporate Way
Miramar, Florida 33025
Attn: Patty Husted
EVP Patient & Family Supportive Services

With a copy to:

Vitas Hospice Services, L.L.C.
3046 Corporate Way
Miramar, Florida 33025
Attn: General Counsel

(ii) If to College:

South Florida State College
600 West College Drive
Avon Park, FL 33825
Attn: Ashley Bennett,
Phone 863-784-7111
Email: Ashley.Bennett@southflorida.edu

All such communications shall be deemed to have been received by the intended recipient (i) 3 business days following deposit in the United States Mail if sent by certified mail, (ii) on the day actually received if delivered personally, or (iii) on the next business day if sent by overnight courier.

22. No Waiver. The waiver by a party of a breach or violation of any provision of this Agreement shall not be construed as a waiver of any subsequent breach or violation.

23. Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective permitted successors and assigns. There are no third party beneficiaries of or to this Agreement.

24. Assignment. This Agreement shall not be assigned, in whole or in part, by either party without the prior written consent of the other party; provided, however, that Vitas may assign or delegate this Agreement, in whole or in part, to any corporation or other entity that directly or indirectly controls, is controlled by, or is under common control with, Vitas.

25. Counterparts. This Agreement may be executed in any number of counterparts, all of which together shall constitute one and the same instrument.

26. Independent Contractors. Nothing in this Agreement shall be deemed to create any relationship between Vitas and College other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement. Neither of the parties hereto, nor any of their respective owners, officers, directors, trustees, employees, volunteers, or consultants shall be deemed or construed to be the agent, employee, representative, partner, or joint venturer of the other.

27. Compliance with HIPAA. College shall, and shall require that its faculty, students and staff, comply with the applicable provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the requirements of the Standards for Privacy of Individually Identifiable Health Information, 45 CFR 160-164 (the "Privacy Rule"). The parties agree that any student placed at Vitas pursuant to the Agreement shall be considered a member of Vitas' "workforce" as such term is defined in 45 C.F.R. 160.103, for the limited purposes of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

28. Criminal Background Checks. College shall obtain criminal background checks, in accordance with applicable State requirements, on all students who will participate in educational programs at Vitas. In the absence of State requirements, criminal background checks must be obtained within three months of the date students will begin participating in educational programs at Vitas, for all States in which a student has lived or worked in the past 3 years.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the date first written above.

VITAS:

Vitas Healthcare Corporation

By: _____

Print Name: Patty Husted

Title: EVP Patient & Family Supportive Services

Date: _____

College:

By:  _____

Print Name: Fred Hawkins

Title: President

Date: 11/6/25