EXHIBIT 1 (filed under seal)

EXHIBIT 2 (filed under seal)

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 3 of 1026

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 4 of

Mission: To protect, promote & improve the health of all people in Florida through integrated state, county & community efforts.



Rick Scott Governor

John H. Armstrong, MD, FACS State Surgeon General & Secretary

Vision: To be the Healthiest State in the Nation

(BOARD SEAL) February 25, 2013

Deborah Bomford, ARNP, MS, BS Nursing Program Director Health Career Institute 1764 North Congress Avenue West Palm Bch, FL 33409

Dear Ms. Bomford:

This letter documents the request for approval of Health Career Institute's Professional Nursing Education Program in West Palm Beach, Florida.

The request and Board actions are as follows:

1. Health Career Institute's - Professional Nursing Program requests: a. Approval

The Florida Board of Nursing granted the Health Career Institute's – West Palm Beach campus Professional Nursing Program's request for approval to initiate a Professional Nursing Program.

1. The Board granted approval status per s. 464.006 and s. 464.019 F.S.

We have received your new NCLEX code for the Professional Nursing Program in West Palm Beach, Florida, from the National Council of State Boards of Nursing (NCSBN).

The NCLEX code is Your file has been updated.

Congratulations and best wishes for a successful program! The Board staff looks forward to working with you toward continued approval of your program. If you have questions, please contact me at (850) 245-4444 or email me at sherri_sutton-johnson@doh.state.fl.us.

Sincerely,

Sherri Sutton-Johnson, MSN, RN Director, Nursing Education

Profession: 1704 Applicant ID: 209

Florida Department of Health Division of Medical Quality Assurance• Bureau of HCPR 4052 Bald Cypress Way, Bin C-02 • Tallahassee, FL 32399-3252 PHONE: (850) 245-4125 • FAX : (850) 245-4172 www.FloridasHealth.com TWITTER:HealthyFLA FACEBOOK:FLDepartmentofHealth YOUTUBE: fldoh Created on 2/25/2013 12:05 PM

PLS001375

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 5 of

Mission: To protect, promote & improve the health of all people in Florida through integrated state, county & community efforts.



Rick Scott Governor

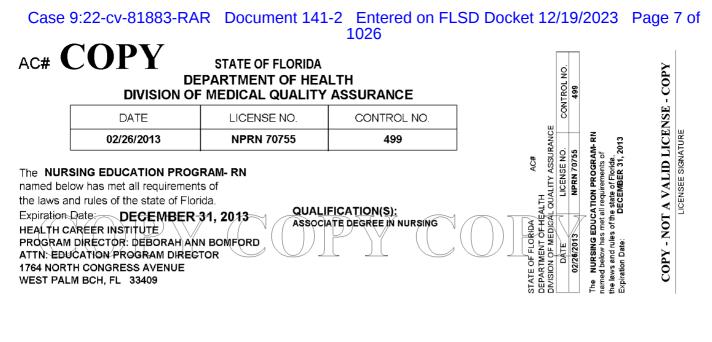
John H. Armstrong, MD, FACS State Surgeon General & Secretary

Vision: To be the Healthiest State in the Nation

Florida Department of Health

Division of Medical Quality Assurance• Bureau of HCPR 4052 Bald Cypress Way, Bin C-02 • Tallahassee, FL «P_BRD_ADDR_ZIP_1» PHONE: (850) 245-4125 • FAX : (850) 245-4172 www.FloridasHealth.com

TWITTER:HealthyFLA FACEBOOK:FLDepartmentofHealth YOUTUBE: fldoh Created on 2/25/2013 12:05 PM Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 6 of 1026



COPY - NOT A VALID LICENSE - COPY

GUVERNUR

DISPLAY IF REQUIRED BY LAW

QUALIFICATION(S): Associate Degree In Nursing

EXPIRATION DATE: DECEMBER 31, 2013

DH 2103, 5/98

DEPARTMENT OF HEALTH DIVISION OF MEDICAL QUALITY ASSURANCE LICENSURE SUPPORT SERVICES UNIT 4052 BALD CYPRESS WAY, BIN #C-10 TALLAHASSEE, FLORIDA 32399-3260

*********** AUTO **********

HEALTH CAREER INSTITUTE ATTN: TINA PALERMO 1764 NORTH CONGRESS AVENUE WEST PALM BCH, FL 33409 COPY COPY COPY

COPY - NOT A VALID LICENSE - COPY

COPY

TDAFAFATAAAFDATDTTTTAAFAF

001_001_00023

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 9 of 1026



Report 4 Year to Date – Jurisdiction Program Summary of all First-Time Candidates Licensed in All Jurisdictions

PEARSON VUE

01 Oct 2014 to 31 Dec 2014

NCSBN Confidential

Florida Board of Nursing (70)

FL - HEALTH CAREER INSTITUTE - ADN (US70705500)

Education				Current Quarter 10/01/2014 – 12/31/2014				Year to Date 01/01/2014 – 12/31/2014			
Program Code	Education Program	Education Program City	Graduation Date	# Delivered	# Passed	# Failed	% Passed	# Delivered	# Passed	# Failed	% Passed
US70705500	FL - HEALTH CAREER INSTITUTE - ADN (US70705500)	WEST PALM BEACH	09/2014	18	4	14	22.22%	19	5	14	26.32%
			Total:	18	4	14	22.22%	19	5	14	26.32%

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 11 of 1026



Report 4 Year to Date – Jurisdiction Program Summary of all First-Time Candidates Licensed in All Jurisdictions

PEARSON VUE

01 Oct 2015 to 31 Dec 2015

NCSBN Confidential

Florida Board of Nursing (70)

FL - HEALTH CAREER INSTITUTE - ADN (US70705500)

				Current Quarter			Year to Date 01/01/2015 – 12/31/2015				
Education				10/01/2015 – 12/31/2015							
Program Code	Education Program	Education Program City	Graduation Date	# Delivered	# Passed	# Failed	% Passed	# Delivered	# Passed	# Failed	% Passed
US70705500	FL - HEALTH CAREER INSTITUTE - ADN (US70705500)	WEST PALM BEACH	01/2015	0	0	0	0.00%	1	0	1	0.00%
			05/2015	5	1	4	20.00%	31	18	13	58.06%
			06/2015	0	0	0	0.00%	3	2	1	66.67%
			08/2015	7	6	1	85.71%	13	12	1	92.31%
			09/2014	0	0	0	0.00%	8	3	5	37.50%
			11/2014	0	0	0	0.00%	1	0	1	0.00%
			11/2015	1	1	0	100.00%	1	1	0	100.00%
			12/2014	0	0	0	0.00%	26	12	14	46.15%
Total:				13	8	5	61.54%	84	48	36	57.14%

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 13 of 1026

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 14 of

Mission:

To protect, promote & improve the health of all people in Florida through integrated state, county & community efforts.



Rick Scott Governor

Celeste Philip, MD, MPH Interim State Surgeon General

Vision: To be the Healthiest State in the Nation

FLORIDA BOARD OF NURSING

March 17, 2016

To: Health Career Institute RN Program Director 1764 North Congress Avenue West Palm Beach, FL 33409

Re: RN Nursing Program, NCLEX Code:

Dear Program Director:

The National Council of State Boards of Nursing (NCSBN) has released the 2014 and 2015 NCLEX summary reports for first time candidates. The nursing education program, NCLEX code has failed to achieve graduate passage rates that equal or exceed the required passage rates for 2 consecutive calendar years.

The Florida Board of Nursing will consider the status of the program at the following meeting:

Date:	Wednesday, April 6, 2016
Time:	4:00 PM or thereafter
Туре:	Education Committee
Location:	B Resort
	1905 Hotel Plaza Boulevard
	Lake Buena Vista, Florida 32830
	(407) 828-2828

Pursuant to section 464.019(5), Florida Statutes (FS), the program shall be placed on probationary status, and **the program director must appear before the board to present a plan for remediation**.

If the program, during the 2 calendar years following its placement on probationary status, does not achieve the required passage rate for any 1 calendar year, the board shall terminate the program pursuant to chapter 120. However, the board may extend the program's probationary status for 1 additional year if the program demonstrates adequate progress toward the graduate passage rate goal by meeting a majority of the benchmarks established in the remediation plan.

Failure to appear and present the remediation plan, may result in program termination.

The Board will not consider documents filed later than ten days prior to the meeting.

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 15 of 1026

An approved program on probationary status is required to disclose its probationary status in writing to the program's students and applicants.

Upon arrival to the meeting room, all program representatives are asked to please sign the attendance sheet located on the table at the front of the room.

If you have any questions, please contact me by telephone at 850-245-4444, ext. 3679 or by email at Sherri.Sutton-Johnson@flhealth.gov.

Sincerely,

Sherri Station Johns

Sherri Sutton-Johnson, RN, MSN Director, Nursing Education Florida Board of Nursing

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 16 of 1026

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 17 of 1026

STATE OF FLORIDA BOARD OF NURSING

IN RE PROGRAM STATUS OF:

HEALTH CAREER INSTITUTE,

Registered Nursing Education Program NCLEX Code: US70705500

CLERK: Bridget Contain NATE 4125,2017

NOTICE OF INTENT TO REMOVE SCHOOL FROM PROBATION

This matter came before the Board of Nursing at a duly-noticed public meeting on April 5-

7, 2017, in Jacksonville, Florida.

Subsection 464.019(5)(a), Florida Statutes, requires that an approved nursing program

meet and maintain certain standards in order to remain in approved status. The relevant portion

of the statute reads as follows:

(5) Accountability .--

(a)1. An approved program must achieve a graduate passage rate for first-time test takers who take the licensure examination within 6 months after graduation from the program that is not more than 10 percentage points lower than the average passage rate during the same calendar year for graduates of comparable degree programs who are United States educated, first-time test takers on the National Council of State Boards of Nursing Licensing Examination, as calculated by the contract testing service of the National Council of State Boards of Nursing.... For purposes of this subparagraph, an approved program is comparable to all degree programs of the same program type from among the following program types:

a. Professional nursing education programs that terminate in a bachelor's degree.

b. Professional nursing education programs that terminate in an associate degree.

c. Professional nursing education programs that terminate in a diploma.

8

Practical nursing education programs. d.

Beginning with graduate passage rates for calendar year 2010, if 2. an approved program's graduate passage rates do not equal or exceed the required passage rates for 2 consecutive calendar years, the board shall place the program on probationary status pursuant to chapter 120 and the program director shall appear before the board to present a plan for remediation, which shall include specific benchmarks to identify progress toward a graduate passage rate goal. The program must remain on probationary status until it achieves a graduate passage rate that equals or exceeds the required passage rate for any 1 calendar year....

3. Upon the program's achievement of a graduate passage rate that equals or exceeds the required passage rate, the board, at its next regularly scheduled meeting following release of the program's graduate passage rate by the National Council of State Boards of Nursing, shall remove the program's probationary status....

(Emphasis added)

Upon review of Health Career Institute's program the Board has determined the following:

Health Career Institute was placed on probation for the 2016 calendar year due to the low

graduate passage rates for 2014 and 2015.

Health Career Institute's graduate passage rate, for the first time test takers within six months of graduation, for 2016 was 75.56%, which equals or exceeds the percentage rate of 71.68%; that is 10% points lower than the 2016 National average for practical nursing education program of 81.68%.

Therefore, pursuant to subsection 464.019(5)(a)2, F.S., Health Career Institute shall be removed from probationary status and listed as approved.

This Notice shall become effective upon filing with the Clerk of the Department of Health.

DONE AND ORDERED this 2/ day of 2017. **BOARD OF NURSING** JOE B/A KER. Jr..

Executive Director for () Jody Bryant Newman, EdD, EdS, Chair

NOTICE TO PROGRAM

You may seek review of this Notice, pursuant to Sections 120.569 and 120.57, Florida Statutes, by filing a petition with the Executive Director of the Board, 4052 Bald Cypress Way, Bin #C02, Tallahassee, Florida 32329-3252, within 21 days of receipt of this Order. If you dispute any material fact upon which the decision of the Board is based, you may request a hearing before an administrative law judge pursuant to Section 120.57(1), Florida Statutes; your petition must contain the information required by Rule 28-106.201, Florida Administrative Code, *including a statement of the material facts which are in dispute*. If you do not dispute any material fact, you may request a hearing before the Board pursuant to Section 120.57(2), Florida Statutes; your petition facts, you may request a hearing before the Board pursuant to Section 120.57(2), Florida Statutes; your petition facts which are in dispute. If you do not dispute any material fact, you may request a hearing before the Board pursuant to Section 120.57(2), Florida Statutes; your petition must include the information required by Rule 28-106.301, Florida Administrative Code.

Pursuant to Section 120.573, Florida Statutes, you are hereby notified that mediation pursuant to that section is not available.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by U.S. Mail to: Health Career Institute, Attn: ADN Program Director, 1764 North Congress

ŧ

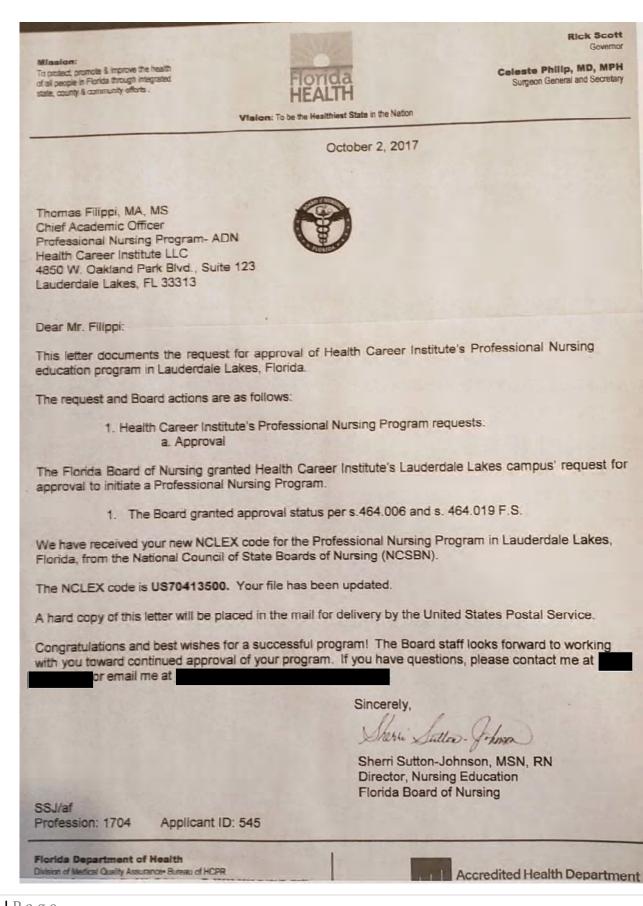
Avenue, Suite 203, West Palm Beach, FL 33409; and by e-mail to Diane L. Guillemette, Assistant Attorney General, to <u>diane.guillemette@myfloridalegal.com</u>, this 25^{\pm} day of $4\gamma ril_{2017}$, 2017.

redget Coutes

Deputy Agency Clerk

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 21 of 1026

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 22 of 1026



Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 23 of 1026

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 24 of

Mission: To protect, promote & improve the health of all people in Florida through integrated state, county & community efforts.



Rick Scott Governor

Celeste Philip, MD, MPH Surgeon General and Secretary

Vision: To be the Healthiest State in the Nation

FLORIDA BOARD OF NURSING

January 18, 2018

- To: HEALTH CAREER INSTITUTE ADN Professional Nursing Program Program Director 1764 North Congress Ave Suite 203 West Palm Beach, FL 33409
- Re: Professional Nursing Program, NCLEX Code Current Program Status: Approved

Dear Program Director,

The National Council of State Boards of Nursing (NCSBN) has released the 2016 and 2017 NCLEX summary reports for first time candidates. The nursing education program, NCLEX code **US70705500**, has failed to achieve graduate passage rates that equal or exceed the required passage rates for 2 consecutive calendaryears.

The Florida Board of Nursing will consider the status of the program at the following meeting:

Date: Thursday, February 8, 2018

Time: 8:30 AM CST or thereafter

Type: Credentials B/Education Committee

Location: Sheraton Bay Point 4114 Jan Cooley Dr Panama City Beach, FL 32408 (850) 236-6000

Please note that Panama City Beach is in the Central Time Zone.

Pursuant to section 464.019(5), Florida Statutes (FS):

[T]he board shall place the program on probationary status pursuant to chapter 120 and the program director shall appear before the board to present a plan for remediation, which shall include specific benchmarks to identify progress toward a graduate passage rate goal...

Failure to appear and present the remediation plan, may result in program termination.



Accredited Health Department Public Health Accreditation Board The Board will not consider documents filed later than ten days prior to the meeting. **Please submit** documents by January 30, 2018.

A program on probationary status is required to disclose the probationary status in writing to the program's students and applicants.

Upon arrival to the meeting room, all program representatives are asked to please sign the attendance sheet located on the table in the front of the room.

If you have any questions, please contact me by telephone at 850-617-1496 or by email at Sherri.Sutton-Johnson@flhealth.gov.

Sincerely,

Sheri Sattor Johns

Sherri Sutton-Johnson, MSN, RN Director, Education Unit Florida Board of Nursing

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 26 of 1026

STATE OF FLORIDA BOARD OF NURSING

IN RE PROGRAM STATUS OF:

HEALTH CAREER INSTITUTE,

NCLEX Code: US70705500 Professional Nursing Program that Terminates in an Associate Degree

CLERK: Bridget Control FEB 2 3 2018

NOTICE OF INTENT TO PLACE PROGRAM ON PROBATION

This matter came before the Board of Nursing at a duly-noticed public meeting on February 7-9, 2018, in Panama City Beach, Florida. Program Director, Sherry Ramer, appeared before the Board and presented a remediation plan.

Subsection 464.019(5)(a), Florida Statutes (2018), requires that an approved nursing

program meet and maintain certain standards in order to remain in approved status. The relevant

portion of the statute reads as follows:

(5) ACCOUNTABILITY .---

(a)1. An approved program must achieve a graduate passage rate for first-time test takers which is not more than 10 percentage points lower than the average passage rate during the same calendar year for graduates of comparable degree programs who are United States educated, first-time test takers on the National Council of State Boards of Nursing Licensing Examination, as calculated by the contract testing service of the National Council of State Boards of Nursing. For purposes of this subparagraph, an approved program is comparable to all degree programs of the same program type from among the following program types:

a. Professional nursing education programs that terminate in a bachelor's degree.

b. Professional nursing education programs that terminate in an associate degree.

c. Professional nursing education programs that terminate in a diploma.

d. Practical nursing education programs.

2. Beginning with graduate passage rates for calendar year 2010, if an approved program's graduate passage rates do not equal or exceed the required passage rates for 2 consecutive calendar years, the board shall place the program on probationary status pursuant to chapter 120 and the program director shall appear before the board to present a plan for remediation, which shall include specific benchmarks to identify progress towards a graduate passage rate goal ...

Upon review of the average graduate passage rates for HEALTH CAREER INSTITUTE for calendar years 2016 and 2017, the Board has determined the following:

HEALTH CAREER INSTITUTE's average graduate passage rate, for first time test For professional nursing programs that terminate in an associate takers for 2016 was degree, the 2016 average graduate rate for U.S. educated first-time test takers on the National Council of State Boards of Nursing Licensing Examination, as calculated by the contract testing 10 percentage points service of the National Council of State Boards of Nursing was lower is

HEALTH CAREER INSTITUTE's average graduate passage rates for first-time test takers for 2017 was For professional nursing programs that terminate in an associate degree, the 2017 average graduate rate for U.S. educated first-time test takers on the National Council of State Boards of Nursing Licensing Examination, as calculated by the contract testing service of the National Council of State Boards of Nursing was 10 percentage points lower

HEALTH CAREER INSTITUTE's rates have not equaled or exceeded the required passage rate for two consecutive calendar years.

THEREFORE, pursuant to Subsection 464.019(5)(a)2., Florida Statutes and Chapter

120, F.S., the program is placed on probationary status for the 2018 calendar year.

This Notice shall become effective upon filing with the Clerk of the Department of Health.

DONE AND ORDERED this day of

BOARD OF NURSING Joe Baker, Jr. Executive Director for Jody Bryan Newman, EdD, EdS, Chair

NOTICE TO PROGRAM

You may seek review of this Notice, pursuant to Sections 120.569 and 120.57, Florida Statutes, by filing a petition with the Executive Director of the Board, 4052 Bald Cypress Way, Bin #C02, Tallahassee, Florida 32329-3252, within 21 days of receipt of this Order. If you dispute any material fact upon which the decision of the Board is based, you may request a hearing before an administrative law judge pursuant to Section 120.57(1), Florida Statutes; your petition must contain the information required by Rule 28-106.201, Florida Administrative Code, including a statement of the material facts which are in dispute. If you do not dispute any material fact, you may request a hearing before the Board pursuant to Section 120.57(2), Florida Statutes; your petition must include the information required by Rule 28-106.301, Florida Administrative Code.

Pursuant to Section 120.573, Florida Statutes, you are hereby notified that mediation pursuant to that section is not available.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by Certified Mail to: HEALTH CAREER INSTITUTE, 1764 North Congress Avenue, Suite 203, West Palm Beach, FL 33409, Attn: Nursing Program Director, Sherry Ramer; and by e-mail to Diane L. Guillemette, Assistant Attorney General, at diane.guillemette@myfloridalegal.com,

Hebruar _, 2018. this of day of

Certified Article Number 9414 7266 9904 2090 7423 91 SENDERS RECORD

Health Career Institute Attn: Program Director, Sherry Ramer 1764 North Congress Avenue Suite 203 West Palm Beach, FL 33409

Sridget Coutes Deputy Agency Clerk

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 30 of 1026

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 31 of 1026

FILED DEPARTMENT OF HEALTH DEPUTY CLERK CLERK: Angel Synders DATE: MAR 2 3 2018

STATE OF FLORIDA BOARD OF NURSING

HEALTH CAREER INSTITUTE LLC,

Petitioner,

CASE NO.____

v.

STATE OF FLORIDA, BOARD OF NURSING,

Respondent.

PETITION FOR FORMAL ADMINISTRATIVE PROCEEDING

Petitioner, Health Career Institute LLC, pursuant to sections 120.569 and 120.57(1), Florida Statutes, and Rule 28-106.201, Florida Administrative Code, hereby files this Petition for Formal Administrative Hearing regarding the Notice of Intent to Place Program on Probation ("NOI"), issued by the Board of Nursing and received by the Petitioner on February 26, 2018. As grounds therefore, Petitioner states:

1. The agency affected by this proceeding is the State of Florida, Department of Health, Board of Nursing, 4052 Bald Cypress Way, Tallahassee, Florida 32399 (hereinafter "BON" or "Respondent"). The BON File number is unknown.

2. Petitioner is Health Career Institute LLC, whose address is 1764 N. Congress Avenue, West Palm Beach, Florida 33409, and whose telephone number is 561.586.0121. The Petitioner operates a professional nursing education program bearing NCLEX Code US 70705500.

3. Petitioner's representatives, upon whom service of pleadings and other papers shall be made, are Bob L. Harris, James J. Dean and Cameron H. Carstens, Esquires, Messer

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 32 of 1026

Caparello, P.A., 2618 Centennial Place, Tallahassee, Florida 32308, telephone (850) 222-0720, email <u>bharris@lawfla.com</u>, <u>jdean@lawfla.com</u>, and <u>ccarstens@lawfla.com</u>, with a copy to Amanda Tease, at <u>atease@lawfla.com</u>.

4. The Notice of Intent was mailed by BON on February 23, 2018 and received by Petitioner on February 26, 2018. This Petition for Formal Administrative Hearing and Election of Rights is therefore timely filed by Petitioner.

5. Pursuant to Rule 28-106.201, Florida Administrative Code, Petitioner initially identifies the following material facts that are in dispute, and reserves the right to supplement as additional facts become known to Petitioner:

- Petitioner disputes that its average graduate passage rate, for first time test takers for 2016 was
- b. Petitioner disputes that its average graduate passage rate on the NCLEX for the 2016 year failed to meet the required passage rate.
- c. Petitioner disputes that its average graduate passage rates on the NCLEX have failed to equal or exceed the required passage rate for two consecutive calendar years.
- d. Petitioner also disputes that its average graduate passage rate for first-time test takers for 2017 was **1999**.
- e. Petitioner disputes that its average graduate passage rate on the NCLEX for the 2017 year failed to meet the required passage rate.
- 6. Petitioner also identifies the following issues of law that are in dispute:
 - a. Petitioner disputes that the BON has the statutory authority to reconsider Petitioner's 2016 average graduate passage rates on the NCLEX.

- b. Petitioner disputes that the BON has the statutory authority to consider the scores of any first-time test taker who took the NCLEX more than six months after graduation for purposes of determining Petitioner's 2016 average graduate passage rates.
- c. Petitioner disputes that the BON has the statutory authority to retroactively apply section 464.019(5)(a), Florida Statutes, to Petitioner's 2016 scores and place Petitioner on probation based on its retroactive application of the statute.
- d. Petitioner disputes that the BON has the statutory authority to retroactively apply section 464.019(5)(a), Florida Statutes, to Petitioner's 2017 scores for any first-time test taker who took the NCLEX prior to the June 23, 2017 effective date of the law and who failed to take the exam within six months of graduation.

7. The ultimate facts are that Petitioner's 2016 average graduate passage rates were within ten percentage points of the national average, as required by section 464.019(5)(a)1., Florida Statutes, based on the 2016 version of the statute. The 2016 version of the statute provided that only first-time test takers who took the test within six months of graduation could be counted to determine whether a school's NCLEX scores met the required passage rate. Petitioner was notified by the BON in February of 2017 that its 2016 scores met the required passage rate.

8. Section 464.019(5)(a)(1.) was amended <u>on June 23, 2017</u>, to provide that all firsttime test takers, including those who took the test more than six months after graduation, would be counted. After the amendment, the BON went back and re-calculated Petitioner's 2016 scores by taking into account first-time test takers who took the test more than six months after graduation. The BON had no statutory authority to retroactively apply the statute in this fashion.

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 34 of 1026

9. As a result of the BON's improper, retroactive application of the statute, Petitioner received the Notice of Intent to Place Program on Probation due to low NCLEX scores for the 2016 and 2017 years, even though Petitioner had already been notified by the BON a year earlier that its 2016 scores met the required passage rate. If the 2016 test scores had been properly accepted as meeting the required average passage rate, the program could not be placed on probation for two consecutive full calendar years (in this case, until 2019).

10. The specific statute which requires reversal of the decision of the Board of Nursing is section 464.019(5)(a)1., Florida Statutes. The current version of the statute became effective on June 23, 2017. Therefore, the BON had no authority to consider the scores of any NCLEX test takers who took the test before that date, if the tester took the exam more than six months after graduation.

11. Attached as **Exhibit "A"** are Petitioner's documents in regard to being on probation for 2016.

WHEREFORE, Petitioner, Health Career Institute, requests that this Notice of Intent to Place Program on Probation be referred to the Division of Administrative Hearings for the assignment of an Administrative Law Judge, to conduct a hearing and to issue a recommended order recommending dismissal of the Notice of Intent to Place Program on Probation in its entirety.

Respectfully submitted this 16th day of March, 2018 by:

<u>/s/ Bob L. Harris</u> BOB L. HARRIS, ESQ. Florida Bar No.: 460109 Primary E-Mail: <u>bharris@lawfla.com</u> JAMES J. DEAN, ESQ. Florida Bar No.: 832121

Primary E-Mail: jdean@lawfla.com CAMERON H. CARSTENS, ESQ. Florida Bar No.: 112864 Primary E-Mail: ccarstens@lawfla.com MESSER CAPARELLO, P.A. Post Office Box 15579 Tallahassee, FL 32317 Telephone: 850/222-0720 Facsimile: 850/558-0662 Attorneys for Petitioner

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that the original of the foregoing has been delivered to: Mr. Joseph Baker, Executive Director, Florida Board of Nursing, Florida Department of Health, 4052 Bald Cypress Way, Bin C-02, Tallahassee, Florida 32329-3252, by electronic transmission and by hand delivery, and a copy thereof has been delivered to Diane L. Guillemette, Esq., Assistant Attorney General, <u>diane.guillemette@myfloridalegal.com</u>, by electronic transmission, this 16th day of March, 2018.

/s/ Bob L. Harris BOB L. HARRIS, ESQ. Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 36 of 1026

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 37 of

Mission:

To protect, promote & improve the health of all people in Florida through integrated state, county & community efforts.



1026

Celeste Philip, MD, MPH Surgeon General and Secretary

Rick Scott

Governor

Vision: To be the Healthiest State in the Nation

October 1, 2018

Dawn Callaghan-Lopater, MSN, RN Interim Program Director Professional Nursing Program- ADN Health Career Institute, LLC 1764 North Congress Avenue, Suite 203 West Palm Beach, FL 33409





Dear Ms. Callaghan-Lopater:

This letter documents the request for approval of Health Career Institute's Professional Nursing education program in West Palm Beach, Florida.

The request and Board actions are as follows:

1. Health Career Institute's Professional Nursing Program requests: a. Approval

The Florida Board of Nursing granted Health Career Institute's West Palm Beach campus' request for approval to initiate a Professional Nursing Program.

1. The Board granted approval status per s.464.006 and s. 464.019 F.S.

We have received your new NCLEX code for the Professional Nursing Program in West Palm Beach, Florida, from the National Council of State Boards of Nursing (NCSBN).

The NCLEX code is US70414600. Your file has been updated.

A hard copy of this letter will be placed in the mail for delivery by the United States Postal Service.

Pursuant to 464.019(3), F.S., by November 1 of each year, each approved program shall submit to the board an annual report comprised of an affidavit certifying continued compliance.

This form can be found on the Board website www.floridasnursing.gov under the resources tab.

Congratulations and best wishes for a successful program! The Board staff looks forward to working with you toward continued approval of your program. If you have questions, please contact me at (850) 617-1496 or email me at <u>Sherri.Sutton-Johnson@flhealth.gov</u>.

Sincerely,

berti Satton- 4

Sherri Sutton-Johnson, MSN, RN Director, Nursing Education Florida Board of Nursing

SSJ/af

Profession: 1704 Applicant ID: 578

Florida Department of Health Division of Medical Quality Assurance • Bureau of HCPR 4052 Bald Cypress Way, Bin C02 • Tallahassee, FL 32399-3252 PHONE: (850) 245-4125 • FAX : (850) (850) 617-6460



B Public Health Accreditation Board

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 38 of 1026



HEALTH CAREER INSTITUTE

September 24, 2018

Re: Interim Director of Nursing – Health Career Institute

Dear Ms. Falls:

I am writing to inform you of some changes in personnel at Health Career Institute. While we plan on announcing a new Director of Nursing in the near future, we have named an Interim Director of Nursing. Ms. Dawn Callaghan-Lopater has assumed the role of the Interim Director of Nursing on July 10, 2018 and will be overseeing the new ADN program as well. Her nursing license number is RN 9169013. Her telephone number is (561) 570-8026, and her e-mail address is dlopater@hci.edu.

If you have any questions or require any additional information, please do not hesitate to contact me.

Sincerely,

Dr. Arlette Petersson

Vice President of Academic Affairs Health Career Institute 1764 N Congress Ave Suite 203 West Palm Beach, FL 33409 561-586-0121 Direct APetersson@hci.edu



୪

MAY 18 2018

BOARD OF NURSING

	Sponsoring Educational Institution		
Legal Name	Health Career Institute, LLC		
Type of Program	 Registered Nurse Associate Degree Registered Nurse Baccalaureate Degree Registered Nurse Diploma 	AF /17 (2010 1 00	0.00
Campus Location Contact Person	Practical Nurse 1764 North Congress Avenue, Suite 203 West Palm Beach, Florida 33409	05/17/2018 1,00 ID: 578 BT: 3018587 R#: 917039372	U.UU Type: F
Address	Robert Bonds 1764 North Congress Avenue, Suite 203		
City, State, Zip	West Palm Beach, Florida 33409		
Telephone	561-586-0121	·····	
Fax	561-471-4010		
E-Mail	rbonds@HCI.edu		
	clares its intention to establish and conduct a nursing education in Florida and the Florida N		
Signed	22	· · · · · · · · · · · · · · · · · · ·	
Title	President and Chief Operating Officer		
Date	4/22/2018		
	Nursing Program		
Legal Name	Health Career Institute, LLC		
Type of Program	 Registered Nurse Associate Degree Registered Nurse Baccalaureate Degree Registered Nurse Diploma Practical Nurse 		
Campus	1764 North Congress Avenue, Suite 203		
Location	West Palm Beach, Florida 33409		
Contact Person	Sherry Raber, MSN		
Address	Director of Nursing 1764 North Congress Avenue, Suite 203		
	11/04 NOI UI CONGLESS AVENUE, SUILE 205		
City, State, Zip	West Palm Beach, Florida 33409		
Telephone	561-586-0121		
Fax	561-471-4010		
E-Mail	sraber@hci.edu		

Board of Nursing, Application for New Nursing Program DH-MQA 1211, 06/09, 03/10, 02/18(rev.)

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 40 of 1026



HEALTH CAREER INSTITUTE

July 23, 2018

Re: Interim Director of Nursing – Health Career Institute – NCLEX Code #: US 70705500

Dear Ms. McGlockton:

I am writing to inform you of some changes in personnel in our nursing program. While we plan on announcing a new Director of Nursing in the near future, we have named an Interim Director of Nursing. Ms. Dawn Callaghan-Lopater has assumed the role of the Interim Director of Nursing on July 10, 2018. Her nursing license number is RN 9169013. Her telephone number is (561) 570-8026, and her e-mail address is dlopater@hci.edu.

If you have any questions or require any additional information, please do not hesitate to contact me.

Sincerely,

Dr. Grlette Petersson

Vice President of Academic Affairs Health Career Institute 1764 N Congress Ave Suite 203 West Palm Beach, FL 33409 561-586-0121 Direct APetersson@hci.edu



I. Overview

Orientation of new faculty is an essential ingredient to any successful program. We are committed to providing you with an orientation that will help you integrate into your new role. Integration into the role of a new faculty member demands the support of your colleagues along with the necessary information and tools you will need to assist you along the way. This handbook is one tool that will prove essential during your orientation process.

The Orientation Process

The New Faculty Orientation Program is designed to introduce you to the mission, goals, and culture of Margate Medical Training Center, and the Nursing Program. Beginning before the start of your first course, the orientation program will provide support throughout your first year as a new faculty member.

Prior to the Nursing Program Orientation, the nursing director will assign you a Faculty Mentor who will guide you through the orientation process. Your mentor will contact you to schedule an initial meeting to review the orientation plan and packet and to review any requirements to be completed before the course begins. Also at this time, you and your mentor will collaboratively create an individualized orientation schedule.

II. VISION AND MISSION STATEMENT

Our Vision

Margate Medical Training Center envisions a future where all those teaching in our healthcare programs possesses the knowledge, skills, and values needed to transform nursing education by establishing learning communities where teachers and learners co-create student centered, evidence-based, educational sound, innovative and technology-rich programs that reflects a commitment to excellence.

Our Mission

To meet the needs of a changing healthcare system, healthcare providers must be prepared as clinicians to exert knowledge, skills and compassion towards those they serve. The faculty at Margate Medical Training Center has the knowledge and skills to design, implement and evaluate programs that will prepare students to be skilled clinicians.

III. Program Orientation

PRACTICAL NURSING PROGRAM PHILOSOPHY OF NURSING AND NURSING PRACTICE

The faculty members of the Practical Nursing Program uphold the mission statement of Margate Medical Training Center. The faculty members of the Nursing Program provide a high quality nursing education to qualified and diverse students for the development of entrylevel nurses who are prepared to meet the evolving healthcare needs of the community. The faculty strive to create a student-centered learning environment of collaboration, lifelong learning, and mentorship to promote academic excellence and compassionate nursing care.

The faculty view individuals as complex beings with biophysical, psychosocial, emotional, spiritual, and cultural needs. As members of society, individuals are deserving of respect for their innate human uniqueness. People are capable to taking an active role in providing their own care. The faculty believes that individuals are rational and social beings who interact.

The faculty believes that the practice of nursing is an art and science based on biological, physical, behavioral, and nursing sciences. The faculty believe the art of nursing is practiced by "doing for" the individual with a disability or by "helping him to do for himself. The faculty believes nursing is a holistic endeavor and seeks to help patients achieve an independent state of well-being based on individual differences and respect for human dignity.

The faculty is committed to an educational philosophy that emphasizes demonstrated competency both theoretical and clinical, using a simple to complex learning approach. Learning is a lifelong, self-initiated process which knowledge, skills, attitudes, and values are acquired. Learning occurs independently through perception, assimilation, formulation, and synthesis. The program is designed to meet the educational needs of an ethnically and culturally diverse population of learner's by recognizing their diverse learning styles. The faculty prepares students for the present and future nursing needs of the community within every changing healthcare delivery systems using a multidisciplinary approach.

The faculty believes that evidence based teaching and practice is critical to successful production of safe practitioners and professional nurses. The professional role of the nurse is embraced and taught with an emphasis on critical thinking, communication and collaboration. As a patient advocate, the nurse is responsible for managing all aspects of patient care and coordinating optimal patient outcomes with consideration to the various multicultural needs of and diverse backgrounds within the community.

Graduates of the nursing program are accountable, adaptable generalists who are prepared to successfully take the national licensing exam for practical nurses in a variety of settings.

PURPOSE AND PROGRAM OUTCOMES

The goals of the Practical Nursing Program are congruent with the goals of the governing organization and express the beliefs of the Nurse Administrator, faculty, and students. They reflect the program's purpose and philosophy. The goals were clearly written by the Nurse Administrator, faculty, and students and stated in measurable outcomes. The goals are evaluated annually and revised as warranted.

- 1. To maintain admission standards that permit entry of students with a variety of abilities, interests, and aspirations.
- 2. To offer courses in related subjects to the community and surrounding areas.
- 3. To prepare students at the basic entry-level of nursing so, if desired, they may proceed to higher educational levels within the chosen profession.
- 4. To prepare students with those abilities and qualities that lead to a salable entry-level skill within the chosen profession.
- 5. To provide developmental education in English and Mathematics if necessary, in order to assist students to improve basic skills needed to achieve educational goals and overcome educational deficiencies.
- 6. To provide student counseling services and advisement so that students may progress toward their educational goals.
- 7. To demonstrate excellence in teaching strategies, and practices through exemplary role modeling to students.
- 8. To prepare students to complete the requirements of a technical certificate by providing a low-cost general basic education, and funds for those who qualify.
- 9. To provide the opportunity for personal and professional student development through a combination of educational, social, cultural, recreational, and community service activities.
- 10. To evaluate the success of students who have attended this institution and program.
- 11. To provide qualified workers in the health care delivery system in the community and surrounding areas.
- 12. To maintain full program approval of the Florida Board of Nursing.

In addition, the faculty have developed level objectives stating the expected level of performance during program progression and upon successful completion of the Practical Nursing Program:

Level 1 Objectives

At completion of Level I, (1st and 2nd Semesters) the Practical Nursing student will be able to:

- 1. Demonstrate competency in performing basic nursing skills for individuals with common health alterations.
- 2. Utilize foundational knowledge of the communication process in providing nursing for clients across the lifespan.
- 3. Apply foundational knowledge of the nursing process in providing nursing care for clients across the lifespan.
- 4. Utilize critical thinking skills in formulating a plan of care for clients with common health alterations in a variety of settings.

- 5. Illustrate a teaching/learning plan for culturally diverse clients with common health alterations in a variety of settings.
- 6. Develop competencies necessary to meet the needs of individuals throughout the lifespan in a safe, legal, and ethical manner using the nursing process.
- 7. Illustrate use of relevant technology for client care and documentation.
- 8. Demonstrate professional behaviors associated with nursing.

Level II Objectives

At completion of Level II, (3rd Semester) the Practical Nursing graduate will be able to:

- 1. Demonstrate proficiency in performing basic nursing skills for individuals with health alterations in a variety of settings.
- 2. Apply therapeutic communication techniques in providing basic nursing care for clients throughout the lifespan.
- 3. Apply foundational knowledge of the nursing process in providing basic nursing care for clients throughout the lifespan.
- 4. Utilize critical thinking skills in providing collaborative care for clients with selected health alterations in a variety of settings.
- 5. Formulate a teaching/learning plan for culturally diverse clients with selected health alterations in a variety of settings.
- 6. Demonstrate competencies necessary to meet the needs of individuals throughout the lifespan in a safe, legal, and ethical manner using the nursing process.
- 7. Utilize relevant technology for client care and documentation.
- 8. Demonstrate competency on the NCLEX-PN.
- 9. Demonstrate professional behaviors, and roles of a practical nurse upon entry into practice.

Program Outcomes

- 1. **Theoretical Competency**: 100% of students will meet the passing standard for the exit examination.
- 2. Clinical Competence: 80% of the employers and graduates returning surveys will report satisfaction (Using Postsecondary evaluation forms for Graduate and Employer Satisfaction).
- 3. **Practical Nursing Graduation Rate**: At least 75% of students admitted to Practical Nursing Programs will graduate within 24 months of initial admission.
- 4. **Pass Rate**: First-time test takers will average 80% or higher on the NCLEX-PN.
- 5. Job Placement Rates: 95% or greater of those seeking employment are employed in nursing within 6 months of graduation.

NURSING ASSISTANT PURPOSE AND PROGRAM OUTCOMES

The program is designed to develop the skills for each station of the Nursing Assistant occupational cycle in a progressive pattern of training. Students of this program will learn the occupational role and functions of the Nursing Assistant in the professional healthcare setting, providing safe and appropriate care to patients. Students of the Nursing Assistant program will develop skills and knowledge in providing quality care, while understanding the importance of dignity and respect in the process of providing excellent patient care to patients.

- 1. To ensure that graduates are competent in all areas of patient care within the scope of practice of the Nursing Assistant
- 2. Graduates are able to communicate appropriate information effectively
- 3. Graduates practice care understanding the legal and ethical standards necessary within their scope of practice
- 4. Graduates are prepared to sit for the Certified Nursing Assistant Examination
- 5. Graduates understand the importance of continuing their education beyond this level and understand occupational pathways for the future.

Program Objectives

Upon successful completion of the Nursing Assistant program graduates will be able to:

- 1. Seek entry level employment as Nursing Assistants with clinics, assisted living facilities, hospitals, and other healthcare practice facilities.
- 2. Describe the organization of healthcare facilities and the roles of the interdisciplinary healthcare team.
- 3. Identify the responsibilities of the registered nurse, licensed practical nurse and nursing assistant in a variety of settings.
- 4. Apply nursing assistant theoretical knowledge in providing basic healthcare services.
- 5. Perform essential nursing assistant clinical skills.
- 6. Use accurate and appropriate communication with members of the healthcare team.
- 7. Employ ethical and moral behaviors, and the characteristics of honesty, responsibility and caring in the provision of patient/resident care.
- 8. Carry out and follow up on patient/resident care tasks as delegated by the nurse.

Beliefs about Education and Educators

- Education inspires and develops a community of diverse learners dedicated to achieving their full potential in a global society,
- Education provides access to learning opportunities that promotes student success, intellectual growth, individual expression, and character development,
- Educators have a responsibility to recognize previous education and experience,

- Educators promote and foster lifelong learning,
- Education takes into consideration the learner's cultural and ethnic background, learning abilities, life experiences, and special needs,
- Educators stress high ethical standards, moral values, and integrity that provide a strong foundation upon which to develop professional behaviors,
- Education promotes a dynamic environment of innovation and collegiality,
- The educational process occurs through a variety of methods such as the use of technology, simulation, role modeling and role-play, mentoring, coaching, collaborative teaching and learning, lecture/discussion, case studies, laboratory, and experiential learning,
- Providing students with a general education gives them an opportunity to develop to their fullest potential- personally and professionally, and
- The nursing faculty supports the freedom to teach and the guarantee of equal educational opportunity for all persons.

Beliefs about the Teaching/Learning Process in Nursing

- It is the right and responsibility of nurse educators to utilize their knowledge and skills freely to assist students to reach their highest potential,
- Students are expected to bring to the nursing program a desire to learn, initiative and selfdirection, an open and inquiring mind, a commitment to the profession, and a belief in the worth and dignity of all persons,
- Students are responsible for their own learning; the instructors' major role is to guide, facilitate, role model, and mentor,
- Differences in learning style and rate of learning must be considered in the educational process.
- The most effective learning environment is created by a collegial relationship between faculty and students,
- Teaching and learning in nursing is built on evidence-based practice and the transfer of information from theory to practice utilizing the nursing process,
- Nursing education fosters critical thinking with the development of clinical reasoning and judgment to make clinical decisions,
- The nursing faculty accepts the responsibility to maintain expertise in current nursing practice and application of educational theory, and
- The nursing faculty is responsible for the development and evaluation of the nursing curriculum.

Faculty Evaluation Standard

The institution regularly schedules instructors for performance appraisals by Program directors and students in order to evaluate their: preparation for teaching, teaching skills, interaction with students, class administration and professional development. The institution requires all instructors to meet or exceed all rating benchmarks through frank and honest appraisals from peers and students. Evaluation process of new and current instructors is done

thirty (30) days after start date, then at six (6) months and annually thereafter. Associate faculty will also receive an administrative evaluation annually. The Associate faculty evaluation will include the following:

- Classroom visitation by the Administrator or designee.
- Student evaluation (optional)
- Follow-up conference with the Administrator at which time a summary of the evaluation will be presented and reviewed.

The Administrator has the right to observe any class at his/her discretion without advanced notice.

Faculty Requirements

As a faculty member, whether you are full-time, part-time, tenured, or adjunct, you are required to participate in the planning, implementation and evaluation of all aspects of the nursing program. Therefore, faculty are required to attend and participate in the following meetings as appropriate:

• Faculty meetings

Faculty meetings for both the day and evening instructors must be held at least once per month, and those meetings must also be contained in a tabbed, labeled binder. The content of these meetings usually includes the following: minutes from the previous meeting, student input, committee reports, new business, administrative input, and other information or announcements.

• Team meetings

Team meetings are conducted by the lead instructor of each course, and are held at least once per month as well. Those in attendance include lecture instructors and lab instructors. During these meetings, the group collaboratively plans for the future of the course, provides guidance for instructor issues, and collaborates to resolve any student issues at hand.

Additional faculty meetings may be called at the discretion of the administration.

IV. Faculty Mentor Program

Purpose

The objective of the formal mentoring process is two-fold and involve both institutional operations and effective classroom management including teaching methodology. The purpose of addressing these objectives is to provide new faculty with the knowledge, confident and support to achieve greater personal and professional success while supporting the mission of the institution. In turn, mentor and mentee contribute to the continual improvement of the institution by fostering an academic community that is unified in purpose and driven to challenge ourselves and professionally to provide comprehensive learning opportunities that encourage lifelong learning.

Faculty Mentor Program

A mentor is a trusted and experienced advisor who has a direct interest in the development and education of new faculty, and who provides a one-to-one developmental relationship with a peer.

New Full-Time Faculty

Margate Medical Training Center offers a year-long mentor program to new full-time faculty in order to assist them in adjusting to their positions, to ease anxiety, to share the program philosophy and goals, and simply to form a cohort of colleagues with whom new faculty can relate and rely on for support.

New Part-Time Faculty

Margate Medical Training Center also supports its part-time faculty members with a modified mentor program. The part-time faculty member will be provided with a six (6) months long general orientation session.

The Role of the Mentor

The role of the mentor at Margate Medical Training Center is to advice and counsel the new faculty member. The mentor will function as a role model for teaching, encouragement and coaching. The mentor will assist the new faculty member with course preparation; he or she will review course materials with the new faculty member; assist with processing evaluation data; and more. The mentor is a resource person for information and direction, taking an active role in the orientation process of the new faculty member.

Before the beginning of the course, the mentor will contact the new faculty member to arrange a preliminary orientation meeting. During this meeting, the mentor and new faculty member will get acquainted, review and begin the orientation process and plan and assess for any learning needs the new faculty member may have. The mentor and the new faculty member will collaborate in creating a plan to meet those needs.

Requirements for Mentors

In order for a faculty mentoring program to be successful, it should involve individuals who are clearly committed to the role of being a mentor. Mentors continually demonstrate their success, passion, and excitement for the students, the institution and for education. They are willing to share their successes with new faculty in order that the institution, programs and students reap the benefits.

A successful mentor must be willing to:

- Commit time and positive energy to help a colleague.
- Be active about seeking out your mentored partner and meeting regularly (informally or formally) with your mentored partner.

A successful mentored partner must be willing to:

- Meet with your faculty mentor prior to the start of the course.
- Share responsibility for establishing a relationship and meetings as needed.

V. Teaching Orientation and Professional Development

Facilitation of Faculty Development plan

An annual Faculty Development Plan is initiated by each faculty member in January and reviewed with their supervisor. Each instructor is expected to attend a minimum of four Professional Development activities and two- in-Service meetings each calendar year. Each quarter the plan will be reviewed by the Director of Education and faculty will be informed if the plan is complete or if additional activities needs to be scheduled. All instructors should have approval of the Director of Education for any activity prior to scheduling the event. All activities must be documented and attached to the Faculty Development Plan. The plan is on-going and must be kept up-to-date throughout the year.

The following faculty development plan goals have been established by the institution:

- 1. To improve student learning outcomes through a greater understanding of learning and appreciation of student's needs.
- 2. Meet the future need of the student through the incorporation of new technologies that enhance student learning.
- 3. To introduce different strategies for educating the student who learn in different ways and represent cultural diversity, linguistic and socioeconomic differences.
- 4. Foster a deep understanding of subject and enhance his/her knowledge base.
- 5. To introduce different techniques for handling day-to-day stresses and challenges in the educational environment.
- In-service training: These are provided by the company and are designed to make you a better instructor. (2 are required per year)
- Professional Activities: These are taken on your own and are designed to enhance your skills as an expert in your modality. (CEU's, workshops, seminars, etc.)

Teacher Improvement Plan (TIP)

The Teacher Improvement Plan(TIP) is designed to provide support through communication, discussion and collaboration in the area(s) of significant concerns. The DOE and instructor will jointly determine the strategies to be taken to overcome deficiencies, but is agreed that the primary responsibility for correction of the deficiencies remains with the instructor. The Program Director and instructor will agree on a mutual time-line to improve any noted deficiencies.

The Purpose of a TIP is to:

- Improve instructor performance
- Provide targeted, intensive assistance process
- Provide additional support
- Provide due process for possible disciplinary action
- Provide information to determine continued employment

Referral to TIP

- The Program Director/Lead Instructor may recommend instructor for TIP when concerns are such that an intensive intervention process is necessary. The Lead Teacher, via typed report to the Program Director will initiate the recommendation. The recommendation will include:
- A description of concerns as they relate to the teacher's proficiency in demonstrating Effective Teaching (which may include results of a student survey)
- An explanation of how the instructor is expected to benefit from the TIP
- Documentation of previous efforts (if available) made by the Program Director/Lead Instructor to improve performance.

The Program Director may place instructor for TIP when:

- Instructor observation warrants improvement
- Recommendation from Program Director
- Results of Student Surveys

If the instructor recognizes that there are deficiencies in performance and exhibits a willingness to address the concerns, the TIP component will commence.

If the instructor refuses to recognize deficiencies and/or rejects the recommendation for a TIP, the Program Director will take appropriate action with regard to due process.

The institution is committed to retaining successful students in a manner compliant with all federal rules and regulations, which apply financially and academically to educational institutions. Additionally, the institution has an internal on-going monitoring system, which evaluates and tracks the progress of all students. The campus adheres to the following procedures, promoting a shared responsibility between students, faculty and staff in the areas of:

- Transfer of Credit Policy
- Attendance
- Grade Point average(GPA)

Success in the Classroom

The purpose of having an orientation process for new faculty is so that student and teacher are successful at the conclusion of the course. It is hoped that the following suggestions and strategies will aid you in your first classroom experience.

Successful Faculty

The quantities that educators possess that allow them to be successful are as varied as the people who research the question. There are, however, a few things that are consistently identified as characteristics of a successful educator.

- The educator is clear on their reasons for teaching and their personal goals •
- They have a desire to be positive •
- They are prepared to teach their subject •
- They understand or are willing to learn how to define and implement teaching skills and strategies
- They are organized, prepared and efficient
- They communicate well and often, and their expectations are clearly defined •
- They are supportive but fair in their classroom policies and decisions
- They are able to adapt their instruction to accommodate the needs of the institution, class, and • students.
- They engage students in their own learning process and learning outcomes

Andragogical Teaching

The role of educating adults is moving from pedagogical (teacher-led) to andragogical, meaning that the learning is teaching facilitated. Important factors in andragogical teaching are:

- Adult learner needs to know why they must learn something •
- Adult learners are ultimately responsible for their decisions (and most wanted to be)
- Adult students come with a variety of life experiences, therefore their learnings become life-• center
- Assessing and understand student's readiness/ability to learn •
- Recognizing student's motivation for learning

Assessing Course Student Learning Outcomes

Why Assess

Most who use systematic evaluations in their classroom note that student participation is increased, attitudes and behaviors change (for students and teachers), students become more aware of themselves and others, and more importantly, have greater satidfaction with their educational process. In addition assessments are tools that provide feedback to administrators, educators, and students alike. Feedback prompts teachers to continually define and refine their teaching approach, allowing teachers to target their instruction to specific knowledge and skills that will meet educational requirements for the course. It also helps students to better understand their own performance and achievement expectations.

What is Being Assessed

When devising the methods by which you plan to evaluate the student progress, it may be beneficial to review Bloom's Taxonomy of Educational Objectives (1956). Bloom defines three areas (domains) relating to educational outcomes that students develop throughout a course of study: knowledge (cognitive skills), attitudes and behaviors (affective), and manual or physical skills (psychomotor). The domain contains sub-divisions which describe various learning behaviors, progressing from simple to complex. Using Bloom's interpretation of learning taxonomy will aid in designing course instruction as well as help to a framework for consistent, appropriate student assessment.

Bloom's Taxonomy			
	1		1
Areas of Assessment	Focus for Students	Types of Questions	Action Verbs
Knowledge-Recalls specific information, methods, processes and patterns. Remember	Facts, recall of previously learned information, Knowledge of dates places	What is? Define Identify	Recall, quote, duplicate, label list, name
	Understands major ideas Master subject materials		
Comprehension - Lowest of understanding. Know and apply the information but does not relate it to a larger picture	Understands information given Groups information, is able to interpret facts Organize facts and ideas Predict consequences, Describe in own words	Retell Restate In your own words	Describe, associate, discuss, express, identify, locate, review, cites, classifies, summarize, restate
Application-use of previously learned principles, ideas, theories in specific situations	Use of information: facts and rules Use of methods and theories in new situations	Give an example of Describe the relationship between. What is the significance of?	Demonstrate, calculate, show, examine, relate, operate, solve, change, practice

	Problem solving using acquired skills/knowledge Apply information to produce a result	Υ,	
Analysis-Break something apart in order to show its form and structure	Separate into component parts Discover the underlying structure Organization of the parts Identify components	What are the parts of.? Classify Outline Compare and contrast What is the evidence for?	Analyze, explain, connect, classify, arrange, divide, compare, examine, question
Synthesis-Working with parts to create a new whole	Create new ideas from old Use give facts to form generalizations Relate information from many areas Draw conclusions	What do you predict? How do you create? What will happen if you? What are some solutions for?	Combine, integrate, modify, rearrange, replace, plan, develop, manage, organize, assemble
Evaluation - Judgement pertaining to value of material and methods	Compare, discriminate between ideas Assess value of theories Recognize subjectivity Make value discussions about issues Develop opinions	Which is most important? Do you agree? How do you assess? Explain the difference between	Assess, decide, measure, select, explain, support, conclude, defend, predict, estimate

How to Assess

Methods for Assessing Student Learning Outcomes

Effective assessment are measurable and vary in method and scope. Direct methods measure what was learned or accomplished. Indirect methods measure perceptions of learning or what should have been learned. Direct assessment of the curriculum or course can be grouped as:

1. Performance or

2. Tests

Evaluation of a course via performance criteria might include capstone course assignments or projects, case studies, response to hypothetical scenarios, portfolios, research papers, observation of performance in class, peer evaluations, and skills assessment. Indirect assessment categories are generally survey-based and they can include a variety of national, local, college, or program surveys.

Evaluation of how closely you approach the desired outcome in your classroom is directly related to the clarity of the instructional objectives. For example, you may decide your instructional objective is to teach students about various types of leg muscles and the activities related to those muscles. An outcome of the objective may be that students: are able identify different types of muscle tissue, use proper muscle nomenclature, and/or can outline the chemical reactions that takes place during muscle contractions. What assessments can be used to determine whether or not: a) you have reached your instructional objective or b) whether your students have reached the target learning outcomes?

Example.	
Date:	Learning Outcome(s)
My objective(s) today:	
Teach muscles of the leg	1) Students can identify the leg muscles
Tools: Interactive, dissection, lecture,	with correct terminology
diagrams, palpations	2) Students can describe the difference
	in muscle tissue
	3) Students know the chemical pathway
	of muscle contraction
Assessment	Worksheet on muscle nomenclature
	Homework assignment relating specific
	muscles to specific activities
	Palpation observation using grading rubric
	(see example)
	Test on muscle of leg

Frample

Lesson Plans

While lesson plans are not assessment tools, they can be used to streamline your teaching approach and keep you on target regarding what and how much you want to accomplish in a class. They help pinpoint the instructional objectives for a class/week/module with predetermined objectives. Lesson plans which include how and when you plan to evaluate progress also helps to identify the strengths and weaknesses both of the instructional process and in the students' learning.

Rubrics

Consistently evaluating how well students are integrating course material is often more challenging to accomplish. It is crutial that instructors identify ways to monitor all learning domain: cognitive, psychomotor, and affective. To keep this from becoming an overwhelming task throughout the course, it is helpful to prepare grading rubrics. Rubrics are an excellent method for measuring outcomes. The example below is a rubric format that can be used for grading project or paper. Rubrics provide a systematic method of grading that removes bias and subjectivity from the analysis, making the grading of a written assignment consistent, fair, and valuable to the student. A structured format for grading all aspects of the learning process makes it easier for the instructor to actively monitor the classroom and make necessary adjustments more quickly and effectively.

Course Name:		Date:	
Student Name:			
Category:	Possible Points	Points Received	
Subject Relevance	10		
Topic Explanation: General	20		
Topic: Specific Information	25		
Supportive Data: Graphs,	15		
charts, tables, etc.			
Conclusions	10		
Personal	5		
Viewpoint/Experience			
References	10		
Title Page	5		
Total	100		

Example:

References

Angelo, Thomas A., Cross, K. Patricia, Classroom Assessment Techniques: A Handbook for College Teachers. San Francisco: John Wiley & Sons, 1993

Aseltine, J. Rigazio-Di Gillio, A. Supervision for Learning.

Bloom, B. S, et al. Taxonomy of Educational Objectives. New York: McKay, 1956

Boice, R. Advice for New Faculty Members: Nihil Nimus. 2000

Fisher, D, Better Learning Through Structured Teaching. 2008

Grieve, D. A Handbook for Adjunct/Part-Time Faculty and Teacher of Adults

Grieve, D. <u>Handbook II: Advanced Teaching Strategies for Adjunct and Part-Time Faculty</u>. 2000

Huba, Mary E., Freed, Jane E. Learner-Centered Assessment on College Campuses: Shifting the Focus from Teaching to Learning. Needham Heights: Allyn & Bacon, 2000

Liesveld, R., Miller, J. Teach With Your Strengths. 2005

Lyons, R. The Adjunct Professor's Guide to Success: Surviving and Thriving in the College Classroom. 1999

Factors Influencing the Classroom

It is widely understood that there are many factors influencing the classroom today and will play a role in your success as faculty in the institutional environment. These include the following:

- Education is a service-oriented profession, with the student as the consumer.
- Remembering why you do what you do and for whom goes a long way toward student success
- Students comes from various cultural and social backgrounds that present a variety of barriers, including: language, customs, finances, daycare, employment, etc.
- Students have various levels of education and abilities
- Students with disabilities
- Technology (both in classroom and outside of classroom)
- Students have had successful or unpleasant educational experiences in the past
- Students receiving consistent positive personal interactions are more likely to succeed with their educational goals

Creating Success in Teaching

- Research has shown that instructors increase their success in the adult classroom when they recognize and integrate certain concepts into teaching.
- The role of the instructor is to facilitate the learning process for the student
- Learning the material is primarily the responsibility of the learner
- The instructor understands and aids the student in overcoming barriers that may be presentfear, social barriers, language barriers, past negative experiences with learning, etc.
- Instructors allows for students to be themselves
- Instructors are able to recognize different learning styles and adapt to the needs of their students
- Assessing student learning in multiple ways is essential: use rubrics to eliminate bias in grading.
- Regularly and accurately document assessments, and provide feedback to the student
- Create an environmental of positive reinforcement will allow learning to take place

• Have a solid plan for students to access and use the library for a class assignment

Steps You Can Take

- 1. Prepare as much as possible prior to the start of the class. Allow time for any copying that must be done. Create some tests and activities before the class even begins, you can always alter or modify as needed.
- 2. Prepare
 - Present Involve Review Assess
- 3. Use lesson plans. Some of our programs require them for competency documentation. They should follow the course outline and must include what assessments were given, and how and when specifics regarding the use of lesson plans in that program.
- 4. The first-class session is the most important; you set the tone for the dynamics of the classroom, and it is important to establish this on day one. Items you will want to emphasize:
- Let them see that you are organized and efficient; it will go a long way in helping them believe they can learn all of the material in the prescribed time frame.
- Be early, start on time, and end on time. Many of our programs have externships as part of the curriculum, and the class room provides an opportunity to reinforce professional behavior and attitudes.
- Students are clear on the course requirements and learning outcomes
- Students know the expectations of the institution and also the instructor's expectation.
- Explain how you plan to steer the course. How will you integrate the material they are learning with real-life experiences? Are they willing to work in partnership with you so they can be successful?
- Provide some background for your teaching style. Describe ways you will help students with different learning styles adapt to your teaching methods, and ways they may adapt to your style.
- Create a climate of mutual respect. There are no "wrong" or "stupid" questions
- Help them focus on their goals; as to why they are in school, taking this class

Diversity in the classroom creates many opportunities to engage students from all walks of life. Ma king the effort to learn, pronounce correctly and remember students' name validates the presence of that student in your class, helps them overcome cultural or language barriers and lets them know you are there for them.

- 5. Understand common behaviors that students often exhibit in the classroom such as:
 - The class expert
 - The class who doesn't respond
 - A talkative class
 - Students who are unruly
 - Needy students

Recognize negative or distracting behaviors and have a plan to deal with them promptly. Enlist the help of your Program Director when needed. Failure to deal with these behaviors early ultimately leads to dissatisfaction felt by student and teacher alike.

- 6. Keep your students engaged and invested in the process of their education. Techniques to use:
 - Develop directed discussions that allows students to develop critical thinking skills, evaluates their knowledge acquisition, and assess their ability to apply the knowledge.
 - Use students with advance ability to work in groups with students with lesser ability.

It helps both to interact, develops tolerance within the classroom, and engages them

- 7. Revisit instructional goals and learning outcomes. This should be done daily, it allows you to determine if you are on task and if your students are learning.
- 8. Challenge your students regularly and allow opportunities for no-penalty responses (quizzes that don't count, games, etc.).
- 9. Vary your presentation to address the different learning styles; Visual (DVD's, power points, hand-outs), kinesthetic (interactive motor activities, games hands-on), auditory (oral presentation by students or a guest speaker, music, movies, etc.) and other materials as available and necessary.
- 10. Engage and include all students, avoid responding only to the students who are responding to you. It is gratifying and fun to interact with students who want to learn from you, but part of your role is to help other students learn as well.
- 11. Allow time after or before class for individual issues that will otherwise use class time, and enforce it. Keep interactions focused on the class and the student. More complex issues may need Program Director help.
- 12. Bring your passion to your class environment. You are in a unique position to bring excitement for the educational process to your students, allowing them to connect learning to a positive and successful outcome.

Syllabi-Policy and Procedures

A syllabus is the first form of communication between faculty and students, providing detailed information regarding institutional policies, grading and attendance criteria, assignments, faculty expectations of and for the students, and a preview of what the course content will include. The syllabus is an academic contract regarding a specific course; outlining the structure, content, learning outcomes, and objectives for the course.

Policy Regarding Syllabi

To maintain a level of consistency in curriculum and student learning outcomes, each Program Director manages the distribution of syllabi. It is imperative that the information on the syllabus remains intact due to institutional and programmatic accrediting bodies. The course description on the syllabus must identically reflect the course descriptions in the catalog. It is the responsibility of the instructor to distribute a syllabus to each student during the first week of class.

Syllabi preparation

- Cover page to have, program title
- Instructor name, email, address, office hours

- Course #, section, title, meeting days and times, room
- Prerequisites for course
- Description of course
- Course goals & objectives
- Grading standards & criteria
- Policy regarding late assignments
- Required purchases: textbooks / supplies
- Dates for major assignments / exams
- Place, time and date of final examination
- Topics to be covered in sequence with dates
- Reading assignments & dates
- Computer lab assignments
- Skills lab assignments
- Instructional modules
- Absence policy
- Academic honesty
- Student expectations
- Course syllabus must be updated yearly

Team meetings

- Faculty and team meetings prior to start of each course.
- Student / faculty team meeting at conclusion of clinical rotation.
- Ongoing communication with team. Work in conjunction with clinical lab instructors to plan, assemble, implement, and evaluate lab assignments, and student progress.

Identification Cards

All faculty members are required to have a photo identification card. Photos for identification cards are taken between the hours of 8:30 a.m. to 4:30 p.m. Monday through Friday. Nursing faculty are required to wear photo identification during school hours and in all clinical settings.

HIPAA Module

The Health Insurance Portability and Accountability Act (HIPAA) module is required to be completed by students at the beginning of the Nursing Assistant and Practical Nursing programs. The module is located in the skills lab. HIPAA is also reviewed at each clinical facility during student orientation prior to patient care activities.

Textbooks

Desk copies of textbooks are available to all faculty members through publisher representatives. Required and recommended textbooks for each course are listed in course syllabi. Ask the Program Director for book representative contact information. Elsevier will provide you with online access to their texts upon request. Other publishers may offer this service as well.

Food and Drink

Only closed water bottles are allowed in the building and classrooms. Food and drinks are allowed in the lunch room. A faculty refrigerator is available for storage of food and drinks. Coffee is available in the break room.

Office Hours

Minimum office hours per week are 2 hours. Each course you are required to designate your official office hours, by notifying your lead instructor and the Nursing Program administrative assistant. Do not schedule office hours during lecture time when students are unavailable or during regular faculty meeting

times. Please keep standardized office hours whenever possible. Discuss options for faculty office hours with Faculty Mentor.

Socialization

Your mentor will assist you in the socialization process by introducing you to your colleagues and fellow employees. Thereafter; you are encouraged to take an active role in meeting others.

Emergency Procedure

Medical emergencies should be brought to the attention of the day or evening administrator, who will document it in an incident report. All urgent medical emergencies prompt a call to 911 and notification to the front desk in order for them to direct emergency service to the appropriate location. The administrator should contact the family member of the student's choice, or the emergency contact in the student record if the student is unable to communicate their choice. The institution staff members are not to attempt to treat medical emergencies and there is no health center providing health services on campus. If the student refuses to go to the hospital after evaluation by emergency services, this should be noted on the incident report form. The School Director should also be notified. The form is then given to the appropriate personnel to be filed with the student's educational file.

Student alteration incidents which are serious in nature should be handled as follows: Faculty members should be instructed not to intervene, but rather dial 911. The administrator on duty should be notified. Emergency personnel will handle the situation. After emergency personnel have responded, an incident report should be completed by faculty member and filed with the student's educational file.

Student Evaluation of Faculty Effectiveness

The Program Director/School Director administers a student evaluation of instructors thirty (30) days and every six (6) months. This survey focuses on classroom efficiency, instructor helpfulness, satisfaction with the training offered and textbooks and supplies. The results of the survey are discussed with the instructor.

It is evident that the survey serves two purposes:

- Fulfill the institution's obligation to provide the best instruction possible through regular assessment.
- Signals the student that the institution respects their input and does not let an issue affecting their progress go unnoticed by administration.

Review Student evaluation with Instructors

Embedded and evident in the Institution's mission is the paramount importance of student satisfaction and success. The institution schedules student evaluations of educational effectiveness three times a year and uses these evaluations to improve student/instructor interaction, instructional methodology, facility resources, and student retention.

VI. Classroom Orientation & Management

Retention, Storage and Disposal of Graded Student Module Documents

Instructors are required to retain all graded quizzes, tests, final exams as well as required competencies and work product for each student every module. All documents must include the students first and last name, date, and student program. Graded documents may be distributed and reviewed by students. Faculty should ensure that these documents are returned to them on the same day.

Quiz, Tests, Final Exams, Competencies and Work Product should be kept for six (6) months after the date of the assessment. Competencies are kept until after the student graduates in a loose-leaf binder alphabetically by start date in a secure area. The documents should then be shredded to maintain security.

Classroom Orientation

- Use of classroom computer for instruction
- Use of AV equipment computer, projector, remote
- Food/beverage restrictions

Attendance

The institution observes the following general policy as stated in the Student Handbook:

Class attendance, promptness, and participation are important factors in a student's academic success. The institution emphasizes the need to attend classes regularly and on time. Students are expected to attend all scheduled classes or labs. Attending classes is the responsibility and commitment of the student. Each faculty member notifies students at the beginning of the module of the attendance policy and course requirements in the course syllabus. These policies are the criteria for assessment and evaluation. Excessive absences and tardiness may result in a lower grade, dismissal from class, or a class failure. Any student who is absent fourteen consecutive days will be withdrawn from the school. Students who are dismissed for attendance may be remitted no sooner than the next course with approval from the School Director.

Individual instructors outline the specified course attendance requirements within each syllabus. Daily attendance is recorded by course instructors, using the individual campus procedure.

- Obtain a Positive Attendance roster if applicable
- Obtain a class roster from faculty. Accurate attendance records and rosters are critical.
- As applicable discuss, with Faculty Mentor, sign-in sheet, Census Report, and other attendance forms.
- First class meeting attendance policy (classroom / clinical)

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 62 of 1026

Evaluation / Grading policies

- Student Evaluation Tool faculty consistency
- Critical Elements
- Clinical Remediation \rightarrow Probation \rightarrow Dismissal
- Advisement Flow Sheet form
- Grading methodology / protect student confidentiality
- Review / Make-up exam policy
- Final exams

Text Book Ordering

- If you work on a team, textbook decisions are a team/program decision.
- Be sure that you have the latest edition of your text book.
- If a new edition of a textbook is coming out a few weeks before a course starts, it is recommended that you use the older edition (it is not uncommon for anticipated publication dates to be postponed).
- Keep course books in division office current

Organization / Time management

- Discuss with Faculty Mentor techniques to organize time
- Develop methods to manage paper work such as faculty mail, student papers, etc.

Miscellaneous Instructional Procedures

- Class schedule policy
- Faculty late for class
- Faculty substitutes
- Unusual occurrence forms
- Disaster preparedness information

VII. Skills Lab Orientation

Skills Lab/Computer Lab

These labs are areas for students to practice psychomotor skills & critical thinking abilities on manikins. Students who are having issues with psychomotor skills, medication administration, pathophysiology, & concept maps can be referred to the Skills Lab for practice & remediation. Faculty may also use the Skills Lab to update their own professional knowledge & skills.

Referral Form

- A Skills Lab Referral form may be used for 2 purposes.
- The form is used to refer students for further practice in the Skills Lab. The form should indicate to the student & the SL Coordinator specific identified learning needs related to skill performance or difficulty with Concept Mapping or nursing process.
- The form is also used for clinical make-up time for a student missing clinical hours (whether it be an entire clinical day or a portion thereof).
- When the Skills Lab Referral is written for clinical make-up hours, the student needs to complete these hours before the end of the current course or as directed by the clinical instructor.
- Once the remediation has been completed, the SL Coordinator will return the form to the appropriate faculty member.

Equipment, Manikins, & Supplies

- Instructors needing specific supplies or equipment should send a written request to the SL Coordinator at least 48 hours in advance of the time needed. Any special needs or instructions should be included in the written request.
- Student supplies for specific classes will be ordered & managed by the SL Coordinator.

Sharps Policy

- Sharps are to be disposed of in the red sharps containers.
- Supplies with needles may not be taken home by students.
- The SL Assistant works under the direction of the SL Coordinator.

VIII. Clinical Orientation

Clinical Orientation

Clinical instructors & nursing students are expected to maintain all legal & ethical parameters of the nursing profession in caring for patients.

The number of program faculty members equals at least one faculty member directly supervising every 12 students unless the written agreement between the program and the agency, facility, or organization providing clinical training sites allows more students, not to exceed 18 students, to be directly supervised by one program faculty member.

For a hospital setting, indirect supervision may occur only if there is direct supervision by assigned clinical preceptor, a supervising program faculty member is available by telephone, and such arrangement is approved by the clinical facility.

For community-based clinical experiences that involve student participation in invasive or complex nursing activities, students must be directly supervised by a program faculty member

or clinical preceptor and such arrangement must be approved by the community-based clinical facility.

General Responsibilities of Clinical Instructors

- Obtain a student roster for each class assigned.
- Make certain that a student list is given to the designated person at the clinical facility.
- Arrange an orientation at the clinical facility for the students after first orienting oneself. Additional time may be required to learn the computer documentation system.
- Comply with established guidelines for clinical hours & conference times.
- Keep the appropriate Team Leader apprised of any problem with the clinical facility or its personnel.
- Complete an Incident Report form for appropriate situations
- Counsel students having difficulty meeting course objectives & document supporting information on an Advisement Flow Sheet as needed. Notify lead instructor.

Guidelines for Clinical Instructors

- Plan & organize clinical laboratory learning experiences & select appropriate instructional aids & materials for the achievement of student learning.
- Assist in reviewing course content & course description, & in formulating the course overview & course objectives.
- A binder that includes course objectives and rotation schedule must be available on each unit
- Develop clinical lab rotation schedules, distribute to students, & post in appropriate areas of the clinical facilities.
- Assist in review of texts, audiovisual materials, & pertinent literature used in course content & lab sessions.
- Assist in developing & refining tools for measurement of student learning in the clinical setting.
- Evaluate student performance in the clinical setting. Conference with the student & provide written evaluation of performance as necessary & at the end of the clinical rotation. Document any eventful incidence occurring during performance of patient care.
- Determine the final clinical grade based on a pass/fail basis. Note: the assigned clinical letter grade is the same as the assigned lecture grade
- Establish & maintain effective working relationships with staff personnel in clinical facilities.
- Adhere to the philosophy, objectives, policies, procedures, & standards for the Margate Medical Training Center.

Faculty RN/LPN license, CPR card, & TB Skin Test

- All clinical faculty must maintain a clear and active Florida Nursing License with a current copy on file.
- All clinical faculty must have a current CPR card for Health Care Provider (HCP) from the American Heart Association (AHA) with a current copy on file.
- CPR cards are to be renewed every two (2) years.
- If a faculty is a current AHA CPR instructor, a current CPR instructor card supersedes the need for a regular HCP CPR card.
- Proof of a tuberculin (TB) skin test is required annually with a current copy on file.
- A clinical receptor is required when supervising students in a professional nursing education program. The clinical receptor must be a registered nurse if supervising students in a practical nursing education program.

Faculty Dress Code & Identification for Clinical

- All clinical instructors are expected to be neat, clean, & professional in appearance. Instructors serve as role models & should meet professional standards.
- A picture identification badge identifying each instructor as a Margate Medical Training Center instructor is to be worn. Clarify that the badge needs to clearly state "Nursing Faculty", & that it needs a hole in the top for a clip. Facilities may require additional identification.
- Lab coats or uniforms are to be worn (facility policy will supersede institution policy). If lab coats are worn, the clothing worn should be of a tailored nature & subdued in color.
- Hair should be professional looking. Make up is expected to be subdued.
- Nail polish, if worn, is to be in good repair & of a pale color. Acrylic nails are not allowed by many clinical agencies & therefore cannot be worn by faculty.
- Jewelry should be limited to a wrist watch, wedding ring, & 1 pair of stud earrings.
- Shoes must be closed toe & heel. Hose should be in natural colors.
- Tattoos must be covered while in the clinical setting.

The clinical area of assignment will dictate the appropriate uniform. Any questions related to dress code for a particular clinical area should be addressed to the appropriate Team Leader.

Faculty Cell Phones

- A cell phone for clinical may be used if the clinical agency site allows cell phones.
- The student may need to contact the instructor to inform them of illness or situations that preclude them from attending clinical.
- The instructor needs to specify to their clinical group the appropriate days of the week & times students may contact them via cell phone.
- Faculty should not share personal information such as home phone numbers with students.

Clinical Attendance

Regular attendance in the clinical lab is necessary for students to meet the stated clinical objectives of the nursing program & in order to receive a passing grade. Clinical absences may make it impossible for a student to meet clinical course objectives.

Student attendance at clinical site orientation day(s) is mandatory before entering the clinical setting. This includes required computer training.

Students are required to attend all clinical/lab sessions. A clinical absence will consist of being late for a total of 45 or more minutes or being absent for an entire clinical assignment. If a student is late more than once which totals 45 minutes they will be required to complete a clinical make-up day. A clinical absence or tardiness resulting in an absence will be noted on their evaluation and they will be counseled related to this behavior.

If a student is absent for any reason, including tardiness, the lead Instructor and their clinical instructor will determine the outcome of the absence. The student's progress towards and ability to meet all clinical objectives will be reviewed and an appropriate make-up will be assigned.

Students who are absent more than 2 days will be advised to request a withdrawal or leave of absence.

Clinical tardiness will consist of being late 1-15 minutes. Tardiness will be noted on the student's clinical evaluation and counseling by the clinical instructor will be performed.

If you will be late or absent for a clinical experience the student MUST notify their clinical instructor at least 15 minutes prior to the beginning of the shift. Failure to notify their instructor in a timely fashion will constitute a NO CALL -NO SHOW absence and will be reviewed for possible clinical failure.

It is the student's responsibility to contact their clinical instructor and lead instructor within 7 days of an absence to determine the outcome of the absence. Failure to do so may result in a clinical failure.

Clinical Pre-Planning & Required Forms

- Margate Medical Training Center requires a clinical pre-planning meeting between • the clinical instructor & the designated facility representative.
- The pre-planning meeting allows the faculty & facility representative to confirm dates • & times, levels of students, and units for student use. The discussion also includes specific orientation needs, any changes in facility or institution policies & procedures, & expectations for faculty, students, and hospital staff.
- A Student Profile form to facilitate documentation that clinical agency requirements • have been met by the assigned nursing students. These requirements include current

CPR cards, health testing, orientation to facility, HIPAA training, confidentiality, & specific orientation topics.

- The Student Profile form is completed by the clinical instructor and submitted to the facility.
- The clinical instructor should check with the Team Leader to determine the appropriate contact person for the assigned facility.
- Contact must be made at least 2-3 weeks prior to the beginning of the clinical start date.

Clinical Room Reservations - Orientation, Conferences

- Clinical facility room reservation requests should be made as early as possible as most facilities are impacted with many groups.
- Requests with dates & times of orientation & post conferences are usually submitted early to the Education Dept. or Professional Development Dept. of the hospital or clinical site.
- Instructors should consider that clinical orientation may also require lengthy hospital computer training as scheduled by the facility.

Clinical Site Orientation – General

- Clinical faculty & students go to the individual clinical facilities for hospital orientation.
- The instructor orients the students to the clinical agency specific policies, procedures, documentation systems, & clinical rotation schedule.
- The faculty member, based on pre-planning, assigns the students to rotate through the various units of the clinical facility. The number of students on a unit is determined by the facility, the faculty, & the needs of the students. The faculty can alter the rotation schedule at anytime based on student needs/issues, hospital needs/requirements, patient census, & student experiences.
- Any changes in the student rotation schedule must be shared with the facility & the students.

Clinical Site Orientation – Faculty

- Clinical faculty orientation to specific facilities or units will be done based on the clinical assignment & needs of the faculty member.
- A thorough orientation to a clinical facility may be given by a full-time faculty member who is familiar with the facility, its policies & staff.
- Unit specific orientation can be arranged through the unit manager or educator of the clinical facility.
- Some orientation materials may be available through the hospital education department.
- Meetings between the Team Leader & the clinical lab instructors should be held prior to the start of each rotation to discuss the required objectives of the specific course. All instructors should coordinate their teaching plans to ensure all objectives are covered.

Clinical Orientation – Students

- Clinical faculty should contact their student group ahead of time to give instructions for the 1st clinical day. Clinical site directions & meeting time & room should be included along with what to bring.
- The faculty orients the students to the clinical course expectations as stated in the course syllabus & clinical evaluation tools.
- Proper student dress code for the clinical rotation is explained & observed according to the student dress code policy in the student handbook.
- The faculty confirms that all the students have current 2 years AHA HCP CPR cards.
- Remind the students they are not to receive personal phone calls while on duty in the clinical setting. If an emergency call is necessary, the call is to be directed to the clinical instructor who will locate the student.
- Cell phones are not permitted in most clinical facilities.
- Any student who is not in compliance with the Margate Medical Training Center program clinical policies cannot go into patient care areas & thus cannot attend clinical.

Clinical Rotation Notebooks

- The clinical faculty will provide a Clinical Rotation notebook for each nursing unit that will have students assigned.
- The clinical notebook should contain sections for the clinical rotation schedule, the clinical course & unit specific objectives, patient assignment sheets (spaces for student names, patient room & names, diagnoses), & any other documents helpful for the units.
- The clinical rotation schedule & patient assignment sheets should include the course name & the instructor's name & phone number. Discuss with the Team Leader for sample clinical rotation schedules.
- The clinical notebook must be kept available on the nursing unit for the duration of the clinical rotation, & the patient assignment sheets must be completed & kept up to date by the students.
- All clinical notebooks should be kept current by each faculty for their assigned days & times on the nursing units. They are removed from the facility at the end of each rotation.
- Facilities may also request that a notebook with the above information along with Margate Medical Training Center Student Profile form, & any required orientation/competency tests be kept in the facility education department.

Pre-Conferences & Post-Conferences

- As appropriate, pre-conferences may be a good time to connect with students before they report to their assigned units, & also to check attendance & tardiness.
- Student lateness needs to be addressed when it occurs.
- Other activities for pre-clinical meeting depend on the course needs such as checking completion of paperwork & discussing daily objectives.

- Post-conferences are 1 to 2 hours in length depending on the specific type of clinical schedule. Two day clinical labs usually have 1-1 ½ hour post conferences, & one day clinical labs usually have 2-hour post conferences.
- Faculty use this time to discuss events occurring during the clinical experience, & students can discuss patient care situations. No new material can be taught in post-conference.
- However, if topics have been covered in theory class, these topics can be discussed in post conference, possibly using examples of patients cared for that day.

Clinical Evaluation Tools

- Clinical evaluations will be completed at least once during each clinical course, usually at final evaluation periods.
- The clinical instructor should follow the guidelines for clinical evaluation tools for their assigned course.
- Clinical evaluation tools also usually include Skills Checklists & Patient Care Profiles specific to each rotation.
- Clinical evaluations should reflect positive accomplishments as well as any identified areas needing improvement.
- The final evaluation tool should include the final course letter grade & percentage.
- During final evaluation meetings, the student & the clinical instructor discusses the written evaluation tools &, if in agreement, both sign the documents in the appropriate spaces.
- At rotation end, the clinical instructor is responsible for assuring completion of & collection of the clinical evaluation tool packet for each of their clinical students.
- At program end, all of the clinical final evaluation tools are submitted for the student files.
- Accurate & progressive documentation of student behaviors is essential. Clinical instructors should use a method for keeping anecdotal notes in the clinical setting to help them keep track of both positive & negative student occurrences. Discuss types of methods with the Team Leader or other team faculty.
- Be fair & objective in your evaluative process. If you have a student who is not passing clinical you MUST discuss it first with your Team Leader &/or Program Director.

Clinical Grading

- Students requiring improvement should be counseled using an Advisement Flowsheet form. A written plan should be developed which includes a time frame for improvement. Typically the students are given two weeks to improve, however, there are exceptions when immediate improvement is required.
- Students who require skills remediation are referred to the Skills Lab Instructor and a Skills Lab Remediation form should be completed.
- Clinical courses are graded on a pass/fail basis by only the clinical instructor.
- At rotation end, the clinical instructor will also submit a letter grade for each clinical student that coincides with the final letter grade the student achieved in theory.
- An unsatisfactory failure in a clinical lab results in failure of the corresponding theory course. In addition, the student and the clinical instructor must schedule a meeting with the Director of Nursing.

• Clinical grades and Positive Attendance should be submitted to Admissions and Records by the required date.

Emergency Care in the Clinical Setting

In the event a student requires emergency treatment, the affiliate will provide such treatment according to the conditions of the affiliation agreement between the College and the hospital/affiliate. The affiliate RESERVES THE RIGHT TO BILL THE STUDENT for such emergency treatment. The student is LIABLE for any medical expenses incurred in the clinical setting from any emergency medical treatment administered. If an injury/illness occurs on school premises and results in a medical emergency the student will be asked to seek medical care to a nearest hospital emergency department. If a student is Liable for any costs incurred in the incident. In non-emergency situations, the student will be asked to seek medical care through their personal health care provider. Under no circumstances is the nursing faculty or other nursing students to render medical care utilizing their professional licenses of experience. Actions taken to provide first aid or as a first responder are shielded by the "Good Samaritan" laws". These steps may be attempted in good faith while awaiting the arrival of the emergency medical services.

Student Issues

- Student issues can vary in severity & content. All need to be addressed immediately by faculty.
- All issues should be documented not only to protect the faculty, but also to place importance on the event for the student.
- Written documentation by the clinical instructor is necessary to validate student behavior. It is highly recommended that faculty use anecdotal notes to document student problems with behavior or with a specific clinical objective.
- Student issues include such things as inappropriate dress, communication problems, & unprofessional behaviors directed at faculty, staff, patients, and/or other students. Other issues may be patient safety, patient care, & obvious lack of theoretical knowledge &/or application of theory to clinical.
- Sometimes student issues are generated because of personal problems the student may be experiencing. If this occurs, refer the student to the Institution Student Health Center which can also refer to counseling services.
- The appropriate written documentation form to use for documentation is the Advisement Flowsheet form.

Academic Advisement and Notice of Unsatisfactory Performance

- An Academic Advisement form is used to document student behaviors.
- If the student is performing unsatisfactorily in theory or clinical, this should be indicated on the form. Additional documentation should be included to describe the situation.
- Along with documentation, a plan of action should be indicated along with a time frame for when stated requirements must be completed.

- These behaviors may be related to poor performance & not meeting course & program objectives and may include the following:
 - Placing a patient in physical and/or emotional jeopardy
 - o Failure to demonstrate competence
 - o Gross negligence
- If a faculty member is unsure whether or not the student behavior necessitates an Unsatisfactory, they should confer with their Team Leader, Assistant Director, or Director of the Nursing Program.
- Notify nursing director regarding any student who receives more than 1 unsatisfactory or who is at risk for failing

•

Orientation Checklist

Instructions: Please initial and date when each activity has been completed

Date Mentor Initials	Activity
	 General Campus Orientation Orientation materials Orientation Meetings Campus tour
	Department Orientation Environment Philosophy of nursing program Faculty Evaluation Resources Faculty meetings/required activities Social activities Resource people Scheduling/Room Reservations Department Forms
	 Orientation Modules reviewed/completed Strategies for Teaching Clinical Nursing (CD) (Available from nursing director) Strategies for Student Success (CD) Clinical Teaching DVD
	 Communication Systems cell phone Reporting need for personal time/absence
	 Teaching Orientation/Professional Development Faculty responsibilities/expectations Orientation resources Conferences Recommended reading/books available Curriculum process/Syllabus development CPR requirements / opportunities to renew

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 73 of 1026

[······	1
	Classroom Orientation
	 Use of computer for instruction
	Use of video projector/other AV equipment
	 Scantron options for tests
	Identifying CD/ Video that would apply to your class
	Procedure for viewing and evaluating CD and Video
	Free preview policy
	Locks and lights
	Classroom Management
	◆ Attendance
	 Attendance Evaluation/Grading policies
	 Evaluation/Grading policies Exams
	 Data collection for program outcomes
	 Data conection for program outcomes Coaching/Counseling/Student Success Strategies
	 Coaching/Counsening/Student Success Strategies Classroom Environment
	 Text Book Ordering Operation (Time and the first second seco
а. С. С. С	 Organization/Time management Organization for a strain day of a stra
	 Grade/ Student/Positive Attendance submission guidelines
	Skills Lab Orientation
	 Binder (supplies, scenarios)
	 Equipment/Mannequins
	 Discuss policies related to student supplies
	 Discuss poncies related to statistic supplies Discuss computer use policies for faculty and students
	 Critical elements for skills
	 Policies for sharps
	 Foncies for sharps Skills lab assignment
	 Opening and Closing the Lab Skills Checklist
	Policy for Injury
	Skills lab supply ordering
	Clinical Orientation
	 Meet with lead instructor
	 Identify contact person for orientation
	Pagers/Cell Phones
	Hospital orientation
	 Provide documentation of student information per facility policy
	 Make room reservations
	 Student assignment grid for students and facilities
	 Mail clinical objectives and skills list to facility
1	 Clinical Objectives need to be posted on the unit
	Faculty Competency of skill schedule in-service time for yourself

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 74 of 1026

 Staff communication and Staff Meetings (as needed) Public relations with facility/Feedback from staff Post-conference activities

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 75 of 1026

CHECK-LIST OF COURSE NURSING REPORT COURSE:

	COURSE:	
ITEM	DATE SUBMITTED	NOTES
Due at the beginning of the course		
Clinical Assignment Schedule (due first week of clinical)		
Office Hours		
Copy of Course Syllabus (due during flex week – if changed)		
*Pre-planning minutes		
*Team Meeting Minutes (include – student evaluations, critical thinking, cultural competence, exams - due		
end of course)	1	·
Due at the end of the course		
Textbook order – per bookstore per Lead Instructor		
Student Grade Rosters (due one/two weeks from end of course		
Student Attendance Rosters (Positive Attendance) if applicable (due one/two weeks from end of course		
Course Summary Report - Lead faculty (due at last faculty meeting)		
STUDENT Clinical Evaluation		
End of the course Activities		
Annual Library Reference Review (Coordinated with team leader.)		

Course Number

Date

Margate Medical Training Center Nursing Program Counseling Flow Sheet

Student:	Date:	Year:
Course:	Clinical:	Theory:
Instructor:		
Advisement	Unsatisfactory Performan	nce

Theory- Area of Concern:

Low Test Scores

Other

Clinical	Critical	
	Objectives	Describe behaviors indicating that Clinical is not being met
1. Nursing Process		
• Critical Thinking		
 Judgment 		
Clinical		
Preparation		
2. Safety		
• Clinical Skills		
3. Communication		
• Written/verbal		
4. Professional Role		
Responsibility		
 Accountability 		
Attendance		

Recommendations.	Referrar to, Director/Ass		
	Counseling Services:	Mentor Program:	Skills/Computer lab:
Reading	Academic	(strategies)	Skills Practice
Program	Health Center	Test Taking	Testing
U	Assertiveness	Study Skills	Remediation
	Training	Time Management	Computer Practice
	Anger Management	Tutoring	
	Conflict Resolution		Area(s) of concern:
	Confidence Building		
	Other		
Writing Lab	Special Services		Financial Assistance
	Experience in	Independent	Career Services
	health related field	Studies	
Other:			

Plan for Improvement: (i.e. student must demonstrate by _____ (date)

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 77 of 1026

I agree to complete recommended actions and meet with my instructor with verification upon completion. Student Signature:	Student Comments:	
completion. Student Signature:Date:Date:		
Faculty Signature:Date:Date:Date:		ith my instructor with verification upon
Phone number of Student	Faculty Signature:	Date:
Phone number of Student		
Name of Faculty referring student	Name of Student	
Date of ReferralArea of Concern: Please describe in detail what type of problem the student has been having:	Phone number of Student	
Area of Concern: Please describe in detail what type of problem the student has been having:	Name of Faculty referring student	
Skills Lab Instructor Feedback: Date student remediated: Outcome or recommendations of review:	Date of Referral	
Skills Lab Instructor Feedback: Date student remediated: Outcome or recommendations of review:		-
Skills Lab Instructor Feedback: Date student remediated: Outcome or recommendations of review:		
Skills Lab Instructor Feedback: Date student remediated: Outcome or recommendations of review:	· · · · · · · · · · · · · · · · · · ·	
Date student remediated: Outcome or recommendations of review:		
Date student remediated: Outcome or recommendations of review:		
Date student remediated: Outcome or recommendations of review:		
Outcome or recommendations of review:	Skills Lab Instructor Feedback:	
	Date student remediated:	
Skills Lab Instructor:	Outcome or recommendations of review:	
Skills Lab Instructor:		
Skills Lab Instructor:		
Skills Lab Instructor:		
	Skills Lab Instructor:	

MARGATE MEDICAL TRAINING CENTER AGENCY-INSTITUTION PRE-PLANNING SUMMARY

Program:	Practical Nursing
Date:	

Course Number and Title: Facility:

Agency Personnel:

Margate Medical Training Center Faculty:

PRE-PLANNING

Course Goals as Specified on Course Outline:

- 1. For the moderately complex medical-surgical patient:
- 2. Demonstrate safe performance of intermediate nursing skills & understanding of principles.
- 3. Utilize interpersonal & written communication skills to coordinate nursing care.
- 4. Evaluate patient care based on individual differences within cultural groups.
- 5. Assess the developmental level & utilize developmental theory in planning care.
- 6. Utilize the nursing process to implement delivery of safe care for the patient & their families.
- 7. Utilize the nursing process & teaching-learning theory to provide health teaching.
- 8. Utilize principles of illness prevention, health promotion, & restorative care in planning care.
- 9. Utilize principles of time mgt., organization & priority setting in providing nursing care.
- 10. Assume responsibility & accountability for own actions as defined by the institution & hospital policies & regulations.
- 11. Complete, to mastery, patient care work-ups & clinical assignments.

Plans for Provision of Student Experiences

Course Dates:	Clinical Days:
Conference Hours:	Conference Room Available:
Instructor Assigned:	Number of Students:
Locker Room Location:	Parking:
Dining Room Arrangements:	
Student Reporting Tardiness or Absences:	
Office phone:	

Submitted by:

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 79 of 1026



HEALTH CAREER INSTITUTE

August 20, 2018

Dear Ms. Sutton-Johnson,

In response to the letter of findings dated July 9, 2018, we appreciate the opportunity to respond to your request for additional information supporting our proposed programs compliance in meeting Statutes.

- The application fails to demonstrate compliance with clinical training as outlined in statute. There is no clinical agreement with a nursing home in order to provide long term care clinical experiences. Assisted Living Facilities and clinics are not acceptable long term care clinical settings.
 - a. The revised chart **(Appendix D)** present affiliations which include Darcy Hall of Life Care. This facility meets the "long term care" clinical experience requirement.
 - b. The Affiliation Agreement chart has been revised (Appendix D), and all relevant affiliation agreements have been attached as Appendix E.

Again, thank you for the opportunity to review our application and provide additional supporting information to demonstrate compliance.

Sincerely,

Dawn Callaghan-Lopater Dawn Callahan-Lopater, MSN, RN Interim Program Director Interim Program Director



APPENDIX D. **Clinical Training**

D. Clinical Training Sites: s. 464.019(1)(f)(g), F.S.

1. List all facilities that the students will use for clinical training.

Name of Clinical Facility	Location	Clinical Services Utilized	Number of Students	Number of Program Faculty
Traditions Hospital/Martin	200 SE Hospital	Pediatrics,	10 per rotation	1:10
Memorial Health System Inc.	Ave.	Obstetrics,		
	Stuart, FL 34995	Medical,		
		Surgical,		
		Geriatrics		
		Acute Care		
Lakeside Medical Center	39200 Hooker	Pediatrics,	10 per rotation	1:10
	Highway	Obstetrics,		
	Belle Grade, FL	Medical,		
	33430	Surgical,		
		Mental Health		
		Geriatrics		
		Acute Care		
Darcy Hall of Life Care	2170 Palm Beach	Geriatrics,	8 per	1:8
	Lakes Blvd.	Medical,	rotation	
	West Palm Beach,	Surgical, Long		
	FL 33409	Term Care		

*add additional rows if necessary

Page 5 of 6

2. List all community-based clinical experience sites.

Name of Community-based Experience	Location	Clinical Services Utilized	Number of Students	Program Faculty
Community Health Center	2100 W45th St. Suite A8/9 West Palm Beach, FL 33409	Obstetrics, Medical, Mental Health, Community	3 Per Rotation	1:3
Advent Square	4798 N. Dixie Hwy Boca Raton, FL 33431	Medical, Surgical, Geriatrics, Mental Health, Subacute Care	3 Per Rotation	1:3
Dr. Tomaselli Center	2151 45 th St. #301 West Palm Beach, FL 33407	Obstetrics and Gynecology	1 Per Rotation	1.1
BIOAGEMD Dr. Dadurin	320 S. Quadrille Blvd. West Palm Beach, FL 33401	Medical, Surgical	1 Per Rotation	1:1
Brain & Spine Institute	5 Harrard Circle, Suite 104 West Palm Beach, FL 33409	Medical, Surgical, Geriatrics	1 Per Rotation	1.2
The Mission of Palm Springs, Inc.	3300 10th Ave North Palm Springs, FL 33461	Medical, Surgical, Geriatrics, Mental Health, Subacute Care	12 per rotation	1:12
South County Mental Health	16158 S. Military Trail Delray Beach, FL 33484	Mental Health	12 per rotation	1:12
The Cabana at Jensen Dunes	1537 NE Cedar St. Jensen Beach, FL 34957	Medical, Surgical, Geriatrics, Mental Health, Subacute Care	12 per rotation	1:12

Facility Level

EDUCATIONAL INSTITUTION AFFILIATION AGREEMENT

This Educational Institution Affiliation Agreement ("Agreement") is by and between Health Career Institute, LLC ("Educational Institution") and Darcy Hall of Life Care ("Facility"), dated as of the 12th day of April, 2018 ("Effective Date").

RECITALS

A. Educational Institution desires that certain of its students, and when appropriate, certain of its faculty members ("Faculty") be permitted to visit and utilize the premises of a longterm care nursing facility to afford such students and Faculty the opportunity to engage in practical learning and clinical experiences in gerontology and related disciplines;

Β. Facility, a skilled nursing facility licensed by the state in which it does business, recognizes the need for expansion of the educational development of health professionals, and desires to make its premises available for such purposes;

С. Educational Institution and Facility (collectively "parties") desire to affiliate for the purpose of improving care provided to Facility residents and providing practical learning and clinical experiences in gerontology and related disciplines for students and Faculty of Educational Institution.

NOW THEREFORE, it is understood and agreed upon by the parties as follows:

1. Term. This Agreement shall be effective for the period beginning the Effective Date for a term of one (1) year and thereafter shall be renewed automatically for successive periods of one (1) year, unless otherwise terminated as provided herein. Notwithstanding the forgoing, this Agreement may be terminated by either party with or without cause by giving a thirty (30) day written notice to the other party of its intention to so terminate this Agreement.

In the event this Agreement is not renewed for a subsequent term or is otherwise terminated as contemplated herein, students of Educational Institution who are participating in the clinical learning experiences at Facility at the time of termination shall be allowed to complete such clinical learning experience at Facility for the then current school semester under the terms and conditions herein set forth.

2. Educational Institution agrees to:

a. Plan and determine the adequacy of the educational experience of its students in theoretical training, basic skills in the provision of health care, professional ethics, attitude and behavior, and assign to Facility only those students who have satisfactorily completed the prerequisites of Educational Institution's program prior to clinical assignment.

b. Maintain general liability insurance with limits of not less than \$1,000,000 per occurrence and professional liability insurance with limits of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate and, if applicable, maintain worker's compensation coverage in the amount required by law. Educational Institution shall provide Facility, upon execution of this Agreement and on request thereafter, certificates of insurance evidencing such coverage, attached

APPROVED FOR USE AS OF 1/1/2018



Page 1 of 11

hereto as Exhibit A. Educational Institution shall provide Facility with a thirty (30) day notice prior to any change in the coverage required herein.

Require students to carry health insurance effective for the duration of the c. student's clinical assignment at Facility. If a student is injured or becomes ill while at Facility, he or she may seek medical care and treatment, but is personally responsible for the cost. Neither Facility nor Educational Institution provides accident or health insurance for students.

d. Designate a member of Faculty to coordinate the program with a designated member of Facility's staff. This assignment shall include on-site visits when practical and the continuing exchange of information as requested by either party.

e. Provide Facility with the names, TB test results, and other pertinent information about each student to be assigned to Facility at least four (4) weeks prior to the date on which a student's clinical assignment at Facility will begin.

f. Provide Facility with advance notice of its intention to remove a student from any clinical assignment at Facility.

Complete a background search for each student assigned to Facility prior to g. student beginning clinical assignment at Facility. Background searches not required for students under eighteen (18) years of age. Disclose to Facility, prior to the clinical assignment of any student to Facility, knowledge that any student to be assigned to Facility has been convicted of or entered a plea of guilty, nolo contendere, or an "Alford plea" with respect to any felony, any misdemeanor conviction within the last seven (7) years or any crime against a dependent population, specifically including but not limited to, elder abuse, child abuse or child molestation.

h. At the written request of Facility, remove from Facility any student who, in the sole and absolute discretion of Facility, has performed unsatisfactorily or whose behavior or activities are inappropriate or detrimental to Facility's provision of health care to its residents or that are contrary to the objectives of this Agreement. Requests for such removal of a student must be provided in writing and contain a statement of facts supporting such request by Facility.

i. Direct its students to comply with the administrative policies and procedures, standards and practices of Facility, including those governing the use and disclosure of individually identifiable health information under federal law pursuant to the Standards for Privacy of Individually Identifiable Health Information, ("Privacy Rule") implemented under the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 ("HIPAA"). Educational Institution will insure that each student signs and delivers to Facility prior to the beginning of the clinical assignment a copy of the form "Confidentiality Understanding" (a sample of which is attached hereto as Exhibit B) and the form "Life Care Centers of America, Inc.'s Drug and Alcohol Policy" (a sample of which is attached hereto as Exhibit C).

3. Facility agrees to:

Designate a member of its staff to coordinate this program and function as a. clinical supervisor with Educational Institution's designated coordinator, Jointly, Facility and

APPROVED FOR USE AS OF 1/1/2018



Educational Institution shall develop objectives, methods of instruction, and other details of the full clinical experience contemplated by this Agreement.

b. Make available to assigned students appropriate equipment and supplies in order to provide supervised clinical educational experiences. Such accommodations shall include an environment conducive to the learning process that conforms to Facility's customary practices and procedures.

Permit Educational Institution's students to perform services for Facility c. residents only when under the direct supervision of a registered, licensed or certified Facility caregiver licensed in the discipline in which supervision is to be provided. Students shall work, perform assignments, participate in rounds, clinics, staff meetings, and in-service education programs at the discretion of supervisors designated by Facility.

d. Remind students they remain subject to the authority, policies, and regulations imposed by Educational Institution. During periods of clinical assignment and while at Facility, students shall also be subject to all standards, rules, regulations, and administrative practices and policies of Facility.

Retain ultimate responsibility for the provision of all services provided to e. Facility residents.

f. Maintain general and professional liability insurance with limits of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate. Facility shall provide Educational Institution with a thirty (30) day notice prior to any change in the coverage required herein.

Non-Discrimination. Neither party to this Agreement shall discriminate with respect 4. to any aspect of this Agreement, on the basis of race, color, sex, age, religion, national origin, or handicap.

5. Indemnification. Each party shall be responsible for any and all costs, damages, claims, liabilities or judgments which arise as a result of the negligence or intentional wrongdoing of its employees or other agents (collectively "Party"). Any costs, including reasonable attorney's fees, for damages, claims, liabilities or judgments incurred at any time by one Party as a result of the other Party's negligence or intentional wrongdoing, or failure to perform any obligation undertaken or covenant made in this Agreement shall be paid for, or reimbursed by, the other Party.

6. Confidential Information. Educational Institution acknowledges and agrees that the systems, methods, procedures, written materials and controls employed by Facility in the performance of this Agreement (i) are confidential and proprietary in nature, (ii) shall always remain the property of Facility and (iii) shall not at any time in the future be disclosed to any third parties or utilized, distributed, or copied or otherwise used by Educational Institution or its Faculty, employees, agents or students in any manner whatsoever without the express written consent of Facility. Upon termination of this Agreement, Educational Institution shall promptly deliver to Facility all Confidential Information in the possession of Educational Institution or its employees, agents, students or volunteers.

APPROVED FOR USE AS OF 1/1/2018



7. Notices. Any notices or other communication permitted or required by this Agreement shall be in writing and shall be effective by personal delivery or by certified mail postage prepaid, to the other party at the following address:

If to Facility: Darcy Hall of Life Care Attn: Executive Director 2170 Palm Beach Lakes Blvd. West Palm Beach, FL 33409-6602

If to Educational Institution: Health Career Institute, LLC 1764 N. Congress Avenue West Palm Beach, FL 33409

with copy to LCCA: Life Care Centers of America, Inc. Attn: Legal Services 3001 Keith Street NW Cleveland, TN 37312

Any notice mailed in compliance with this section shall be deemed to have been given upon the earlier of receipt or three (3) days after deposit, except that notice of change of address shall not be deemed effective until actual receipt by the intended recipient.

8. Miscellaneous.

The invalidity or unenforceability of any provision of this Agreement will not a. affect the validity or enforceability of any other provision.

b. No waiver of a breach of any provision of this Agreement will be construed to be a waiver of any other breach of this Agreement, whether of a similar or dissimilar nature.

Any provisions of this Agreement creating obligations extending beyond the c. term of this Agreement will survive the expiration or termination of this Agreement, regardless of the reason for such termination.

d. Any amendments to this Agreement will be effective only if in writing and signed by the parties hereto.

This Agreement constitutes the entire understanding of the parties with respect e. to the subject matter hereof.

f. Either party may assign its rights or obligations hereunder without the prior written approval of the other; provided, however, that such an assignment may be made only to an entity which is directly or indirectly wholly owned or controlled by the same entity as the assigning party.

g. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to all actual attorneys' fees and other costs incurred in that action, in addition to any other relief to which that party may be entitled.

APPROVED FOR USE AS OF 1/1/2018



This Agreement shall be governed, construed and interpreted in accordance h. with the laws of the state in which Facility is located without regard to such state's conflict of law provisions.

i. Nothing in this Agreement shall be construed as creating any relationship between the parties other than as independent contractors. Nothing under this Agreement shall be deemed to create any rights in any third party.

In the event there is a change in state or federal law, whether by statute, i. regulation, agency interpretation or judicial decision, that in the reasonable opinion of the counsel to Facility renders any of the material terms of this Agreement unlawful or unenforceable, then the applicable term(s) of this Agreement shall be subject to renegotiation upon written notice to Educational Institution, to remedy such condition and conform this Agreement to the requirements of the law. If such renegotiation is unsuccessful within the thirty (30) day period of time following written notification, either party may terminate the affected Agreement without penalty.

By signing this Agreement, all parties acknowledge notification of LCCA's Code of Conduct and Policy, Procedure and Information Regarding the Deficit Reduction Act of 2005, False Claims Act and Similar Laws, and agree to comply with all provisions thereof. Additionally, all contractors, agents, and vendors agree to make these policies available to all employees involved in executing this Agreement, as required by the Deficit Reduction Act of 2005 and applicable state law. These policies are available for review at: http://lcca.com/contractors-and-agents/.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates written below.

FACILITY:

DARCY	HALL OF LIFF CARE	
By:		
Name:	Keslerme Thelemaque	
Title:	Executive Director	
Date:	4/16/18	

EDUCATIONAL INSTITUTION:

HEALTH CAREER INSTITUTE, LLC	
By: Shay tal	
Name: Sherm RAber	
Title: MARK, MON, RN Dire	cror off
Date: 4 16/18	

P/



Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 87 of

Mission:

To protect, promote & improve the health of all people in Florida through integrated state, county & community efforts .



1026

Celeste Philip, MD, MPH Surgeon General and Secretary

Vision: To be the Healthiest State in the Nation

July 9, 2018

Sherry Raber, MSN, RN **Program Director** Professional Nursing Program- ADN Health Career Institute, LLC 1764 North Congress Avenue, Suite 203 West Palm Beach, FL 33409

Dear Ms. Raber:

Your application for a professional nursing program in West Palm Beach, FL was reviewed and the following outlines the findings of the Nurse Consultant:

1. The application fails to demonstrate compliance with clinical training as outlined in statute. There is no clinical agreement with a nursing home in order to provide long term care clinical experiences. Assisted Living Facilities and clinics are not acceptable long term care clinical settings.

As of June 23, 2017, revisions to Section 464.019, Florida Statutes, regarding nursing education were implemented. Please refer to the statute to reply to the issues raised in this letter. You may find the complete statute at:

http://floridasnursing.gov/latest-news/2017-legislation-impacting-the-profession/

Upon completion of your application, the Board must make a decision within 90 days. Please respond to the Consultants' review promptly.

As a reminder to all applicants, please understand that Chapter 456.013(1)(a), Florida Statutes, provides that an incomplete application shall expire one-year after initial filing with the department.

Thank you for your efforts to help solve the nursing shortage by making available a high quality nursing program in Florida. Feel free to contact me should you have guestions at sherri.suttonjohnson@flhealth.gov.

Sincerely,

Perri Satter Johnson

Sherri Sutton-Johnson, MSN, RN **Director, Nursing Education** Florida Board of Nursing

SSJ/af Profession: 1704 Applicant ID: 578

Florida Department of Health Division of Medical Quality Assurance • Bureau of HCPR 4052 Bald Cypress Way, Bin C02 • Tallahassee, FL 32399-3252 PHONE: (850) 245-4125 • FAX : (850) (850) 617-6460



Accredited Health Department Public Health Accreditation Board

Governor

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 88 of

Mission: To protect, promote & improve the health of all people in Florida through integrated state, county & community efforts.



Rick Scott Governor

Celeste Philip, MD, MPH Surgeon General and Secretary

Vision: To be the Healthiest State in the Nation

May 31, 2018

Sherry Raber, MSN, RN Program Director Professional Nursing Program- ADN Health Career Institute, LLC 1764 North Congress Avenue, Suite 203 West Palm Beach, FL 33409 RECEIVED

JUN 192018

BOARD OF NURSING

Dear Ms. Raber:

Your application for a professional nursing program in West Palm Beach, FL was reviewed and the following outlines the findings of the Nurse Consultant:

1. The application fails to demonstrate compliance with curriculum as outlined in statute. Please provide separate curriculum grids for general education and nursing core courses. This will assist us in determining the separate total hours for nursing core theory, lab, clinical and simulation hours. Please also provide course descriptions of all nursing courses in order to determine the inclusion of all required content. The chart provided does not include required content in personal health concepts as outlined in statute.

2. The application fails to demonstrate compliance with clinical training as outlined in statute. The clinical affiliation agreement with Delray Medical Center is specific to a paramedic to nursing bridge program. The Florida Board of Nursing does not regulate bridge programs so we will need a revision or amendment to the agreement. There is no clinical agreement with a nursing home in order to provide long term care clinical experiences. The agreement with the Mission of Palm Springs is not dated by the facility representative. There is an agreement with The Cabana at Jensen Dunes, however, this site is not included on either of the clinical charts. Also, Memory Care Assisted Living is included on the clinical experience site chart needs revision as it does not list clinical services utilized for all clinical sites and the number of students column as well as the number of program faculty column do not have the correct information. The community-based chart should include The Mission of Palm Springs, Memory Care Assisted Living, The Cabana at Jensen Dunes and South County Mental Health, and should not be on the other clinical training chart.

3. The application fails to demonstrate compliance with faculty policies as outlined in statute. Please include information about the requirement for a preceptor to be a registered nurse in Florida as stated at the end of Section 464.019(1)(e), F.S.



Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 89 of 1026

As of June 23, 2017, revisions to Section 464.019, Florida Statutes, regarding nursing education were implemented. Please refer to the statute to reply to the issues raised in this letter. You may find the complete statute at:

http://floridasnursing.gov/latest-news/2017-legislation-impacting-the-profession/

Upon completion of your application, the Board must make a decision within 90 days. Please respond to the Consultants' review promptly.

As a reminder to all applicants, please understand that Chapter 456.013(1)(a), Florida Statutes, provides that an incomplete application shall expire one-year after initial filing with the department.

Thank you for your efforts to help solve the nursing shortage by making available a high quality nursing program in Florida. Feel free to contact me should you have questions at sherri.sutton-johnson@flhealth.gov.

Sincerely,

Sherii Sittino-Johnson

Sherri Sutton-Johnson, MSN, RN Director, Nursing Education Florida Board of Nursing

SSJ/af

Profession: 1704 Applicant ID: 578

June 12, 2018

Dear Ms. Sutton-Johnson,

In response to the letter of findings dated May 31, 2018, we appreciate the opportunity to respond to your request for additional information supporting our proposed programs compliance in meeting Statutes.

- 1. The application fails to demonstrate compliance with curriculum as outlined in statute.
 - a. Appendix A presents the revised curriculum grids for general education and nursing course theory, lab, clinical and simulation hours. The program design has 495 hours of general education courses, 960 hours of nursing concentration classes with 360 hours in lecture, 150 hours in lab, and 495 hours in clinical. Simulation is used for 164 clinical hours. Simulation hours are taken from the listed clinical hours. Simulation hours do not exceed 50% of the total clinical hours for the specific course. Based on the nursing curriculum, at least 50% of the nursing concentration hours are completed in clinical experiences (495 hours / 52%).

Degree Plan	Credits	Hours	Lecture	Lab	Clinical	Sim
General Education	30	495	405	90	0	0
Nursing Core	42	960	360	120	495	164
Total	72	1455	765	210	495	164

- b. Appendix B provides the revised chart which includes "personal health concepts."
- c. Course descriptions for the nursing courses provided in **Appendix C** shall demonstrate compliance with "personal health concepts."
- 2. The application fails to demonstrate compliance with clinical training as outlined in statute.
 - a. The institution awards an Associate of Science in Nursing degree. We have removed the Delray affiliation from our revised grid (Appendix D) and will move forward with the other affiliations which serve all associate of science in nursing students.
 - b. The revised chart (Appendix D) present affiliations which include agreements that meet the "long term care" clinical experience requirement.
 - c. The Affiliation Agreement chart has been revised (Appendix D), and all relevant affiliation agreements have been attached as **Appendix E**.

- 3. The application fails to demonstrate compliance with faculty policies as outlined in statute.
 - a. **Appendix F** provides the policy and requirements for preceptors as stated in Section 464.019(1)(e), F.S.
 - b. The faculty handbook and policies are included as **Appendix G**. The student handbook is labeled as **Appendix H**.

Again, thank you for the opportunity to review our application and provide additional supporting information to demonstrate compliance.

Sincerely,

Sherry Raber

Sherry Raber, MSN, RN Program Director Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 92 of 1026

APPENDIX A. Associate of Science in Nursing Curriculum Degree Plan Chart

Chart 1. Associate of Science in Nursing Degree Plan

Course #	Course Name	Credits	Hours	Lecture	Lab	Clinical	Sim	Length
BSC2085C	Human Anatomy & Physiology I	4	75	45	30	0	0	15W
ENC1101	English Composition I	3	45	45	0	0	0	15W
MGF1106	Liberal Arts Mathematics	3	45	45	0	0	0	15W
PSY2012	General Psychology	3	45	45	0	0	0	15W
MCB2010C	Microbiology	4	75	45	30	0	0	15W
HUN1201	Elements of Nutrition	3	45	45	0	0	0	15W
BSC2086	Human Anatomy & Physiology II	4	75	45	30	0	0	15W
DEP2004	Human Growth & Development	3	45	45	0	0	0	15W
SPC2608	Speech or ENC 1102	3	45	45	0	0	0	15W
NUR1023	Nursing I, Lecture	5	60	60	0	0	0	15W
NUR1022L	Nursing I, Lab	2	60	0	60	0	0	15W
NUR1023L	Nursing I, Clinical	3	135	0	0	135	70	15W
NUR2140	Introduction to Pharmacology for Nursing	3	45	45	0	0	0	15W
NUR1213	Nursing II, Lecture	6	75	75	0	0	0	15W
NUR1214L	Nursing II, Lab	1	30	0	30	0	0	15W
NUR1213L	Nursing II, Clinical	3	135	0	0	135	35	15W
NUR2520	Psychiatric Nursing, Lecture	3	45	45	0	0	0	15W
NUR2520L	Psychiatric Nursing, Clinical	1	45	0	0	45	24	15W
NUR2261	Nursing III, Lecture	6	75	75	0	0	0	10W
NUR2261L	Nursing III, Clinical	3	135	0	0	135	35	10W
NUR2943L	Nursing Capstone	6	120	60	30	45	0	5W
	TOTAL	72	1455	765	210	495	164	

Chart 2. Total Degree Plan

Degree Plan	Credits	Hours	Lecture	Lab	Clinical	Sim
General	30	495	405	90	0	0
Education						
Nursing Core	42	960	360	120	495	164

Board of Nursing, Application for New Nursing Program DH-MQA 1211, 06/09, 03/10(rev.)

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 93 of 1026

Total 72 14	5 765 210 495 164
-----------------------------	-------------------

Chart 3. General Education Courses

Course #	Course Name	Credits	Hours	Lecture	Lab	Clinical	Sim	Length
BSC2085C	Human Anatomy & Physiology I	4	75	45	30	0	0	15W
ENC1101	English Composition I	3	45	45	0	0	0	15W
MGF1106	Liberal Arts Mathematics	3	45	45	0	0	0	15W
PSY2012	General Psychology	3	45	45	0	0	0	15W
MCB2010C	Microbiology	4	75	45	30	0	0	15W
HUN1201	Elements of Nutrition	3	45	45	0	0	0	15W
BSC2086	Human Anatomy & Physiology II	4	75	45	30	0	0	15W
DEP2004	Human Growth & Development	3	45	45	0	0	0	15W
SPC2608	Speech or ENC 1102	3	45	45	0	0	0	15W
	TOTAL	30	495	405	90	0	0	

Chart 4. Nursing Concentration Courses

	irsing Concentration	n Courses						
Course #	Course Name	Credits	Hours	Lecture	Lab	Clinical	Sim	Length
NUR1023	Nursing I, Lecture	5	60	60	0	0	0	15W
NUR1022L	Nursing I, Lab	2	60	0	60	0	0	15W
NUR1023L	Nursing I, Clinical	3	135	0	0	135	70	15W
NUR2140	Introduction to Pharmacology for Nursing	3	45	45	0	0	0	15W
NUR1213	Nursing II, Lecture	6	75	75	0	0	0	15W
NUR1214L	Nursing II, Lab	1	30	0	30	0	0	15W
NUR1213L	Nursing II, Clinical	3	135	0	0	135	35	15W
NUR2520	Psychiatric Nursing, Lecture	3	45	45	0	0	0	15W
NUR2520L	Psychiatric Nursing, Clinical	1	45	0	0	45	24	15W
NUR2261	Nursing III, Lecture	6	75	75	0	0	0	10W
NUR2261L	Nursing III, Clinical	3	135	0	0	135	35	10W
NUR2943L	Nursing Capstone	6	120	60	30	45	0	5W
	TOTAL	42	960	360	120	495	164	

APPENDIX B. Associate of Science in Nursing Curriculum Plan Concepts

The Associate of Science in Nursing degree plan includes personal health concepts throughout the curriculum. The revised table presents the concept with indication of each course for which it is included. Since each course includes coverage of the "patient" or "client", the "personal" concept is treaded and covered in each course. The following course descriptions support the concept.

Concepts	Nursing Core Courses							
	Nursing 1	Introduction to Pharmacology for Nursing	Nursing II	Psychiatric Nursing	Nursing III	Nursing III with Obstetrics, Newborn and Pediatric Nursing	Nursing Capstone	TOTAL NURSING CURRICULUM
Medical	X	Х	Х		Х	Х	X	Х
Surgical	X	X	Х		X	Х	X	Х
Obstetrics	X	Х			Х	Х	X	Х
Pediatrics	X	Х			X	Х	X	Х
Geriatrics	X	Х	X	X	X		X	Х
Personal	X	Х	Х	Х	Х	Х	X	Х
Family	X	Х	Х	Х	X	Х	X	Х
Community Health	X		Х	Х	_ X	Х	X	X
Nutrition	X	Х	Х	Х	X	Х	X	Х
Human Growth and Development Throughout the Life Span	X	Х	X	Х	X	Х	X	Х
Body Structure and Function	X	Х	Х	Х	Х	Х	Х	Х
Interpersonal Relationship Skills	X		Х	Х	X	Х	X	Х
Mental Health Concepts	X	X	Х	Х	Х	Х	X	Х
Pharmacology and Administration of Medication	X	Х	Х	Х	X	Х	X	Х
Legal Aspects of Practice	Х	Х	X	Х	Х	Х	X	Х
Interpersonal Relationship and Leadership Skills	X	Х	Х	Х	X	Х	X	X
Professional Role and Function	X	Х	Х	X	X	Х	X	Х
Health Teaching and Counseling Skills	X	Х	Х	Х	X	X	Х	X

Board of Nursing, Application for New Nursing Program DH-MQA 1211, 06/09, 03/10(rev.)

.

APPENDIX C. Associate of Science in Nursing Course Descriptions (Nursing)

NUR 1023 Nursing I

This course introduces the student to the integrated processes, client needs concepts, and quality and safety in nursing care. The student will demonstrate the understanding of fundamental knowledge, skills, and competencies in the safe and effective care of the client across the lifespan. Prerequisites:BSC1085C, ENC1101, MGF1106, PSY2012, MCB2010C, HUN1201, BSC1098, DEP2004.

NUR 1213 Nursing II

This course prepares the student to provide and manage care of the client with acute and chronic medicalsurgical health issues across the lifespan. In addition, the student will apply integrated processes, safe and effective care, health promotion and maintenance, psychosocial and physiological integrity and risk reduction principles.

Prerequisites: BSC1085C, ENC1101, MGF1106, PSY2012, MCB2010C, HUN1201, BSC1098, DEP2004, NUR1023, NUR1022L, NUR1023L, NUR2140.

NUR2261 Nursing III

This course is a continuation of Nursing II in preparing the student to provide and manage care of the client with acute and chronic medical-surgical health issues across the lifespan. The student will apply integrated processes, safe and effective care, health promotion and maintenance, psychosocial and physiological integrity, and risk reduction principals. Special populations such as obstetrics, newborn, and pediatrics will also be covered. Prerequisites: BSC1085C, ENC1101, MGF1106, PSY2012, MCB2010C, HUN1201, BSC1098, DEP2004, NUR1023, NUR1022L, NUR1023L, NUR2140, NUR1213, NUR1214L, NUR1213L, NUR2520, NUR2520L.

NUR2140 Pharmacology for Nursing

This course introduces the student to the pharmacological concepts and principles related to safe administration of pharmacological and parenteral agents. Students will develop an understanding of the mechanism of drug action, dosage calculation, and assessment of expected outcomes related to each major drug classification across the lifespan. Prerequisites: BSC1085C, ENC1101, MGF1106, PSY2012, MCB2010C, HUN1201, BSC1098, DEP2004.

NUR2520 Psychiatric Nursing

This course prepares the student to support the emotional, mental, and social wellbeing of the client experiencing stressful events, as well as the client with acute and chronic mental illness. **Prerequisites:BSC1085C**, **ENC1101**, **MGF1106**, **PSY2012**, **MCB2010C**, **HUN1201**, **BSC1098**, **DEP2004**, **NUR1023**, **NUR1022L**, **NUR1023L**, **NUR2140**.

NUR2943 Nursing Capstone

This course requires the student to demonstrate competency in application and analyzing care of the client across the lifespan. The student will receive feedback and develop a custom remediation plan to improve knowledge, skills, and competencies prior to the final written and psychomotor performance assessment.

Board of Nursing, Application for New Nursing Program DH-MQA 1211, 06/09, 03/10(rev.) Prerequisites: BSC1085C, ENC1101, MGF1106, PSY2012, MCB2010C, HUN1201, BSC1098, DEP2004, NUR1023, NUR1022L, NUR1023L, NUR2140, NUR1213, NUR1214L, NUR1213L, NUR2520, NUR2520L. SPC2608/ENC1102 may be taken concurrently.

Board of Nursing, Application for New Nursing Program DH-MQA 1211, 06/09, 03/10(rev.)

,

APPENDIX E Affiliation Agreements

2. List all community-based clinical experience sites.

Name of Community-based Experience	Location	Clinical Services Utilized	Number of Students	Number of Program Faculty
Community Health Center	2100 W45th St. Suite A8/9 West Palm Beach, FL 33409	Obstetrics, Medical, Mental Health, Community	3 Per Rotation	1:3
Advent Square	4798 N. Dixie Hwy Boca Raton, FL 33431	Medical, Surgical, Geriatrics, Mental Health, Long Term Care, Subacute Care	3 Per Rotation	1:3
Dr. Tomaselli Center	2151 45 th St. #301 West Palm Beach, FL 33407	Obstetrics and Gynecology	1 Per Rotation	1.1
BIOAGEMD Dr. Dadurin	320 S. Quadrille Blvd. West Palm Beach, FL 33401	Medical, Surgical	1 Per Rotation	1:1
Brain & Spine Institute	5 Harrard Circle, Suite 104 West Palm Beach, FL 33409	Medical, Surgical, Geriatrics	1 Per Rotation	1.2
The Mission of Palm Springs, Inc.	3300 10th Ave North Palm Springs, FL 33461	Medical, Surgical, Geriatrics, Mental Health Long Term Care Subacute Care	12 per rotation	1:12
South County Mental Health	16158 S. Military Trail Delray Beach, FL 33484	Mental Health	12 per rotation	1:12
The Cabana at Jensen Dunes	1537 NE Cedar St. Jensen Beach, FL 34957	Medical, Surgical, Geriatrics, Mental Health Long Term Care Subacute Care	12 per rotation	1:12

*add additional rows if necessary

APPENDIX D. **Clinical Training**

D. Clinical Training Sites: s. 464.019(1)(f)(g), F.S.

1. List all facilities that the students will use for clinical training.

Name of Clinical Facility	Location	Clinical Services Utilized	Number of Students	Number of Program Faculty
Traditions Hospital/Martin	200 SE Hospital	Pediatrics,	10 per rotation	1:10
Memorial Health System Inc.	Ave.	Obstetrics,		
	Stuart, FL 34995	Medical, Surgical,		
		Geriatrics		
		Acute Care		
Lakeside Medical Center	39200 Hooker	Pediatrics,	10 per rotation	1:10
· · · ·	Highway	Obstetrics,		
	Belle Grade, FL	Medical, Surgical,		
	33430	Mental Health		
		Geriatrics		
		Acute Care		

*add additional rows if necessary

Page 5 of 6

Board of Nursing, Application for New Nursing Program DH-MQA 1211, 06/09, 03/10(rev.)

Case 9:22-cv-81883-RAR Document 141-2

Ission

Mission Clinic of Palm Springs, Inc. Clinical Affiliation Agreement

This Clinical Affiliation Agreement ("Agreement") is entered into by <u>HEALTH CAREER</u> <u>INSTITUTE</u> ("School"), and <u>MISSION CLINIC OF PALM SPRINGS, INC.</u> on their behalf and on behalf of their affiliated professional Corporations ("Manager").

The purpose of this agreement is to guide and direct the parties respecting their affixation, working arrangements, and agreements in order to provide high quality clinical learning experiences for students in the School.

Clinical Program.

1.1 Manager is willing to provide clinical learning experiences at Manager's facility, located at <u>3300 10th Ave. North, Palm Springs, FL.,</u> for students enrolled in the School's professional clinical learning program, as applicable ("Clinical Program").

1.2 School and Manager agree that contemporaneous with or following execution of this Agreement and within the scope of its provisions, the parties may mutually develop letter agreements to formalize operational details of the Clinical Program.These details may include, but are not limited to, the following:

1.2.1. Beginning dates and length of the Clinical Program to be mutually agreed upon at least 30 days prior to the beginning of the Clinical Program;

1.2.2. Number of students participating in the Clinical Program;

- 1.2.3. Specific days and hours during which the Clinical Program will occur;
- 1.2.4. Specific location at which the Clinical Program will occur;
- 1.2.5. Specific learning objectives and performance evaluations of the students while on-site at Manager;
- 1.2.6. Specific allocation of responsibilities for the School Lialson and Manager Preceptor, as each term is defined herein; and

1.2.7. Deadline and format for student progress reports and evaluation forms.

1.3 Any such letter agreements will be considered to be attachments to this Agreement, will be binding when signed by representatives of each party and may be modified by subsequent letter agreements signed by representatives of each party. School agrees to send a copy of such letter agreement to the Manager's notice address contained herein.

School and Manager will mutually agree upon the Clinical Program provided to students at Manager's facility. School and Manager will evaluate students and exchange information related thereto in a mutually agreeable format and timeframe.

1.5

1.4

It is expressly acknowledged and agreed by each party that there will be no payment or reimbursement to either party as a result of this Agreement or Clinical Program.

Page 1 of 9

2. School Responsibilities.

- 2.1. School will provide information to Manager concerning School curriculum and the professional and academic credentials of its faculty responsible for the students at Manager's facilities as soon as possible or not later than 30 days before the commencement of Clinical Program. School will designate an appropriately qualified and credentialed faculty member to coordinate and act as a liaison between School and Manager with respect to the Clinical Program ("School Liaison"). School will notify Manager in writing of any change or proposed change of the School Liaison.
- 2.2. School will be solely responsible for instruction and administration of the students' academic education program at School. School is solely responsible for grading students' performance in the education program at School.
- 2.3. School will be solely responsible for maintaining all educational records and reports relating to the clinical education program completed by the students at Manager facilities.
- 2.4. School faculty, including School Liaison, will meet with Manager Preceptor at the beginning and end of the Clinical Program to discuss and evaluate the Clinical Program. These meetings will take place at a mutually agreeable time and location. The parties shall attempt to meet in person if practical, otherwise via teleconference. School is responsible for organizing such meetings.
- 2.5. School will provide the names and information pertaining to the professional clinical learning program and other relevant education and training for all students participating in the Clinical Program at least 30 days prior to the beginning date of the Clinical Program. School is responsible for supplying any additional information requested by Manager prior to the participation of students in the Clinical Program. School will immediately notify Manager in writing of any change or proposed change in students' education status.
- 2.6. School will inform each student participating in the Clinical Program that they must obtain and maintain evidence of current immunizations required by Manager including but not limited to diphtheria, tetanus, measles, mumps, rubella (or a positive rubella titer), and hepatitis B immunity status or declination. Students shall be required to deliver evidence of such immunizations to Manager prior to the participation by students in the Clinical Program.
- 2.7. In accordance with the Bloodborne Pathogen Standard of the Occupational Safety and Health Act, set forth at 29 CFR §1920.1030 ("Bloodborne Pathogen Standard"), School and students will comply with applicable OSHA/CDC requirements. School and Manager will coordinate the provision of protective equipment to each student as reasonably required. School will perform each of the following items and shall not permit any student to participate in the Clinical Program until all such items are completed:

2.7.1. Train all students in accordance with the Bloodborne Pathogen Standard;

Page 2 of 9

1026

- 2.7.2 Provide Manager, upon request, with a copy of the School's exposure assessment/determination plan;
- 2.7.3. Provide Manager, upon request, with evidence of TB status determinations for each student;
- 2.7.4. Maintain all training and medical records in accordance with the Bloodborne Pathogen Standard;
- 2.7.5. Neither School nor Manager is responsible for providing or paying for any post-exposure care in the event of a student's exposure to a bloodborne pathogen.
- 2.8. School will only assign to the Clinical Program those students that have successfully completed the prerequisite didactic portion of the School curriculum pertaining to the Clinical program and that have evidence of completion of a CPR course based on current American Heart Association or American Red Cross guidelines for the age group(s) with whom the student may have contact. Such information shall be provided to Manager upon request.
- 2.9. Prior to participation, School shall conduct a criminal history background check on each student prior to participating in the Clinical Program. School acknowledges and agrees that Manager may refuse any student participation in the Clinical Program that Manager learns has any record of a prior criminal history.
- 2.10. School and students shall comply with Manager's policies and procedures relating the Clinical Program.
- 2.11. School will require each student participating in the Clinical Program to acquire comprehensive health insurance that provides continuous and adequate coverage during the students' participation in the Clinical Program. School and Manager acknowledge and agree that student health care needs, costs, insurance and all related issues are solely the responsibility of the student and not the Manager.
- 2.12. School shall be responsible for informing students of the students' status and responsibilities under this Agreement and the Clinical Program.
- 2.13. School represents and warrants that it will or has obtained approval from the applicable board of professional regulation or staff assuring that state law, rule or regulation does not prohibit the Clinical Program and student participation in such. The parties agree this provision shall be complied with prior to the commencement of the Clinical Program.
- 2.14. School asserts that it does not discriminate for any reason prohibited by applicable federal, state, or local laws, including but not limited to race, sex, creed, color, religion, age, national origin, sexual orientation, or individual handicap in any aspect of employment or training. The institution's educational programs and services that are offered to students, faculty, and/or employees are administered in a non-discriminatory basis in accordance with provisions of Title VI and VII of the civil rights act of 1954, Title VII and VIII of the Public Health Services Act,

Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendment Act of 1972 and the Age Discrimination Act of 1975.

3. Manager Responsibilities

- 3.1. Manager will provide students with a clinical education experience within the scope of the healthcare services normally provided by Manager. This shall include providing students with access to sources of information necessary for the Clinical Program; provided however such information is normally accessible by Manager. All activities related to the Clinical Program shall be in accordance with Manager's policies and procedures and commensurate with patient rights.
- 3.2. Manager will designate in writing the individual to be responsible for the Clinical Program ("Manager Preceptor"). The Manager Preceptor shall maintain contact with School Liaison and work in good faith with the School Liaison to resolve any issues that may arise with respect to the Clinical Program. Upon School's request, Manager shall submit to the School the professional and academic credentials of the Preceptor and will notify the School and any change in the Preceptor status.
- 3.3. Manager will make available to students basic supplies and equipment necessary for the care of patients. If available, Manager shall make office or conference room space available to students while at Manager's facilities.
- 3.4. Manager will submit reports on each student's performance and will provide an evaluation to School on forms mutually agreeable to the parties.
- 3.5. Manager retains full responsibility for the care of patients and shall maintain such care regardless of student's capabilities or availabilities. Nothing contained in this Agreement or the Clinical Program shall limit or otherwise restrict the ability of Manager to provide all necessary care to patients.
- 3.6. Manager shall have custody and control of all medical records and charts contained in patient files and neither School nor student may remove or copy such records except with written - permission from Manager.
- 3.7. Manager will have the right to take immediate action to correct any situation where Manager determines a patient may be at risk of harm. Thereafter, and if such action is the result of the student or Clinical Program, Manager shall notify School of the action taken. Manager may also immediately terminate participation by any student in the Clinical Program if Manager determines that a patient may be at risk of harm because of the action or inactions of a student or if a student otherwise does not comply with the terms of the Agreement.
- 3.8. In the event a student requires emergency medical care while on-site at Manager's facilities and participating in the Clinical Program, Manager shall provide or arrange for such

Page 4 of 9

emergency care. Manager shall not be responsible for any costs associated with such care. Except as provided herein, Manager shall have no obligation to furnish any health care to students participating in the Clinical Program.

3.9. Manager asserts that it does not discriminate for any reason prohibited by applicable federal, state, or local laws, including but not limited to race, sex, creed, color, religion, age, national origin, sexual orientation, or individual handicap in any aspect of employment or training. Manager complies with Title VI and VII of the civil rights act of 1954, Title VII and VIII of the Public Health Services Act, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendment Act of 1972 and the Age Discrimination Act of 1975.

4. Student Status and Responsibility

- 4.1. Students are required to comply with all standards, policies and procedures of Manager while participating in the Clinical Program.
- 4.2. Students will wear name tags and appropriate attire. This (these) identification nametag(s) can be issued by the College and/or Manager. This tag (these tags) shall be clearly visible and worn at all times while at Manager's facilities. If issue by Manager, students will return the identification nametag immediately upon request by Manager. If required, students will provide their own uniforms and are responsible for the cleaning and care of uniforms.
- 4.3. Nothing in this Agreement may be deemed to create a joint venture, employment, partnership, or other type of relationship between the parties other than that of independent contractors. Manager does not assume any liability under any law relating to Workers' Compensation on account of students performing, receiving training or traveling pursuant to this Agreement. Manager shall not be obligated to pay student or School any remuneration of any type for services performed as a result of this Agreement.
- 4.4. Students shall notify Manager prior to the scheduled start time if the student will be absent from scheduled participation in the Clinical Program.
- 4.5. Students shall review and confirm understanding and acceptance of the applicable policies and procedures of Manager prior to performing any service for any of Manager's patients related to such applicable policies and procedures.
- 4.6. Students shall not perform any services for any of Manager's patients unless student competency in such service has been previously observe d and validated by School Liaison or Manager Preceptor. In the vent competency is observed and validated by School Liaison, written evidence of such shall be provided to Manager upon request.
- 5. Terms. This Agreement is effective as of the date this Agreement is executed by Manager and remains in effect until terminated in accordance with the termination provisions set forth herein.

5.1 Either party may terminate this Agreement at any time without cause upon at least 30 days written notice to the other party. Should notice of termination be given under this Section, students already scheduled fir and/or participating in the Clinical Program at Manager's facilities at the time of the notice of termination, shall have an opportunity to complete any previously assigned clinical assignments.

- 5.2 Notwithstanding Section 5.1, either party may terminate this Agreement in the event of a material breach; such termination will be effective 30 days after written notice of breach has been provided to the breaching party, unless such breach has been cured by the breaching party prior to the end of the 30-day period.
- 5.3

6

7.

8,

9.

Either party may terminate this Agreement immediately if any change of law, rule, or regulation, or interpretation of existing law, rule, or regulation would (i) make this Agreement, or a material portion of a party's performance under this Agreement illegal; or (ii) require that any material terms of this Agreement be extended to any nonparty.

Independent Contractors.

School, its personnel and students are at all times acting and performing under this Agreement as independent contractors. School will neither have nor exercise any control or direction over the methods by which Manager or its personnel's work is performed. As independent contractors, neither School, nor any of its personnel or students performing hereunder, is eligible to participate in any employee benefit program, including, without limitation, vacations and holiday benefits, of Manager or their parent or affiliated companies.

Insurance.

Each party will self-insure or maintain at its sole expense, and in amounts consistent with industry standards, no less than \$1,000,000 for each claim and \$3,000,000 in the aggregate, insurance for general liability, to insure the respective party, its employees, and agents against any claim or claims for damages arising out of or in connection with the duties and obligations under the Agreement. The School will provide Certificates of Insurance to Manager as evidence that the Insurance coverage required above is in effect, and School will provide 30-day prior written notice to Manager in the event of cancellation, non-renewal, or material changes with respect to each policy.

Indemnification.

To the extent and as limited by §768.28 of the Florida statutes, each party will indemnify, defend, and hold harmless the other party and such parties directors, officers, agents and employees from all claims, suits, judgements, demands, and other liabilities (including attorney's fees and costs) arising out of or relating to the indemnifying party's negligent or intentionally wrongful acts or omissions in connection with the performance of its obligations under the Agreement. This Section will survive the termination of this Agreement.

Patient Confidentiality.

School shall train students on the requirements of the Health Insurance Portability Act, as amended ("HIPPA"), and the related policies and procedures of Manager prior to students' participation in the Clinical Program. School shall ensure that students comply with HIPPA and Manager policies and procedures throughout the Clinical

Program. The parties acknowledge and agree that no protected health information is anticipated to be shared as a result of the Agreement or the Clinical Program. School agrees that students may be required to execute an agreement to keep patient information confidential.

10. Business Confidentiality. The parties acknowledge that certain proprietary and/or confidential technical and business information may be disclosed between the parties. Accordingly, each party will maintain the confidentiality of all such confidential information, including, without limitation, implementing those precautions such party employs with respect to its own proprietary and confidential information and disclosing it only to those employees who have a need to know in order to effectuate the purpose(s) of this Agreement. In no event will either party use any confidential information to benefit itself or others, except to the extent expressly authorized by this Agreement. Notwithstanding the foregoing, as used in this paragraph the term "confidential information" does not include information that is maintained and/or disclosed by either party in the normal course of its business operations or information that is (i) generally known to the public or the industry; (ii) independently developed by the receiving party; (iii) disclosed to the receiving party by a third party without the confidentiality obligations set forth herein; or (iv) required to be disclosed by any court of law or government agency included in Chapter 119 of the Florida statutes. This section will survive the termination of the Agreement.

11. General Provisions.

- 11.1. Assignment. This Agreement or any right or responsibility under this Agreement may not be assigned or transferred by either party without the prior written consent of the other party, except that Manager may assign this Agreement to its parent or an affiliated company without School's permission.
- 11.2. Entire Agreement. This Agreement, which includes any and all attachments, exhibits, riders, and other documents referenced herein, constitutes the entire and full agreement between the parties hereto and supersedes any previous contract and no changes, amendments or altercations will be effective unless reduced to a writing signed by a duly authorized representative of each party. Any prior agreements, documents, understandings, or representations relating to the subject matter of this Agreement not expressly set forth herein or referred to or incorporated herein by reference are of no effect.
- 11.3. Enforceability. If any term or provision of the Agreement is held to be invalid, illegal, or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable will not be affected or impaired thereby.
- 11.4. Force Majeure. The performance by either party hereunder will be excused to the extent of circumstances beyond such party's reasonable control, such as flood, tornado, earthquake, or other natural disaster, epidemic, war, material destruction of Manager's facilities, fire, acts of terrorism, acts of God, etc. In such event, the parties will use their best efforts to

resume performance as soon as reasonably possible under the circumstances giving rise to the party's failure to perform.

Notices. All notices provided for herein must be in writing and sent by U.S.certified mail, return receipt requested, postage prepaid, or by overnight delivery services providing proof of receipt to the addresses of the parties as set forth in this Section. Each party may designate by notice any future or different address to which totes will be sent. Notices will be deemed delivered upon receipt or refusal to accept delivery.

If to School:

11.5.

Health Career Institute 1764 North Congress Avenue West Palm Beach, FL 33409

If to Provider:

Mission Clinic of Palm Springs, Inc. 3300 10th Ave, North Palm Springs, FL 33461

561-965-8970

- 11.6 Regulatory Compliance. This Agreement shall be construed in accordance with, and each party will comply with, all applicable laws, rules, and regulations for which jurisdiction in which services are provided under this Agreement, including without limitation, all applicable state and federal laws governing patient confidentiality. Each party will cooperate with reasonable requests by the other party for information that the requesting party may need for its compliance with applicable laws, rules, and/or regulations.
- Governing Law. The validity, construction, performance and effect of this Agreement shall be 11.7. governed by the laws of the state of Florida without regard to its principles of conflicts of laws, and any question arising under of the Agreement shall be construed or determined according to such laws, except to the extent preempted by federal law.
- 11.8. Section Headings. Section headings are inserted for convenience only and may not be used in any way to construe the terms of this Agreement.
- 11.9. Signatory Authority. Each party represents and warrants that the individual signing this Agreement on its behalf is duly authorized to bind each party to all terms and conditions of the Agreement.
- 11.10. Waiver, No waiver by either party with respect to any breach or default of any right or remedy and no course of dealing may be deemed to constitute a continuous walver of any other breach or default or of any other right or remedy unless such a waiver is expressed in writing by the party to be bound.
- 11.11. Neither party shall use the name(s), trademark(s), or trade name(s) (whether registered or not) of any party in publicity releases or advertising or in any other manner without securing the written approval of the other.

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 108 of 1026

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement by their representative duly authorized.

SCHOOL:

HEALTH CAREER INSTITUTE 1764 NORTH CONGRESS AVE. WEST PALM BEACH, FL 33409

en hla homme now, N By:

(odnt name)

Title: Dire	caur of	NORSIM	
Date:	20/17		

PROVIDER/MANAGER:

MISSION CLINIC OF PALM SPRINGS, INC. 3300 10TH AVE. NORTH PALM SPRINGS, FL 33461

6-22-2011 By

(print name) Don Maness Title: Executive Director 6-22 Date:

Page 9 of 9

AUTHORIZATION OF AGREEMENT WITH FACILITY AND SCHOOL

Name of Facility: Mission Clinic Address: 3300 10th Avenue North City, State, Zip Code: Palm Springs, FL 33461 Name of Contact: Don Maness Title of Contact: Executive Director Phone Number of Contact: 561-626-1125 Email of Contact: Dmaness@aol.com

ANESS

Facility Administrator (PRINT NAME)

Facility Signature

Date

Health Career Institute (West Palm Beach Main Campus) 1764 North Congress Avenue West Palm Beach, FL 33409

Sherry Raber, MMHC, MSN, RN **Director of Nursing** 561.586.0121 SRaber@hci.edu

615 393 4319

School Administrator (PRINT NAME).

Lauderdale Lakes (Branch of West Palm Beach) 4850 W. Oakland Park Boulevard Suite 123 Lauderdale Lakes, FL 33313

Sherry Raber, MMHC, MSN, RN **Director of Nursing** 561-586-0121 SRaber@hci.edu

20/17 MARC MUNIC

School Signature

Health Career Institute Affiliation Agreement - revised 5-20-2017

Page 4 of 4

STUDENT AFFILIATION AGREEMENT

THIS AGREEMENT by and between <u>Health Career Institute</u> located at: <u>1764 North Congress Ave, West Palm Beach, FL</u> <u>33409</u> (hereinafter SCHOOL), and MARTIN MEMORIAL HEALTH SYSTEMS, INC., d/b/a Martin Health System P. O. Box 9010, Stuart, Florida 34995, (hereinafter AGENCY).

WITNESSETH

a.

C,

e.

f,

٤.

The AGENCY hereby agrees to provide their facilities to the SCHOOL and the SCHOOL agrees to the usage of such facilities under the following conditions:

1. PLANNING FOR STUDENT INSTRUCTION:

a. The faculty and students in the (<u>Nursing Program</u>), at the SCHOOL may utilize the departments of the AGENCY for clinical experience. The days and hours for clinical experience will be planned by the faculty of the SCHOOL. The appropriate staff at the AGENCY will be consulted as to the days and hours planned. SCHOOL shall submit to the AGENCY, a description of its current plan for the clinical experience, including objectives, learning activities, responsibilities of the students, nature of the supervision provided, and such other information as may be necessary to outline the content of the clinical experience.

b. The AGENCY shall provide information to the SCHOOL regarding facilities, housing (where applicable), transportation, medical examination, testing and immunization requirements, other special requirements or restrictions, and such other information as may be useful for the student to know in advance.

2. SPECIFIC RESPONSIBILITIES OF THE AGENCY:

- To provide within available facilities, adequate classroom and conference space and the use of any available instructional materials.
- b. To provide in writing to the SCHOOL the name and professional and academic credentials of the person responsible for the clinical experience program at the AGENCY, hereinafter referred to as the Clinical Coordinator of Clinical Experience (CCCE).
 - To provide clinical experience.
- d. The AGENCY has the overall authority over the facilities and grounds and for the safety of all persons therein.
 - To provide a general hospital and unit/department specific orientation, including blood borne pathogen and hazardous material instruction.
 - To provide training in the AGENCY'S Exposure Control Plan, Safety, Employee Health and Infection Control Programs, including the location of personal protective equipment.
- g. The AGENCY agrees to inform the SCHOOL of any changes in staffing or in its service program that will affect the clinical education experience. The AGENCY will make every effort to inform the SCHOOL of such changes at least one month in advance of the commencement of the clinical experience period.

h. The AGENCY agrees to provide immediate emergency medical care to the SCHOOL'S faculty and students, at their own expense, in the event of injury or illness.

The AGENCY agrees to inform both the SCHOOL and the student concerning the student's level of clinical growth and competence and to complete one or more evaluation reports on forms to be provided by the SCHOOL. The evaluation process shall include a conference between the student and supervisor at the times the report is competed. The evaluation report(s) shall be sent to the SCHOOL on the date(s) requested. The AGENCY further agrees to maintain such other records as may be requested by the SCHOOL to evaluate each student's performance in the program. i.

k.

I.

k.

The AGENCY agrees, upon reasonable request made by the SCHOOL at any time during or after the Program, to permit inspection of its facilities, student records, or other records or items, which pertain in any way to the Program or to the SCHOOL's students, by the SCHOOL and accrediting agencies. The AGENCY agrees not to dispose of or destroy such records for a period of at least three years after the termination of this AGREEMENT.

The AGENCY shall maintain the right to accept, reject, or suspend any student, before or during the program, for cause, and make appropriate notification to the SCHOOL.

The AGENCY shall carry, at its sole cost and expense, professional and general liability insurance with limits of at least \$1,000,000 per occurrence, and at least \$3,000,000 in the aggregate, covering its employees.

3. SPECIFIC RESPONSIBILITIES OF THE SCHOOL:

a. The SCHOOL will designate a faculty member to work with the AGENCY in coordinating the academic aspects of the student's education with the clinical experience. In the event that it becomes necessary to cancel a reserved space or change a student's assignment, the SCHOOL will make every effort to notify the AGENCY in advance of the scheduled beginning of the clinical education experience.

b. To coordinate through proper AGENCY channels the planning for the appropriate clinical experience,

c. The SCHOOL shall be responsible for selecting only those students who have successfully completed all the prerequisite courses and /or previous clinical education experiences as specifically requested by the AGENCY.

d. The SCHOOL shall inform the AGENCY of the level of training the students have received prior to this placement. The SCHOOL shall provide the AGENCY with current information about its curriculum and clinical education goals.

e. The SCHOOL may withdraw any student from the Program whose progress, achievement, or adjustment does not appear to justify his/her continuing with the Program. Wherever possible, such withdrawal shall be planned cooperatively by the SCHOOL and the AGENCY.

f. To comply with all existing policies of the AGENCY.

g. Clinical Instructors from the SCHOOL will participate in AGENCY orientation if required.

h. The SCHOOL represents that each student assigned to the AGENCY, while participating in a required student curriculum activity, is covered by Student Professional Liability insurance with limits of at least \$1,000,000 per occurrence and at least \$3,000,000 in the aggregate. Each faculty member while acting within the scope of his/her required duties is covered by Teachers Professional Liability Insurance with limits of at least \$1,000,000 per occurrence and at least \$3,000,000 in the aggregate. The SCHOOL shall, furnish the AGENCY a certificate evidencing such insurance.

I. Furthermore, it is expressly agreed and understood that the students participating in the program shall not be deemed employees, agents or servants of the AGENCY for any purpose, nor shall they be entitled to any fringe benefits, Workers' Compensation, disability, unemployment or any other benefits or rights normally afforded to employees of the AGENCY.

j. Faculty/Instructors will provide the AGENCY with student roster, clinical objective, and clinical schedule prior to the beginning of student rotation.

The SCHOOL will notify the student that he or she is responsible for:

1. Adhering to ethical and professional practices of maintaining confidentiality of the AGENCY'S patient and corporate information. The student must sign a confidentiality statement prior to

- beginning the assignment. Students shall use de-identified patient information when preparing course work.
- 2. Adhering to the policies and procedures of the AGENCY,
- Providing appropriate uniform where required. 3.
- Their own personal property. 4.
- Arranging for his/her own transportation, 5.
- Obtaining housing and meals when not provided by the AGENCY. Ġ.
- Providing documentation of student's medical clearance prior to beginning of student rotation, 7. Medical clearance includes: status of hepatitis B vaccination or signed refusal; proof of rubella and rubeola vaccination or antibodies; proof of negative PPD no older than 12 months prior to clinical experience (if positive, must show negative chest x-ray); varicelia status.
- 8. Notifying student of the annual flu vaccine requirement which stipulates that unvaccinated individuals are required to wear a mask when six feet of patients.
- Providing to the AGENCY evidence of health insurance. 9.
- 10. Providing to the AGENCY evidence of Student Liability insurance.
- 11. Obtaining prior written approval from the AGENCY and the SCHOOL before publishing any material relating to the clinical experience.
- 12. Completing HIPAA privacy education provided by the AGENCY prior to the start of the practical experience.
- 13. In accordance with the SCHOOL'S guidelines, student is responsible at their own cost to provide proof of a negative drug screen prior to beginning practical experience with AGENCY.
- I. The SCHOOL will inform instructors supervising students within the AGENCY, that they are required to sign AGENCY confidentiality statement.
- In the event of a blood/body fluid exposure to a student, the student is responsible for providing or arranging for m. follow-up care at the student's expense. The SCHOOL shall notify student that AGENCY does not maintain records of any exposure or follow-up, except for medical records of patient care rendered by facility in the normal course of business.
- SCHOOL shall sign attestation, provided by AGENCY, confirming that medical clearance form completed by п. student is correct and the school has retained documentation.-
- In the event any student, or its faculty receives any Protected Health Information (PHI), as defined in the Health ο. Insurance Portability and Accountability Act of 1996, the SCHOOL agrees to either return any PHI to student providing such, for de-identification by student, or to keep confidential any PHI and to destroy PHI upon completion of course work. If, as a result of SCHOOL's or a student's breach of HIPAA or Florida Statute 817:5681 (Breach of security concerning confidential personal information in third-party possession), AGENCY is required to contact individuals whose PHI or personal information is the subject of the breach, SCHOOL shall. reimburse AGENCY for the direct costs associated with fulfilling the notification requirements of each law, which costs include the contacting of such individuals.
 - The School agrees to conduct state background checks according to residency, including but not limited to criminal history, done within 1 year of affiliation for each new Student receiving educational services at MMHS.
- GENERAL PROVISIONS: 4.

p.

a.

b.

The SCHOOL will disclose information from a student's educational record, as appropriate, to personnel at the AGENCY who have a legitimate need to know in accordance with the Family Educational Rights and Privacy Act. The AGENCY hereby agrees that its personnel will use such information only in furtherance of the clinical education program for the student, and that the information will not be disclosed to any other person without the student's prior written consent.

INDEMNIFICATION

Each party shall indemnify, defend and hold the other party, and its employees, agents, officers, trustees, and directors, as applicable, harmless from and against any and all claims, actions, liabilities, losses, damages, costs,

penalties and expenses, including reasonable attorneys' fees at all levels of litigation, costs, and interest, which may be sustained or incurred by the other party at any time., due the party's negligent acts or omissions in the performance or failure to perform the services, responsibilities and duties set out in this Agreement.

- Each party agrees that it shall give the other party prompt notice of any claim, threatened, or made, or suit С, Instituted against it, which could result in a claim for indemnification.
- d. It is mutually agreed that no person shall be subject to unlawful discrimination by either SCHOOL, or AGENCY.
- The AGREEMENT may be modified by written amendment signed by duly authorized representative of each e. party.
- f. GOVERNING LAW: This Agreement shall be governed, interpreted and construed under the laws of the State of Florida, with venue in Martin County for any legal proceedings.
- 5. TERM:
- This AGREEMENT shall be effective for an indefinite duration commencing upon date of signature by both a, parties. Failure to provide proof of current insurance requirements shall void this contract.
- This AGREEMENT may be terminated by either party giving sixty days notice in writing to the other party by b, certified or registered mail at the address hereafter set forth. Such termination shall not take effect, however, until the students already accepted for placement in the Program have completed their scheduled clinical training period.

The undersigned, representing the institutions aforementioned, subscribe to the terms of this AGREEMENT and hereby affix their signatures.

ghature onno origina svinkandnistratori oromenvinstra Mertin Memorial Health Systems Inc enature

Contact for Insurance or Contract: Revised 11/10/99, 9/8/01, 2/18/02, 8/23/05, 03/2010, 6/28/10, 9/26/13

Approved by Risk, Legal & HR

AFFILIATION AGREEMENT ID #111.1000935

THIS AFFILIATION AGREEMENT ("Agreement") is entered into and effective as of Augur 10th, 2017 (the "Effective Date"), by and between District Hospital Holdings, Inc., d/b/a Lakeside Medical Center, which is part of the Health Care District of Palm Beach County, an independent special taxing district of the State of Florida subject to the Palm Beach County Health Care Act (Chapter 2003-326, Laws of Fla.) (hereinafter referred to as "Facility"), and Health Career Institute, LLC ("School"), collectively referred to as the ("Parties").

WITNESSETH

WHEREAS, School desires to obtain clinical education experience for its Students (hereinafter defined) who are participating in its Nursing Clinical Rotation education program;

WHEREAS, Facility provides health care services and is willing to provide the Clinical Experience for the School's Students; and.

WHEREAS, the parties desire to enter into this Agreement to provide for certain education and training of Students subject to the terms and conditions set forth below:

NOW, THEREFORE, in consideration of the foregoing, and of the mutual covenants, promises and undertakings herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually covenanted and agreed by and between the Parties hereto as follows:

SECTION 1 --- INCORPORATION OF RECITALS

The foregoing Recitals are true and correct and are adopted and incorporated herein by reference.

SECTION 2 - DEFINITIONS

For purposes of this Agreement, the following terms shall have the meaning specified below:

"Student" or "Students" means any one, or all, individuals enrolled or seeking a degree in 2.1 School's Nursing education program at the School.

"Program" means a course or courses taught through the School whose enrollees are 2,2 comprised of individuals who are seeking to obtain an appropriate degree from the School.

"Clinical Experience" means that portion of the Program during which Students undergo a 2.3practicum at Facility, the purpose of which is to develop and utilize their practical skills in a controlled clinical environment. Each Student participating in the Clinical Experience shall remain under the supervision of School faculty at all times. The specific Facility and timeframes for the Students Clinical Experiences shall be mutually agreed upon by the parties.

SECTION 3 - OBLIGATIONS OF PARTIES

Page 1 of 16

The Parties agree:

3.1

Affiliation Agreement - Health Career Institute, LLC

a. In the event that conflicts or problems arise related to the Clinical Experience of any Student pursuant to this Agreement, Facility will contact the School's Program designee, referenced herein, by telephone or written notice. In the event a resolution cannot be expeditiously achieved, or in the event that Facility determines that the health, safety or welfare of any of Facility's residents, guests, employees, or agents is threatened by the continued participation of a Student in the Clinical Experience, Facility shall require withdrawal of the Student from the Clinical Experience and shall refuse the Student further access to the Facility at its sole discretion.

b. It is understood that in no event shall the Students or School faculty be considered or represent themselves as agents, officers, servants, or employees of the Facility. Each Student and School faculty member shall wear a photo identification tag, at all times and conspicuously placed, while present in the Facility.

3.2 The School agrees to:

a. Accept only eligible Students as enrollees in the Clinical Experience, with eligibility criteria to be determined by the School from time to time and in accordance with the rules and regulations applying to all students of the School.

b. Select and assign appropriately licensed and qualified School faculty ("Faculty") to supervise the Clinical Experience course for eligible Students. School shall ensure that its Faculty responsible for teaching and/or supervising School's Students in the Facility (1) have faculty appointments with the School; (2) possess and maintain all necessary and appropriate clinical privileges at Facility during the term of the faculty assignment to Facility medical staff bylaws and rules and regulations, resign clinical privileges granted by Facility upon termination of this Agreement and/or reassignment of Faculty members.

c. Provide an appropriate course of study for students attending the Clinical Experience; School will be responsible for planning and implementing the educational Program for Students, ensuring that the medical education activities contemplated herein comply with the standards and requirements of the School's accrediting bodies, and determining adequate preparation in theoretical knowledge, basic skills, professional ethics, attitude, and behavlor. Facility will be provided documentation of curriculum and sequence. School shall have ultimate authority over the academic affairs and the education and evaluation of the Students and Faculty.

d. Consult with the Facility, or such designated officer of Facility, in its selection of appropriate components of the Clinical Experience.

e. Require that each Student enrolled in the Clinical Experience executes the Confidentiality Statement attached hereto as Exhibit "A" prior to reporting to Facility to begin the Clinical Experience, and that a copy of the executed Statement will be provided to Facility along with the Attestation discussed below.

f. Require that each Student participating in the Clinical Experience abides by all of Facility's policies and procedures, as may be modified from time to time by the Facility.

g. Maintain professional liability insurance for itself and each Student participating in the Clinical Rotation at the Facility, with limits of not less than One Million (\$1,000,000.00) Dollars per

Affiliation Agreement -- Health Career Institute, LLC

Page 2 of 16

occurrence and Three Million (\$3,000,000.00) Dollars in the aggregate. A certificate of insurance evidencing these coverages shall be furnished to Facility on an annual basis. The certificate shall provide for thirty (30) days prior written notice to Facility of intent to modify, terminate or cancel such insurance coverage. If any insurance coverage required herein is terminated for any reason during the term of this Agreement or for a period of four (4) years following termination of this Agreement, School shall immediately purchase, at its sole expense, "Tail" coverage that for at least four (4) years immediately following the termination of the policy will provide insurance coverage for School and those individuals, and in such amounts, as set forth in this Agreement. The preceding sentence shall survive termination of this Agreement.

h. Prior to assigning any Student to Facility, School shall require that its Students complete appropriate instruction on applicable State and federal patient privacy and confidentiality requirements including, without limitation, requirements for compliance with the Privacy Rule in the 1996 Health Insurance Portability and Accountability Act (HIPAA), and the applicable provisions of the Health Information Technology for Economic and Clinical Health Act of 2009 (42 U.S.C. §17931 et seq. ("HITECH"). School and Facility may coordinate providing such instruction to Students.

i. The School shall require each Student enrolled in the Clinical Experience, and each Faculty member participating in the Clinical Experience at the Facility, to provide, at his/her own expense:

- (i) Approved uniform or clinical attire;
- (ii) Meals;
- (iii) Laundry Service;
- (iv) Transportation; and
- (v) Evidence that he/she is in good health; such evidence shall include, but is not limited to; report of a basic physical examination and proof of immunizations; such evidence shall be submitted to Facility prior to the Student or Faculty member beginning the Clinical Experience at the Facility;

j. School shall, at its own expense or the expense of the Student, perform a "Level II" background screening investigation in accordance with the provisions of Chapter 435, Fla. Stat., on each Student prior to commencing his/her participation in the Clinical Experience. Facility further requires each participant to comply with the Facility's Drug Free Workplace Policy, and may require School to perform a drug screening on any Student at any time during the Clinical Experience. School shall not assign any student who would otherwise be deemed disqualified pursuant to Sections 435.04 and/or 408.809, Florida Statutes, unless the assignment is expressly authorized in writing by Facility upon full disclosure by School of disqualifying issue/event.

k. School shall require that its Faculty members, prior to the assumption of any teaching responsibilities at Facility pursuant to this agreement, shall have applied for and obtained all necessary and appropriate medical staff privileges at the Facility, and shall further require its Faculty to:

- i. Abide by all policies, procedures, protocols, rules and regulations of the Facility including, but not limited to, the Facility's Drug Free Workplace Policy, documentation of care in patient's medical record, and all applicable laws and regulations regarding confidentiality of protected health information as set forth in the Privacy Rule as defined in this Agreement;
- il. Assume responsibility for personal illness occurring while discharging their responsibilities at the Facility except as otherwise provided in Section 3.3 kelow;
- ili. Provide proof of educational qualifications and licenses, if applicable;

Affiliation Agreement - Health Curcer Institute, LLC . Page 3 a

Attend all required planning meetings for the Clinical Experience, and any applicable orientation session at the Facility prior to commencement of the Clinical Experience; and

v. Provide patient care only to the extent that such Faculty member has applied for and received appropriate medical privileges/authorization from the Facility, and faculty have verified that each patient to be cared for pursuant to this Agreement has provided express consent to receiving such care from School Faculty with Student(s) in attendance.

All patient care shall be provided in accordance with the orders of patient's physician and in strict compliance with Facility's policies, procedures, protocols, rules and regulations, and according to the prevailing standard of medical care in the community. Notwithstanding the foregoing, the parties acknowledge and agree that neither the Students nor the School shall be entitled to bill and/or collect for any medical services rendered pursuant to this Agreement, and the Facility will not bill for and/or collect payment from any third party payor for the medical services rendered by Faculty.

During the Term of this Agreement and for a period of six (6) years (or, at a minimum, the expiration of the applicable statute of limitations for claims related to the medical services provided by Faculty) following the termination of this Agreement, subject to applicable legal restrictions and having obtained appropriate consent from the patient or patient's authorized legal representative, Faculty shall be entitled to access records of patients treated by the Faculty member at reasonable normal business times, and following reasonable advance written request. The parties agree to cooperate with each other in a reasonable manner in the investigation and defense of any professional liability claims made against Facility and/or School arising out of the activities of the Faculty and/or Students pursuant to this Agreement.

1. School shall screen all of its Students and faculty ("Screened Persons") against (a) the United States Department of Health and Human Services/Office of Inspector General List of Excluded Individuals/Entities (available through the Internet at <u>http://www.oig.hhs.gov</u>), and (b) the General Services Administration's List of Partles Excluded from Federal Programs (available through the Internet at <u>http://www.oig.hhs.gov</u>) (collectively, the "Exclusion Lists") to ensure that none of the Screened Persons (are currently excluded, debarred, suspended, or otherwise ineligible to participate in Federal healthcare programs or in Federal procurement or non-procurement programs, or have been convicted of a criminal offense that falls within the ambit of 42 U.S.C. § 1320a-7(a), but have not yet been excluded, debarred, suspended, or otherwise declared ineligible (each, an "Ineligible Person"). If, at any time during the term of this Agreement any Screened Person becomes an Ineligible Person or proposed to be an Ineligible Person, the School shall immediately notify the Facility of the same. Screened Persons shall not include any Student or Faculty that is not participating in a Clinical Experience under this Agreement.

m. School agrees to document compliance with the health and background screening requirements in this Agreement via its Health and Background Screening Attestation, attached hereto as Exhibit B, and adopted and incorporated herein by reference. School shall cause its School Administrator, or other similarly authorized School administrator, to execute the Attestation and School will submit such Attestation, along with a copy of the executed Confidentiality Statement, to Facility prior to scheduling the Clinical Experience for Students.

n. School, for itself and its Faculty, agrees that all patlent medical records are and shall remain the exclusive property of the Facility, and neither shall have any right to copy, transmit or remove such records. Facility shall assure availability of the medical records of those patients being diagnosed or

Affiliation Agreement- Health Coreer Institute, LLC

Page 4 of 16

treated by the Faculty, and shall make such records available to School for patient care purposes or in connection with School's investigation and defense of claims arising out of any health care services provided by the Faculty.

3.3 The Facility agrees to:

a, Provide access to its Facility, subject to Section 3.2(1) above, as appropriate for Students to participate in the Clinical Experience, in accordance with Program objectives and course requirements set by the School and will provide adequate orientation for Students at the beginning of their assignments. Such orientation shall include, but shall not be limited to, providing information to the Students regarding the location and use of the Facility's emergency care services. The Director of Medical Education or designee shall participate with the School's designee in planning, implementing, coordinating and evaluating the Program of Clinical Experience. Conferences, as necessary, will be held to review and evaluate the clinical experience and to resolve any specific issues that arise regarding the Clinical Experience.

b. Facility shall at all times remain responsible for patient care. Students shall be authorized to engage in direct contact with a patient of the Facility only upon consent of the patient, and only while under the direct supervision of School's Faculty and within the scope of the Clinical Experience as documented in the curriculum and sequence submitted to Facility.

c. In the event of an onset of illness or injury, including exposure to infectious or environmental hazards, of any Student or Faculty during assignment to the Facility, emergency care will, if applicable, be provided by the Facility and billed to the Student's/Faculty's insurance. Follow-up care for exposures may be provided at the Facility and billed to the Student's/Faculty's insurance, or provided by the School's own health services, as appropriate.

d. Facility shall permit, with reasonable advance notice and coordination with Facility administrators so as to not disrupt patient care and/or Facility operations, the inspection of its clinical and related facilities by agencies charged with the responsibility for accreditation of the School educational Program.

This Agreement shall not be construed as constituting a waiver of any rights to sovereign C. immunity granted to the Facility under the laws and Constitution of the State of Florida. School acknowledges that the Facility is an entity of the Health Care District of Palm Beach County, an independent special taxing district of the State of Florida subject to the terms of the Palm Beach County Health Care Act (Chapter 2003-326, Laws of Fla.) and other laws of the State of Florida and the United States of America now or hereafter enacted, as the same may be modified or amended from time to time. The Facility is a sovereign entity as defined by Florida law and, as such, is afforded the protections of sec. 768.28, Florida Statutes, et seq. If any part of this Agreement, or any obligations of School or the Facility hereunder, are contrary to, prohibited by or deemed invalid under the Palm Beach County Health Care Act or any other applicable law or regulation of the State of Florida or the United States of America, such provision or obligation shall be inapplicable and be deemed omitted to the extent so contrary prohibited or invalid. Facility warrants that it is self-insured and/or maintains one or more insurance policies providing liability coverage, and Facility further warrants that will keep such self-insurance and/or insurance policy/policies in full force and effect so as to respond to claims arising out of its performance under this Agreement.

Pago 5 of 16

SECTION 4 - HIPAA BUSINESS ASSOCIATE RELATIONSHIP AND CONFIDENTIALITY OF RECORDS

4.1 The Parties acknowledge that Student's Clinical Experience at the Facility may involve the use and/or disclosure of individually identifiable health information ("Protected Health Information" or "PHI") of Facility patients, and/or information contained in Confidential Student Records (as that term is defined in section 4.3) to School Faculty, Facility staff, and other persons who have interaction with Students participating in the Clinical Experience;

4.2 To the extent that Facility and/or School, in the performance of their respective obligations pursuant to this Agreement, might be deemed a "covered entity" or a "business associate" as such term is defined under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), including the federal privacy regulations (collectively, the "Privacy Rule") set forth at 45 CFR Part 160 and Part 164 and the federal security regulations (collectively, the "Security Rule") set forth at 45 CFR Parts 160, 162, and 164, and the applicable provisions of the Health Information Technology for Beonomic and Clinical Health Act of 2009 (42 U.S.C. §17931 et seq. ("HITECH"), each hereby agrees to comply with the applicable provisions of same. Further, the Parties acknowledge and agree that, pursuant to HIPAA's definition of "health care operations," the minimum necessary use and disclosure of Protected Health Information may be made to Students, trainees or practitioners participating in health education programs under supervision to practice or improve their skills as health care providers. School shall require Students assigned to Facility pursuant to this Agreement to execute a Confidentiality Agreement and to comply with all applicable laws and regulations, and Facility policies, procedures and protocols regarding access to and disclosure of Protected Health Information or ("PHI").

4.3 The School is an educational institution governed by Section 1002,225, Florida Statutes, and/or 34 C.F.R. 99 (the Family Educational Rights and Privacy Act or FERPA), and information received by the Facility concerning Students participating in the Clinical Experience may include confidential student "records and reports" and or confidential "education records" (collectively, "Confidential Student Records") as those terms are defined in § 1002,225 of the Florida Statutes and 34 CFR 99.3, respectively. Each party acknowledges that information (if any) received from the School regarding Students may also be protected by the Family Educational Rights and Privacy Act ("FERPA"), and each agrees to use such information only for the purpose for which it was disclosed and not to make it available to any third party without first obtaining the Student's written consent.

4.4. <u>Disclosure to DHHS</u>. To the extent required by applicable laws and regulations, School shall make its internal practices, books, and records relating to any use and disclosure of PHI available to the Secretary of Health and Human Services to the extent required for determining the Facility's compliance with the Privacy Regulations. Notwithstanding the above, no attorney-client, accountant-client, or other legal privilege shall be deemed waived by Facility or School by virtue of this provision.

4.5 <u>Termination based on breach of Section 4.</u> Notwithstanding anything to the contrary in this Agreement, Facility may terminate this Agreement immediately if, in the Facility's reasonable opinion, School breaches any applicable provision of this Section.

SECTION 5 - TERM AND TERMINATION

5.1 This Agreement shall be effective upon execution by the parties and its initial term shall be for three (3) years. The Parties may, by written amendment to this Agreement, renew the Agreement for successive one (1) year terms unless sooner terminated in accordance with the terms contained herein.

Page 6 of 16

Affiliation Agreement - Health Career Institute, LLC

5.2 This Agreement may be terminated without cause by either party upon providing at least thirty (30) days prior written notice to the other party. Upon the giving of notice of termination under this provision, any Clinical Experience scheduled to occur prior to the termination date shall take place; however, any Clinical Experience scheduled to occur after the termination date shall be deemed canceled unless the parties have made specific arrangements in writing regarding such after-scheduled events.

5.3 Notwithstanding anything to the contrary herein, this Agreement may be terminated by the Facility immediately upon School's material breach of this Agreement. In the Facility's sole discretion, School may be granted a cure period by Facility and, to the extent the breach is cured by the end of the stated cure period, the Agreement shall continue in force.

5.4 Effect of Termination. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination.]

5.5 Termination Due to Lack of Funding.

a. Facility is a political subdivision and independent special taxing district of the state of Florida, subject to the terms of the Palm Beach County Health Care Act (Ch. 326-2003, Laws of Florida) and as such, this Agreement (and all Exhibits hereto) is subject to budgeting and appropriation by the District of funds sufficient to pay any of the facility's costs associated herewith in any fiscal year of the Facility. Notwithstanding anything in this Agreement to the contrary, in the event that no funds are appropriated or budgeted by the Facility's governing board in any fiscal year to pay the costs associated with the Facility's obligations under this Agreement, or in the event the funds budgeted or appropriated arc, or are estimated by the Facility to be, insufficient to pay the costs associated with the Facility's obligations hereunder in any fiscal period, then the Facility will notify School of such occurrence and either the Facility or School may terminate this Agreement by notifying the other party in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the Facility of any kind whatsoever.

5.6 Termination Due To Legislative or Administrative Changes. In the event that there shall be a change in an applicable health care law or the interpretation thereof (including, without limitation, Medicare and Medicaid laws, regulations and instructions promulgated thereunder), or the initiation of an enforcement action with respect to any applicable health care law, which affects the continuing viability or legality of this Agreement, then either party may, by written notice to the other party, propose an amendment to conform this Agreement to applicable laws. If notice of such a proposed change is given and the Parties hereto are unable to agree within thirty (30) days upon an amendment, then either party may terminate this Agreement by providing ten (10) day's advance written notice to the other party, unless a sooner termination is required under the applicable law or by circumstances.

SECTION 6 - PUBLIC RECORDS

6.1 The School shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the Facility as provided under section 119.011(2), Florida Statutes, specifically agrees to:

Page 7 of 16

· (a)

Keep and maintain public records required by the Facility to perform under Agreement.

(b) Upon request from the Facility's custodian of public records or designee, provide the Facility 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.

(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 this Agreement and following completion of this Agreement if the School does not transfer the records to the Facility.

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

IF THE SCHOOL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SCHOOL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT HEALTH CARE DISTRICT OF PALM BEACH COUNTY, ATTN: SANDRA AGBI AT (561) 804-5781, <u>SAGBI@HCDPBC.ORG</u>, 2601 10TH AVENUE NORTH, SUITE 100, PALM SPRINGS, FL 33461-3133.

SECTION 7 - MISCELLANEOUS PROVISIONS ·

7.1 <u>Modification</u>. The provisions of this Agreement may not be amended, supplemented, waived or changed orally or by course of conduct of the Parties but only by a writing signed by the party as to whom enforcement of any such amendment, supplement, waiver of modification is sought and making specific reference to this Agreement.

7.2 <u>Assignment</u>. This Agreement shall not in any manner be assigned, delegated, or transforred by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, nothing herein shall prohibit Facility from assigning this Agreement, regardless of consent, to any affiliate of the Health Care District of Palm Beach County. Any such transfer or assignment in violation of this Section 8.2 shall be void and without force or effect.

7.3 <u>Notices</u>. All required notices shall be in writing and shall be addressed to the following representative of the Parties:

For Facility:

Rick Roche Hospital Administrator

Affiliation Agreement - Health Carcer Institute, LLC

Page 8 of 16

Lakeside Medical Center 39200 Hooker Hwy. Belle Glade, FL 33430

With a copy to:

General Counsel Health Care District of Palm Beach County 2601 10th Avenue North, Suite 100 Palm Springs, Florida 33461-3133

For School:

a.

Brenda Green Health Career Institute, LLC 1764 N. Congress Avenue West Palm Beach FL 33409

Notices may be hand delivered or mailed by certified mail with return receipt requested. Notices will be deemed delivered:

On the date delivered if hand delivered.

b. On the date communicated if confirmed by answer back.

c. On the date on which the return receipt is signed or delivery is refused or the notice is designated by postal authorities as not deliverable.

7.4 <u>Relationship of Parties</u>. The relationship between Facility and School is that jof independent contractors, and neither shall be considered a joint venturer, partner, agent, representative or other relationship of the other for any purpose expressly or by implication. Further, it is agreed and understood that Students, while participating in the Clinical Experience, are not and shall not be considered to be employees of Facility, as that term is defined in and for purposes of the Florida Workers' Compensation Law, Section 440.02(13)(a); and further, that said Students are not and shall not be considered to be volunteers of the Facility as that term is defined in Chapter 400, Part II, Florida Statutes, nor shall they be considered to be volunteers for a government entity, as that term is defined in Section 440.02(13)(d)6, and that accordingly, coverage otherwise available thereunder shall not apply to participating Students. Therefore, School shall maintain professional liability insurance coverage for each Student participating in the Clinical Experience in accordance with paragraph 3.2g, above. All Students shall be regularly matriculated in the Program and shall receive no compensation for any activity performed hereunder, regardless of the nature and extent of the acts performed by them.

7.5 <u>Governing Law, Venue, and Jurisdiction</u>. This Agreement and all transactions contemplated by this Agreement shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Plorida without regard to principles of conflicts of law.

7.6 <u>Sovereign Immunity</u>. This Agreement shall not be construed as constituting a waiver of any rights to sovereign immunity granted to either party under the Iaws and Constitution of the State of Florida. Facility is an agency of the State of Florida as defined in Section 768.28, Florida Statutes, and shall be responsible for all claims, liability, damage, losses, and/or causes of action that arise from the negligent acts or omissions of its own officers, directors, employees, representatives and agents to the extent and up to the limits of liability provided in Section 768.28, Florida Statutes. Nothing in this Agreement is intended, nor shall be construed or interpreted, to walve or modify immunities and limitations available to Facility as set forth in Section 768.28, Florida Statutes, as may be amended from time to time, or any successor statute

Affiliation Agreement - Health Career Institute, LLC

Page 9 of 16

thereof,

7.7 <u>Severability</u>. If any part of this Agreement is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.

7.8 <u>Non-Exclusive Agreement</u>. Nothing contained in this Agreement is intended to prohibit or limit Facility from accepting students from other colleges, universities, schools or other educational institutions for the purpose of providing clinical experiences to such students, nor prohibit or limit School from placing its Students at other facilities for the provision of clinical experiences.

7.9 <u>Entire Agreement</u>. This Agreement, along with any referenced addenda and/or exhibits, represents the entire understanding and agreement among the Parties with respect to the subject matter hereof, and supersede all other negotiations, understandings and representations, if any, made by and between the Parties.

7.10 <u>Non-Discrimination</u>. Discrimination against any individual involved in the Program, because of race, color, religion, sex, national origin, age, handleap, veteran's status, marital status, sexual orientation or any protected status is prohibited by the School and the Facility, and if practiced by either party shall be cause for terminating this Agreement.

7.11 <u>No Remuneration</u>. This Agreement does not contemplate the payment of any fee or remumeration by either party to the other but is intended to jointly benefit both parties by improving education, professional preparation, and methods of patient care. Neither School, nor any of its Faculty, shall bill and/or collect payment for the medical services rendered to any patient during the term of this Agreement or for providing instruction or oversight pursuant to this Agreement. Furthermore, this Agreement does not contemplate or require either party to recommend or arrange for the referral of business or the purchase of items or service, or any other illegal conduct.

7.12 <u>Learner Status.</u> Students will have the status of learners at the Facility. They are not to replace Facility staff, and shall not to render patient care and/or any medical service except as otherwise expressly set out in the curriculum, authorized by Facility, and consented to by patient(s).

7.13 <u>Standards of Conduct</u>. The Parties shall collaborate to assure that professional standards and professional conduct are maintained by all students, faculty and staff involved in the delivery of the Clinical Experience.

7.14 <u>Curriculum and Oversight</u>. The parties agree that while students from other programs or institutions may participate in clinical experiences at Facility, such students will be subject to their own curriculum and faculty oversight and will not be governed by this Agreement.

7.15 <u>Use of Name</u>. Neither party shall use the name, logo, likeness, trademarks, image or other intellectual property of the other party for any advertising, marketing, endorsement or any other purposes without the specific prior written consent of an authorized representative of the other party as to each such use. School may refer to the affiliation with Facility in the School catalog and in other public information materials regarding the Program. Facility may refer to the affiliation with like School in its brochures and other public information materials having to do with clinical education programs.

Page 10 of 16

Compliance with Federal Programs. Each party hereby represents and warrants to the 7.16 other party that it (i) is not currently excluded, debarred or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. § 1320a-7b(f) ("Federal Health Care Programs"); (ii) is not convicted of a criminal offense related to the provision of health care items or services; and (iii) is not under investigation or otherwise aware of any circumstances which may result in its being excluded from participation in the Federal health care programs. Each party shall immediately notify the other party of any change in the status of the representation and warranty set forth in this section.

The Facility may terminate this Agreement if Regulatory and Statutory Approval. 7.17 the School does not maintain full or Provisional Accreditation status by the LCME, or if such accreditation status is lost during the term of the Agreement. In the event of termination pursuant to this subsection, Students shall not be allowed to continue training at the Facility,

[SIGNATURE PAGE FOLLOWS]

Page 11 of (G Affiliation Agreement- Health Career Institute, LLC

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date(s) set forth below, ...

DISTRICT HOSPITAL HOLDING, INC. d/b/a LAKESIDE MEDICAL CENTER

BY:

Darcy Davis, Chief Executive Officer Health Care District of Palm Beach County

8-16-1 Date:

APPROVED AS #0 FORM AND LEGAL SUFFICIENCY

BY: Valake Shalyiari Asq. Goheral Counsel-Health Care District of Palm Beach County

HEALTH CAREER INSTITUTE, LLC Kerry Kola MMHC, MN, PV BY: Sherry Ribber, MMHC; MSN, RN Name/Title NURSING 01 8 Date: 10

Affiliation Agreement - Health Career Institute, LLC

Page 12 of 16

BY;



1764 North Congress Avenue

West Palm Beach, Florida 33409

(561) 586-0121 Office (561) 471-4010 Fax

AFFILIATION AGREEMENT

This Agreement made and entered into on this date of April, 9, 2018 between Community Health Center, referred to as "Clinical Facility," and Health Career Institute (Main Campus) at 1764 N. Congress Ave, West Palm Beach, Florida 33409 and Lauderdale Lakes (Branch of West Palm Beach), 4850 W. Oakland Park Boulevard, Suite 123, Lauderdale Lakes, FL, 33313 a public corporation under the laws of the State of Florida, hereinafter referred to as "School".

Whereas, the parties hereto desire to enter into a contractual arrangement providing education and training of students in the Nursing (ADN) program, Paramedic, Emergency Medical Technician (EMT), and Associate in Science degree in Emergency Medical Services (EMS).

NOW THEREFORE, It is Agreed Between The Parties As Follows:

¹ The School has undertaken to educate and train students in the Nursing (ADN), Paramedic, 1. EMT and EMS programs.

2. The programs shall be under the auspice of the School, as defined in Florida State Statutes Chapter 401, Administrative Code 64E-2.036 and 464.019 (1)(g)(h), 464.019 (1)(f)(g), 464.019 and 120.60, Training Program.

3. This agreement shall continue for three (3) years and may be renewed annually by the mutual consent of both parties. This agreement may be terminated by either party with or without cause upon thirty (30) days prior written notice, but such termination shall not be effective as to the then enrolled students who shall have an opportunity to complete their semester/program.

The School Further Agrees To:

The School hereby represents that it has complied and shall continue to comply 1. with all applicable Federal and State statutes and local ordinances. Further, the School shall be solely_responsible for obtaining and complying with all necessary permits, approvals and authorizations required for the training programs, which are the subject of this Agreement from any federal, state, regional, county, or city agency.

2. Ensure that students in the program are subject to and comply with the rules and regulations of the School and receive the training and certification required by Statutes Chapter 401, Administrative Code 64E-2.036 and 464.019 (1)(g)(h), 464.019 (1)(f)(g), 464.019 and 120.60, Training Program and Clinical Sites.

3. Adhere to the policies and procedures established by the clinical site to include Exposure Control Plan for Blood Borne Pathogens and all related Infectious Control Policies.

4. Consult with the clinical site designee selecting clinical experiences for the students of the program. However, the School acknowledges and hereby agrees that such clinical experiences shall ultimately be decided by the clinical site and as the circumstances may permit.

5. Provide a list of students and the dates for which such students are expected to participate in the clinical experiences to Clinical Site.

6. The School shall ensure that each student provides at his or her own expense the following: (a) Uniforms (b) Laundry service (c) Transportation (d) Meals (e) Physical examination (f) Required immunizations (g) Hospital and medical treatment (i) Personal/private accident insurance or evidence of such protection so as to include Professional liability insurance coverage of not less than \$1,000,000.00 per occurrence and \$3,000,000.00 aggregate. Such insurance shall specifically include the Clinical Site as an additional insured.

7. No student shall perform any procedure(s) on a patient unless such student has previously demonstrated sufficient competency at such procedure(s) to satisfy any federal, state, regional, county, city and/or educational requirement(s) for the performance of such procedure(s).

The Clinical Site Further Agrees To:

1. Provide the necessary facilities for clinical experiences for Nursing (ADN), Paramedic, EMT and EMS programs.

2. Cooperate in the assignments of the students at The Clinical Site with staff of the School, however; such assignments shall be in accordance with the Clinical Sites established shifts, available qualified supervisory personnel and station availability.

3. Provide liaison between the Clinical Site administrator and the School Program Coordinator.

Health Career Institute Affiliation Agreement - revised 6-21-17

4. Provide for supervision at all times of students while participating in the clinical setting at the Clinical Site.

Both Parties Further Agree as Follows:

1. No student shall in connection with this agreement or performance of services hereunder have a right to or claim for any wages, salary, or any other form of compensation, unemployment compensation, civil service or other employee rights, privileges and/or benefits granted by operation of law or otherwise. No student shall be deemed an employee of the Clinical Site, for any purpose, during the performance of services hereunder.

2. Neither party to this Agreement nor their respective officers, agents, representatives or employees shall be deemed to have assumed any liability for the negligent or wrongful acts or omissions of the other.

3. To the extent permitted by law, the School, shall indemnify and save harmless and defend the Clinical Site, its agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action which may arise from any negligent act or omission of the School, its students, agents, servants, or employees in the performance of services under this Contract. Nothing in this provision shall be construed as consent by the Clinical Site to be sued.

4. This Agreement and any dispute, disagreement, or issue of construction, declaration or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided herein, performance or breach shall be governed and interpreted according to laws of the State of Florida. If any action, whether in law, equity or otherwise is brought for the interpretation or enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

5. The Clinical Site and the School, agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument

Health Career Institute Affiliation Agreement - revised 6-21-17

executed by the parties.

7. This agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

In the event that any section, paragraph, sentence, clause, or provision hereof is 8. held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

AUTHORIZATION OF AGREEMENT WITH FACILITY AND SCHOOL

Name of Facility: Community Health Center Address: 2100 W 45th Street Suite A8/9 City, State, Zip Code: West Palm Beach, FL 33409 Name of Contact: Title of Contact: Phone Number of Contact: Email of Contact:

George Papadimitrion. Facility Administrator (PRINT NAME)

44/18,

Facility Signature

Date

Health Career Institute (West Palm Beach Main Campus) **1764 North Congress Avenue** Suite 203 West Palm Beach, FL 33409

Robert W. Bonds, M.B.A Chief Operating Officer 561.586.0121 rbonds@hci.edu

Robert W. Bonds, C.O.O. (PRINT)

Lauderdale Lakes (Branch of West Palm Beach) 4850 W. Oakland Park Boulevard Suite 123 Lauderdale Lakes, FL 33313

Robert W. Bonds, M.B.A **Chief Operating Officer** 561-586.0121 rbonds@hci.edu

DONOS 47

Robert W. Bonds, C.O.

Health Career Institute Affiliation Agreement - revised 6-21-17

Page 4 of 4

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 130 of

1026



1764 North Congress Avenue

West Palm Beach, Florida 33409

(561) 586-0121 Office (561) 471-4010 Fax

AFFILIATION AGREEMENT

This Agreement made and entered into on this date, June , 2017, between Advent Square, referred to as "Clinical Facility," and Health Career Institute Main Campus at 1764 N. Congress Ave, West Palm Beach, Florida 33409 and Lauderdale Lakes, 4850 W. Oakland Park Boulevard, Suite 123, Lauderdale Lakes, FL, 33313 a public corporation under the laws of the State of Florida, hereinafter referred to as "SCHOOL".

Whereas, the parties hereto desire to enter into a contractual arrangement providing for education and training of students in the Paramedic, Emergency Medical Technician (EMT), and Associate in Science degree in Nursing (A.D.N.) program.

NOW THEREFORE, It is Agreed Between The Parties As Follows:

1. The School has undertaken to educate and train students in the Paramedic, EMT and Associate in Science degree in Nursing (A.D.N.) program.

The programs shall be under the auspice of the School, as defined in Florida State
 Statutes Chapter 401, Administrative Code 64E-2.036 and 464.019 (1)(g)(h), 464.019 (1)(f)(g),
 464.019 and 120.60, Training Program.

3. This agreement shall continue for three (3) years and may be renewed annually by the mutual consent of both parties. This agreement may be terminated by either party with or without cause upon thirty (30) days prior written notice, but such termination shall not be effective as to the then enrolled students who shall have an opportunity to complete their program.

The School Further Agrees To:

1. The School hereby represents that it has complied and shall continue to comply with all applicable Federal and State statutes and local ordinances. Further, the School shall be solely responsible for obtaining and complying with all necessary permits, approvals and authorizations required for the training programs, which are the subject of this Agreement from any federal, state, regional, county, or city agency.

2. Ensure that students in the program are subject to and comply with the rules and regulations of the School and receive the training and certification required by Statutes Chapter 401, Administrative Code 64E-2.036 and 464.019 (1)(g)(h), 464.019 (1)(f)(g), 464.019 and 120.60, Training Program and Clinical Sites.

3. Adhere to the policies and procedures established by the clinical site to include Exposure Control Plan for Blood Borne Pathogens and all related Infectious Control Policies.

4. Consult with the clinical site designee selecting clinical experiences for the students of the program. However, the School acknowledges and hereby agrees that such clinical experiences shall ultimately be decided by the clinical site and as the circumstances may permit.

5. Provide a list of students and the dates for which such students are expected to participate in the clinical experiences to Clinical Site.

6. The School shall ensure that each student provides at his or her own expense the following: (a) Uniforms (b) Laundry service (c) Transportation (d) Meals (e) Physical examination (f) Required immunizations (g) Hospital and medical treatment (i) Personal/private accident insurance or evidence of such protection so as to include Professional liability insurance coverage of not less than \$1,000,000.00 per occurrence and \$3,000,000.00 aggregate. Such insurance shall specifically include the Clinical Site as an additional insured.

7. No student shall perform any procedure(s) on a patient unless such student has previously demonstrated sufficient competency at such procedure(s) to satisfy any federal, state, regional, county, city and/or educational requirement(s) for the performance of such procedure(s).

The Clinical Site Further Agrees To:

1. Provide the necessary facilities for clinical experiences for Paramedic, EMT and Associate in Science degree in Nursing (A.D.N.) program.

2. Cooperate in the assignments of the students at The Clinical Site with staff of the School, however; such assignments shall be in accordance with the Clinical Sites established shifts, available qualified supervisory personnel and station availability.

3. Provide liaison between the Clinical Site administrator and the School Program

Health Career Institute Affiliation Agreement - revised 6-21-17

Coordinator.

4. Provide for supervision at all times of students while participating in the clinical setting at the Clinical Site.

Both Parties Further Agree as Follows:

1. No student shall in connection with this agreement or performance of services hereunder have a right to or claim for any wages, salary, or any other form of compensation, unemployment compensation, civil service or other employee rights, privileges and/or benefits granted by operation of law or otherwise. No student shall be deemed an employee of the Clinical Site, for any purpose, during the performance of services hereunder.

2. Neither party to this Agreement nor their respective officers, agents, representatives or employees shall be deemed to have assumed any liability for the negligent or wrongful acts or omissions of the other.

3. To the extent permitted by law, the SCHOOL, shall indemnify and save harmless and defend the Clinical Site, its agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action which may arise from any negligent act or omission of the SCHOOL, its students, agents, servants, or employees in the performance of services under this Contract. Nothing in this provision shall be construed as consent by the Clinical Site to be sued.

4. This Agreement and any dispute, disagreement, or issue of construction, declaration or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided herein, performance or breach shall be governed and interpreted according to laws of the State of Florida. If any action, whether in law, equity or otherwise is brought for the interpretation or enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

The Clinical Site and the SCHOOL, agree that this Agreement sets forth the entire

Health Career Institute Affiliation Agreement - revised 6-21-17

5.

agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties.

7. This agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

8. In the event that any section, paragraph, sentence, clause, or provision hereof is

held invalid by a court of competent jurisdiction, such holding shall not affect the remaining

portions of this Agreement and the same shall remain in full force and effect.

AUTHORIZATION OF AGREEMENT WITH FACILITY AND SCHOOL

Name of Facility: Advent Square Address: 4798 N Dixie Hwy. City, State, Zip Code: Boca Raton, FL 33431 Tom Dowd Dower, CDP, Name of Contact: Director/Administrator Title of Contact: Phone Number of Contact: S(0) - 39 - 420 +Email of Contact:

Facility Administrator (PRINT NAME)

Facility Signature

Health Career Institute (West Palm Beach Main Campus) 1764 North Congress Avenue West Palm Beach, FL 33409

Sherry Raber, MMHC, MSN, RN **Director of Nursing** 561.586.0121 SRaber@hci.edu

Lauderdale Lakes (Branch of West Palm Beach) 4850 W. Oakland Park Boulevard Suite 123 Lauderdale Lakes, FL 33313

Sherry Raber, MMHC, MSN, RN **Director of Nursing** 561-586-0121 SRaber@hci.edu

School Administrator (PRINT NAME)

School Signature

Date

Sherry RASA, MILLC, MIN, RU

hery has, MAHC, MAN, MAN

Health Career Institute Affiliation Agreement - revised 6-21-17

Page 4 of 5

ase 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 134 of 1026



HEALTH CAREER INSTITUT

(561) 586-0121 Office

(561) 586-7616 Fax

AGREEMENT

This Agreement, made and entered on August 8, 2016 by Health Career Institute and between Dr. Tomaselli Center, hereinafter referred to as "FACILITY", and Health Career Institute 1764 N. Congress Avenue, West Palm Beach, Fl. 33409 a public corporation under the laws of the State of Florida, hereinafter referred to as "SCHOOL".

Whereas, the parties hereto desire to enter into a contractual arrangement providing for education and training of students in the Nursing program.

NOW THEREFORE, It Is Agreed Between The Parties As Follows:

1. The School has undertaken to educate and train students in the Nursing programs.

2. The programs shall be under the auspice of the School, as defined in Florida State Statute Chapter 401 and Administrative Code 64J-1, Training Program.

3. This agreement shall continue for three (3) year and will be renewed annually the mutual consent of both parties. This agreement may be terminated by either party with without cause upon thirty (30) days prior written notice, but such termination shall not effective as to the then enrolled students who shall have an opportunity to complete their program.

The School Further Agrees To:

The School hereby represents that it has complied and shall continue to comply 1. with all applicable Federal and State statutes and local ordinances. Further, the School shall be solely responsible for obtaining and complying with all necessary permits, approvals and authorizations required for the training programs which are the subject of this Agreement from any federal, state, regional, county, or city agency.

2. Ensure that students in the Nursing program are subject to and comply with the rules and regulations of the School and receive the training and certification required by Florida State Statute Section 401.2701 and Administrative Code 64J-1, Training Program.

3. Adhere to the all policies and procedures established by FACILITY to include Exposure Control Plan for Blood Borne Pathogens and all related Infectious Control Policies.

4. Consult with the FACILITY designee selecting Field Internship experiences for the students of the program. However, the School acknowledges and hereby agrees that such clinical experiences shall ultimately be decided by FACILITY and as the circumstances may permit.

5. Provide a list of students and the dates for which such students are expected to participate in the Field Internship experiences to FACILITY.

6. The School shall ensure that each student provides at his or her own expense the following:

- a. Uniforms
- b. Laundry service
- c. Transportation

d. Meals

e. Physical examination

f. Required immunizations

g. Hospital and medical treatment

h. Personal/private accident insurance or evidence of such protection so as to include Professional liability insurance coverage of not less than \$1,000,000.00 per occurrence and \$3,000,000.00 aggregate. Such insurance shall specifically include FACILITY as an additional insured.

7. No student shall perform any procedure(s) on a patient unless such student has previously demonstrated sufficient competency at such procedure(s) so as to satisfy any federal, state, regional, county, city and/or educational requirement(s) for the performance of such procedure(s).

FACILITY Further Agrees To:

1. Provide the necessary facilities for clinical experiences for nursing instruction.

2. Cooperate in the assignments of the students at FACILITY with staff of the School, however; such assignments shall be in accordance with the FACILITY's established shifts, available qualified supervisory personnel and station availability.

2

3. Provide liaison between the FACILITY administrator and the School Nursing Program coordinator.

4. Provide for supervision at all times of students while participating in the clinical setting at FACILITY.

5. Any student of the SCHOOL that is an employee of the FACILITY, shall never be considered as an official member of the "crew" while participating as a student of the SCHOOL. FACILITY will assure that the normal staffing of a rescue unit will be maintained in an addition to the student.

Both Parties Further Agree as Follows:

1. No student shall in connection with this agreement or performance of services hereunder have a right to or claim for any wages, salary, or any other form of compensation, unemployment compensation, civil service or other employee rights, privileges and/or benefits granted by operation of law or otherwise. No student shall be deemed an employee of FACILITY, for any purpose, during the performance of services hereunder.

2. Neither party to this Agreement nor their respective officers, agents, representatives or employees shall be deemed to have assumed any liability for the negligent or wrongful acts or omissions of the other.

3. To the extent permitted by law, the SCHOOL, shall indemnify and save harmless and defend FACILITY, its agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action which may arise from any negligent act or omission of the SCHOOL, its students, agents, servants, or employees in the performance of services under this Contract. Nothing in this provision shall be construed as consent by FACILITY to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

4. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

5. This Agreement and any dispute, disagreement, or issue of construction, declaration or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided herein, performance or breach shall be governed and interpreted according to laws of the State of Florida. Any and all action necessary to enforce the Agreement will be

3

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 137 of 1026

held in Palm Beach County, Florida. If any action, whether in law, equity or otherwise is brought for the interpretation or enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

6. FACILITY and the SCHOOL, agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties.

7. Failure of FACILITY to enforce or exercise any right(s) under this agreement shall not be deemed a waiver of FACILITY'S right to enforce or exercise said right(s) at any time thereafter.

8. This agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

9. In the event that any section, paragraph, sentence, clause, or provision hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

4

BY:⁶ THOMAS

CHIEF ACADEMIC OFFICER

BX DIRECTOR OF NURSING

APPROVED AS TO TERMS AND CONDITIONS

BY: ALFRED A. TOMASELLIS DQ BY: CENTER DIRECTOR (PRINT)

CENTER DIRECTOR SIGNATURE

DATE: 9916

1764 North Congress Avenue West Palm Beach, Florida 33409 (561) 586-0121 Office (561) 471-4010 Fax



AFFILIATION AGREEMENT

This Agreement made and entered into on this date of between NO BEAUTY ረትይነ PAOPGETHD referred to as "Clinical Facility," and Health Career Institute (Main Campus) at 1764 N. Congress Ave, West Palm Beach, Florida 33409 and Lauderdale Lakes (Branch of West Palm Beach), 4850 W. Oakland Park Boulevard, Suite 123, Lauderdale Lakes, FL, 33313 a public corporation under the laws of the State of Florida, hereinafter referred to as "School".

Whereas, the parties hereto desire to enter into a contractual arrangement providing education and training of students in the Nursing (ADN) program, Paramedic, Emergency Medical Technician (EMT), and Associate in Science degree in Emergency Medical Services (EMS).

NOW THEREFORE, It is Agreed Between The Parties As Follows:

1. The School has undertaken to educate and train students in the Nursing (ADN), Paramedic, EMT and EMS programs.

2. The programs shall be under the auspice of the School, as defined in Florida State Statutes Chapter 401, Administrative Code 64E-2.036 and 464.019 (1)(g)(h), 464.019 (1)(f)(g), 464.019 and 120.60, Training Program.

3. This agreement shall continue for three (3) years and may be renewed annually by the mutual consent of both parties. This agreement may be terminated by either party with or without cause upon thirty (30) days prior written notice, but such termination shall not be effective as to the then enrolled students who shall have an opportunity to complete their semester/program.

The School Further Agrees To:

İ. The School hereby represents that it has complied and shall continue to comply

> Revised 9.28.15 Page 1 of 4

with all applicable Federal and State statutes and local ordinances. Further, the School shall be solely responsible for obtaining and complying with all necessary permits, approvals and authorizations required for the training programs, which are the subject of this Agreement from any federal, state, regional, county, or city agency.

Ensure that students in the program are subject to and comply with the rules and 2. regulations of the School and receive the training and certification required by Statutes Chapter 401, Administrative Code 64E-2.036 and 464.019 (1)(g)(h), 464.019 (1)(f)(g), 464.019 and 120.60, Training Program and Clinical Sites.

Adhere to the policies and procedures established by the clinical site to include 3. Exposure Control Plan for Blood Borne Pathogens and all related Infectious Control Policies.

4, ' Consult with the clinical site designee selecting clinical experiences for the students of the program. However, the School acknowledges and hereby agrees that such clinical experiences shall ultimately be decided by the clinical site and as the circumstances may permit.

5. Provide a list of students and the dates for which such students are expected to participate in the clinical experiences to Clinical Site.

The School shall ensure that each student provides at his or her own expense the 6. following: (a) Uniforms (b) Laundry service (c) Transportation (d) Meals (e) Physical examination (f) Required immunizations (g) Hospital and medical treatment (i) Personal/private accident insurance or evidence of such protection so as to include Professional liability insurance coverage of not less than \$1,000,000.00 per occurrence and \$3,000,000.00 aggregate. Such insurance shall specifically include the Clinical Site as an additional insured.

7. No student shall perform any procedure(s) on a patient unless such student has previously demonstrated sufficient competency at such procedure(s) to satisfy any federal, state, regional, county, city and/or educational requirement(s) for the performance of such procedure(s).

The Clinical Site Further Agrees To:

1. Provide the necessary facilities for clinical experiences for Nursing (ADN), Paramedic, EMT and EMS programs,

2. Cooperate in the assignments of the students at The Clinical Site with staff of the School, however; such assignments shall be in accordance with the Clinical Sites established

Health Career Institute Affiliation Agreement - revised 6-21-17

Page 2 of 4

shifts, available qualified supervisory personnel and station availability.

3. . Provide liaison between the Clinical Site administrator and the School Program Coordinator.

4. Provide for supervision at all times of students while participating in the clinical setting at the Clinical Site.

Both Parties Further Agree as Follows:

. 1. No student shall in connection with this agreement or performance of services hereunder have a right to or claim for any wages, salary, or any other form of compensation, unemployment compensation, civil service or other employee rights, privileges and/or benefits granted by operation of law or otherwise. No student shall be deemed an employee of the Clinical Site, for any purpose, during the performance of services hereunder.

2. Neither party to this Agreement nor their respective officers, agents, representatives or employees shall be deemed to have assumed any liability for the negligent or wrongful acts or omissions of the other.

з. To the extent permitted by law, the School, shall indemnify and save harmless. and defend the Clinical Site, its agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action which may arise from any negligent act or omission of the School, its students, agents, servants, or employees in the performance of services under this Contract. Nothing in this provision shall be construed as consent by the Clinical Site to be sued.

4. This Agreement and any dispute, disagreement, or issue of construction, declaration or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided herein, performance or breach shall be governed and interpreted according to laws of the State of Florida. If any action, whether in law, equity or otherwise is brought for the interpretation or enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (Including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

Health Career Institute Affiliation Agreement - revised 6-21-17

Page 3 of 4

Case 9:22-cv-81883-RAR Document 141-2	Entered on FLSD Docket 12/19/2023 1026	Page 141 of
	1020	
D-f	Robert Bonds 4/4	148
KoboA BUNDS CCO	Sherry Raber, MINIHC, MSN, RN- Date Robert Bord S	1

Knolan DeVevo, BSN, RN, MSNc

Knolan DeVevo, BSN, RN, MSNc (PRINT)

Health Career Institute Affiliation Agreement - revised 6-21-17

Page 5 of 4

Date

Page 14

5. The Clinical Site and the School, agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein, None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the partles.

7. This agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

In the event that any section, paragraph, sentence, clause, or provision hereof is 8. held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

AUTHORIZATION OF AGREEMENT WITH FACILITY AND SCHOOL

POR OAGE MD UABS ND BEAUTY 1000 N OHNE ANF Name of Facility. Address: 320 S. OULAD RILLE WPB, RL 33480 City, State, Zip Code: A. 3340 1 Name of Contact: AD'BEFE FENNIFED Title of Contact: (561) 655 - 6327 Phone Number of Contact: Email of Contact:

Facility Administrator (PRINT NAME

Facility Signature

Health Career Institute (West Palm Beach Main Campus) 1764 North Congress Avenue Suite 203 West Palm Beach, FL 33409

Sherry Raber, MMHC, MSN, RN Director of Nursing 561,586.0121

Lauderdale Lakes (Branch of West Palm Beach) 4850 W. Oakland Park Boulevard Suite 123 Lauderdale Lakes, FL 33313

Sherry Raber, MMHC, MSN, RN Director of Nursing 561-586-0121 SRaber@hci.edu

Health Career Institute Affiliation Agreement - revised 6-21-17

Page 4 of 4



1764 North Congress Avenue

West Palm Beach, Florida 33409

(561) 586-0121 Office (561) 471-4010 Fax

AFFILIATION AGREEMENT

This Agreement made and entered into on this date of <u>Correct 2018</u> between The Brain and <u>prove Trebitule</u>, referred to as "Clinical Facility," and Health Career Institute (Main Campus) at 1764 N. Congress Ave, West Palm Beach, Florida 33409 and Lauderdale Lakes (Branch of West Palm Beach), 4850 W. Oakland Park Boulevard, Suite 123, Lauderdale Lakes, FL, 33313 a public corporation under the laws of the State of Florida, hereinafter referred to as "School".

Whereas, the parties hereto desire to enter into a contractual arrangement providing education and training of students in the Nursing (ADN) program, Paramedic, Emergency Medical Technician (EMT), and Associate in Science degree in Emergency Medical Services (EMS).

NOW THEREFORE, It Is Agreed Between The Parties As Follows:

1. The School has undertaken to educate and train students in the Nursing (ADN), Paramedic, EMT and EMS programs.

2. The programs shall be under the auspice of the School, as defined in Florida State Statutes Chapter 401, Administrative Code 64E-2.036 and 464.019 (1)(g)(h), 464.019 (1)(f)(g), 464.019 and 120.60, Training Program.

3. This agreement shall continue for three (3) years and may be renewed annually by the mutual consent of both parties. This agreement may be terminated by either party with or without cause upon thirty (30) days prior written notice, but such termination shall not be effective as to the then enrolled students who shall have an opportunity to complete their semester/program.

The School Further Agrees To:

1. The School hereby represents that it has complied and shall continue to comply with all applicable Federal and State statutes and local ordinances. Further, the School shall be solely responsible for obtaining and complying with all necessary permits, approvals and authorizations required for the training programs, which are the subject of this Agreement from any federal, state, regional, county, or city agency.

2. Ensure that students in the program are subject to and comply with the rules and regulations of the School and receive the training and certification required by Statutes Chapter 401, Administrative Code 64E-2.036 and 464.019 (1)(g)(h), 464.019 (1)(f)(g), 464.019 and 120.60, Training Program and Clinical Sites.

3. Adhere to the policies and procedures established by the clinical site to include Exposure Control Plan for Blood Borne Pathogens and all related Infectious Control Policies.

4. Consult with the clinical site designee selecting clinical experiences for the students of the program. However, the School acknowledges and hereby agrees that such clinical experiences shall ultimately be decided by the clinical site and as the circumstances may permit.

5. Provide a list of students and the dates for which such students are expected to participate in the clinical experiences to Clinical Site.

6. The School shall ensure that each student provides at his or her own expense the following: (a) Uniforms (b) Laundry service (c) Transportation (d) Meals (e) Physical examination (f) Required immunizations (g) Hospital and medical treatment (i) Personal/private accident insurance or evidence of such protection so as to include Professional liability insurance coverage of not less than \$1,000,000.00 per occurrence and \$3,000,000.00 aggregate. Such insurance shall specifically include the Clinical Site as an additional insured.

7. No student shall perform any procedure(s) on a patient unless such student has previously demonstrated sufficient competency at such procedure(s) to satisfy any federal, state, regional, county, city and/or educational requirement(s) for the performance of such procedure(s).

The Clinical Site Further Agrees To:

1. Provide the necessary facilities for clinical experiences for Nursing (ADN), Paramedic, EMT and EMS programs.

2. Cooperate in the assignments of the students at The Clinical Site with staff of the School, however; such assignments shall be in accordance with the Clinical Sites established shifts, available qualified supervisory personnel and station availability.

3. Provide liaison between the Clinical Site administrator and the School Program Coordinator.

4. Provide for supervision at all times of students while participating in the clinical setting at the Clinical Site.

Both Parties Further Agree as Follows:

1. No student shall in connection with this agreement or performance of services hereunder have a right to or claim for any wages, salary, or any other form of compensation, unemployment compensation, civil service or other employee rights, privileges and/or benefits granted by operation of law or otherwise. No student shall be deemed an employee of the Clinical Site, for any purpose, during the performance of services hereunder.

2. Neither party to this Agreement nor their respective officers, agents, representatives or employees shall be deemed to have assumed any liability for the negligent or wrongful acts or omissions of the other.

3. To the extent permitted by law, the School, shall indemnify and save harmless and defend the Clinical Site, its agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action which may arise from any negligent act or omission of the School, its students, agents, servants, or employees in the performance of services under this Contract. Nothing in this provision shall be construed as consent by the Clinical Site to be sued.

4. This Agreement and any dispute, disagreement, or issue of construction, declaration or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided herein, performance or breach shall be governed and interpreted according to laws of the State of Florida. If any action, whether in law, equity or otherwise is brought for the interpretation or enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

5. The Clinical Site and the School, agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument

Health Career Institute Affiliation Agreement - revised 6-21-17

executed by the parties.

7. This agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

8. In the event that any section, paragraph, sentence, clause, or provision hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

AUTHORIZATION OF AGREEMENT WITH FACILITY AND SCHOOL

Name of Facility: The Brown Gond Spine Institute Address: 5 Harrard Cur, Ste. 104 City, State, Zip Code: West Palm Beach, FL 33409 Name of Contact: Carlene Benjamin Title of Contact: Practice Manager Phone Number of Contact: 661.603 6662 Email of Contact: Carkne BC The Brain and Spine. Cor

Facility Administrator (PRINT NAME)

Signature

Health Career Institute (West Palm Beach Main Campus) 1764 North Congress Avenue Suite 203 West Palm Beach, FL 33409

Sherry Raber, MMHC, MSN, RN **Director of Nursing** 561.586.0121

Lauderdale Lakes (Branch of West Palm Beach) 4850 W. Oakland Park Boulevard Suite 123 Lauderdale Lakes, FL 33313

Sherry Raber, MMHC, MSN, RN Director of Nursing 561-586-0121 SRaber@hci.edu

Sherry Raber, MMHC, MSN, RN

Date

OR

er. MMHC.-MSN.-RN.-(PRINT)

Knolan DeVevo, BSN, RN, MSNc (PRINT)

Knolan DeVevo, BSN, RN, MSNc

Health Career Institute Affiliation Agreement - revised 6-21-17

Case 9:22-cv-81883-RAR Document 141-2



1764 North Congress Avenue

West Palm Beach, Florida 33409

(561) 586-0121 Office (561) 471-4010 Fax

AFFILIATION AGREEMENT

This Agreement made and entered into on this date $\frac{9/15}{2}$, 2017, between South County Mental Health Center, referred to as "Clinical Facility," and Health Career Institute (Main Campus) at 1764 N. Congress Ave, West Palm Beach, Florida 33409 and Lauderdale Lakes (Branch of West Palm Beach), 4850 W. Oakland Park Boulevard, Suite 123, Lauderdale Lakes, FL, 33313 a public corporation under the laws of the State of Florida, hereinafter referred to as "School".

Whereas, the parties hereto desire to enter into a contractual arrangement providing education and training of students in the Nursing (ADN) program, Paramedic, Emergency Medical Technician (EMT), and Associate in Science degree in Emergency Medical Services (EMS).

NOW THEREFORE, It Is Agreed Between The Parties As Follows:

1. The School has undertaken to educate and train students in the Nursing (ADN), Paramedic, EMT and EMS programs.

2. The programs shall be under the auspice of the School, as defined in Florida State Statutes Chapter 401, Administrative Code 64E-2.036 and 464.019 (1)(g)(h), 464.019 (1)(f)(g), 464.019 and 120.60, Training Program.

3. This agreement shall continue for three (3) years and may be renewed annually by the mutual consent of both parties. This agreement may be terminated by either party with or without cause upon thirty (30) days prior written notice, but such termination shall not be effective as to the then enrolled students who shall have an opportunity to complete their semester/program.

The School Further Agrees To:

1. The School hereby represents that it has complied and shall continue to comply with all applicable Federal and State statutes and local ordinances. Further, the School shall be solely responsible for obtaining and complying with all necessary permits, approvals and authorizations required for the training programs, which are the subject of this Agreement from any federal, state, regional, county, or city agency.

2. Ensure that students in the program are subject to and comply with the rules and regulations of the School and receive the training and certification required by Statutes Chapter 401, Administrative Code 64E-2.036 and 464.019 (1)(g)(h), 464.019 (1)(f)(g), 464.019 and 120.60, Training Program and Clinical Sites.

3. Adhere to the policies and procedures established by the clinical site to include Exposure Control Plan for Blood Borne Pathogens and all related Infectious Control Policies.

4. Consult with the clinical site designee selecting clinical experiences for the students of the program. However, the School acknowledges and hereby agrees that such clinical experiences shall ultimately be decided by the clinical site and as the circumstances may permit.

5. Provide a list of students and the dates for which such students are expected to participate in the clinical experiences to Clinical Site.

6. The School shall ensure that each student provides at his or her own expense the following: (a) Uniforms (b) Laundry service (c) Transportation (d) Meals (e) Physical examination (f) Required immunizations (g) Hospital and medical treatment (i) Personal/private accident insurance or evidence of such protection so as to include Professional liability insurance coverage of not less than \$1,000,000.00 per occurrence and \$3,000,000.00 aggregate. Such insurance shall specifically include the Clinical Site as an additional insured.

7. No student shall perform any procedure(s) on a patient unless such student has previously demonstrated sufficient competency at such procedure(s) to satisfy any federal, state, regional, county, city and/or educational requirement(s) for the performance of such procedure(s).

The Clinical Site Further Agrees To:

1. Provide the necessary facilities for clinical experiences for Nursing (ADN), Paramedic, EMT and EMS programs.

2. Cooperate in the assignments of the students at The Clinical Site with staff of the School, however; such assignments shall be in accordance with the Clinical Sites established shifts, available qualified supervisory personnel and station availability.

3. Provide liaison between the Clinical Site administrator and the School Program Coordinator.

Health Career Institute Affiliation Agreement - revised 6-21-17

4. Provide for supervision at all times of students while participating in the clinical setting at the Clinical Site.

Both Parties Further Agree as Follows:

1. No student shall in connection with this agreement or performance of services hereunder have a right to or claim for any wages, salary, or any other form of compensation, unemployment compensation, civil service or other employee rights, privileges and/or benefits granted by operation of law or otherwise. No student shall be deemed an employee of the Clinical Site, for any purpose, during the performance of services hereunder.

2. Neither party to this Agreement nor their respective officers, agents, representatives or employees shall be deemed to have assumed any liability for the negligent or wrongful acts or omissions of the other.

3. To the extent permitted by law, the School, shall indemnify and save harmless and defend the Clinical Site, its agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action which may arise from any negligent act or omission of the School, its students, agents, servants, or employees in the performance of services under this Contract. Nothing in this provision shall be construed as consent by the Clinical Site to be sued.

4. This Agreement and any dispute, disagreement, or issue of construction, declaration or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided herein, performance or breach shall be governed and interpreted according to laws of the State of Florida. If any action, whether in law, equity or otherwise is brought for the interpretation or enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

5. The Clinical Site and the School, agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument

Health Career Institute Affiliation Agreement - revised 6-21-17

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 150 of 1026

1

						HEALT-G	<u></u>
ACORD	CERI	TIFICATE OF L	IÀBI	LITY IN	ISURA	VCE	
THIS DERTIFICATE IS ISSUED AS CERTIFICATE DOES NOT AFFIRM BELOW. THIS CERTIFICATE OF REPRESENTATIVE OR PRODUCER	A MATTE ATIVELY	R OF INFORMATION ON OR NEGATIVELY AMEN DE DOES NOT CONSTIT	ILY AN D, EXT	o Conferi End or A	9 NO RIGHT LTER THE O	s upon the certific overage afforded) by the policies
IMPORTANT: If the contilicate hold if SUBROGATION IS WAIVED, subj this contilicate does not confer right	er is an Al ect to the is to the ce	DITIONAL INSURED, in terms and conditions of rtificate holdor in iter of	o polloy Tho po Tho po	loy, cortain Idorsement	nollales ma	ONAL INSURED provisi y roquire an andorsam	ons or be encloreed out. A statement of
PRODUCER Sonn & Whitney, LLC Sonn & Whitney, LLC 190 Gindos Rd Sulto C	• 6	61-210-8716	SIZER CAR	E 661-	210-8716		9), 861-210-0716
Boca Raton, FL \$3432 WSVRED Hoalth Career Institute	LLC	•••••••	·	Standa	oton Quan	oromo covenses ally insurance stries ins Co	13027
Stove Hart 1764 N Congress Ave 1 West Palm Beach, FL 3	1101 13409-818	9	anan Man	ER.Q.) ER.D.J ER.E.1	۰ ۱ × ۲۰۶۰ ۲۰ ۱۰۰٫۹۱۵ ۲۰۰۰ ۲۰۰	۶	، مربع مربع مربع مربع المربع
			(NSUR	6RF:	· · · · · · · · · · · · · · · · · · ·		L'
COVERAGES OF	es of insi	ENUMPER: IRANCE LISTED DELOW H	AVE BEI	IN ISSUED 1	O-THE INSU	REVISION NUMBER: LED NAMEO ABOVE FOR	THE POLICY PERIOD
THIS IS TO CERTIFY THAT THE POLICI INDICATED. NOTWITHSTANDING ANY CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUC WIRL TYPE OF INSURANON	REQUIREM Y PERTAIN H POLICIES JADDLISUB 	ent, term or condition The Insurance Affor , limits shown may hav an Policy humber	n of An Ded by E been	Y CONTRAC THE POLICI REDUCED BY POLICY EFF	n' or other es describi y paid claim i policy exp i(MM/DD/YYY)	DOCUMENT WITH RESP D HEREIN IS SUBJECT	
A X COMMERCIAL OFFICERAL LABILITY		VBA539600-00			05/23/2018	EACH OCCUBRENCE DAIMOR TO RENTED PREMISES (EROCATINICO)_	\$ 1,000,00 \$ 800,00
GEIRL AGGRUGATEL LIMT APPLIES PER:	-					Hed Exp. (My 900 porton) _ PERSONAL & AQV, ILLURY OKNERAL AUGREDATE	s 4,000,00 5 2,000,00 4 2,000,00
X POURY SECT LOG ' OTHER: AVTOMOBILE LIAGRATY		**************************************	••• •••			PRODUCTS_COMPLOP AGO CONTINED SINGLE LIXIT	\$\$
ANY AUTO CONNEO AUTOS ONLY XUTOS ONLY XUTOS ONLY				•		BODILY INJURY IPER DEITON ROPERTY DALWOH PROPERTY DALWOH IPER BECOM	\$ \$
UMBRELLA LIAB OOCUA EXOEBB LIAB CLAM'S-MAD				······································	-	Fach octurnence Aggrugate	\$ \$
DED RETENTIONS B WORKENS COMPETIBATION AND EMPLOYERS LABILITY AND FROMMETORY ARTINEMAXEOUTIVE DIFF.SEPARAMENT EXCLUSION		AWO1088093		07/20/2018		X PER OTH-	s s 100,000 s 100,000
. [(Mandalory in XII)] If you describe under Describe Tion De OPERATIONS balow					ſ	el. Disease - falsployee el. Disease - folicy limit	s 600,000
	-				E		
escription of operations / logations / vehic	les (acord	idi, Audulonsi Korpszko Schiduje	h ni sy be i	ilashed II moro	sbice is ledure	dj	· · ·
						-	
ERTIFICATE HOLDER	-	• 	CANOF	LLATION	•		
			SHOUL	D ANY OF T	ie above dei Date Ther H The Policy	scribed policies be ga EOF, nótice will bi Provisions,	NCELLED BEFORE E DELIVERED IN
AUT			UTHORIZ	ITHOAIZED REPRESENYATAJE			
CORD 25 (2016/03)		t.				D CORPORATION, AI	i rights reserved.
· ·	The Aqqi	ID name and logo are re	gletoro	d marks of	AGORD	· · ·	• •

executed by the parties.

This agreement shall not be construed more strongly against either party 7. regardless of who was more responsible for its preparation.

In the event that any section, paragraph, sentence, clause, or provision hereof is 8.

held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

AUTHORIZATION OF AGREEMENT WITH FACILITY AND SCHOOL

Name of Facility: South County Mental Health Center 16158 South Military Trail Address: City, State, Zip Code: Delray Beach, FL 33484 Name of Contact: Title of Contact: Phone Number of Contact: 561-495-0522 (C) 561-302-2467 **Email of Contact:**

Facility Administrator (PRINT NAME)

Facility Signature

Date

Health Career Institute (West Palm Beach Main Campus) **1764 North Congress Avenue** Suite 203 West Palm Beach, FL 33409

Sherry Raber, MMHC, MSN, RN Director of Nursing 561.586.0121 SRaber@hci.edu

Lauderdale Lakes (Branch of West Palm Beach) 4850 W. Oakland Park Boulevard Suite 123 Lauderdale Lakes, FL 33313

Sherry Raber, MMHC, MSN, RN Director of Nursing 561-586-0121 SRaber@hci.edu

Revery Ruber, MMHC, MSN, RN Sherry Raber, MMHC, MSN, RN Date

Health Career Institute Affiliation Agreement - revised 6-21-17

Page 4 of 4



1764 North Congress Avenue

West Palm Beach, Florida 33409

(561) 586-0121 Office (561) 471-4010 Fax

AFFILIATION AGREEMENT

This Agreement made and entered into on this date, July 3, 2017, between The Cabana at Jensen Dunes, referred to as "Clinical Facility," and Health Career Institute Main Campus at 1764 N. Congress Ave, West Palm Beach, Florida 33409 and Lauderdale Lakes, 4850 W. Oakland Park Boulevard, Suite 123, Lauderdale Lakes, FL, 33313 a public corporation under the laws of the State of Florida, hereinafter referred to as "SCHOOL".

Whereas, the parties hereto desire to enter into a contractual arrangement providing for education and training of students in the Paramedic, Emergency Medical Technician (EMT), and Associate in Science degree in Nursing (A.D.N.) program.

NOW THEREFORE, It is Agreed Between The Parties As Follows:

1. The School has undertaken to educate and train students in the Paramedic, EMT and Associate in Science degree in Nursing (A.D.N.) program.

The programs shall be under the auspice of the School, as defined in Florida State
 Statutes Chapter 401, Administrative Code 64E-2.036 and 464.019 (1)(g)(h), 464.019 (1)(f)(g),
 464.019 and 120.60, Training Program.

3. This agreement shall continue for three (3) years and may be renewed annually by the mutual consent of both parties. This agreement may be terminated by either party with or without cause upon thirty (30) days prior written notice, but such termination shall not be effective as to the then enrolled students who shall have an opportunity to complete their program.

The School Further Agrees To:

1. The School hereby represents that it has complied and shall continue to comply with all applicable Federal and State statutes and local ordinances. Further, the School shall be solely responsible for obtaining and complying with all necessary permits, approvals and

> Revised 9.28,15 Page 1 of 4

authorizations required for the training programs, which are the subject of this Agreement from any federal, state, regional, county, or city agency.

2. Ensure that students in the program are subject to and comply with the rules and regulations of the School and receive the training and certification required by Statutes Chapter 401, Administrative Code 64E-2.036 and 464.019 (1)(g)(h), 464.019 (1)(f)(g), 464.019 and 120.60, Training Program and Clinical Sites.

3. Adhere to the policies and procedures established by the clinical site to include Exposure Control Plan for Blood Borne Pathogens and all related Infectious Control Policies.

4. Consult with the clinical site designee selecting clinical experiences for the students of the program. However, the School acknowledges and hereby agrees that such clinical experiences shall ultimately be decided by the clinical site and as the circumstances may permit.

5. Provide a list of students and the dates for which such students are expected to participate in the clinical experiences to Clinical Site.

6. The School shall ensure that each student provides at his or her own expense the following: (a) Uniforms (b) Laundry service (c) Transportation (d) Meals (e) Physical examination (f) Required immunizations (g) Hospital and medical treatment (i) Personal/private accident insurance or evidence of such protection so as to include Professional liability insurance coverage of not less than \$1,000,000.00 per occurrence and \$3,000,000.00 aggregate. Such insurance shall specifically include the Clinical Site as an additional insured.

7. No student shall perform any procedure(s) on a patient unless such student has previously demonstrated sufficient competency at such procedure(s) to satisfy any federal, state, regional, county, city and/or educational requirement(s) for the performance of such procedure(s).

The Clinical Site Further Agrees To:

3.

1. Provide the necessary facilities for clinical experiences for Paramedic, EMT and Associate in Science degree in Nursing (A.D.N.) program.

2. Cooperate in the assignments of the students at The Clinical Site with staff of the School, however; such assignments shall be in accordance with the Clinical Sites established shifts, available qualified supervisory personnel and station availability.

Provide liaison between the Clinical Site administrator and the School Program

· Health Career Institute Affiliation Agreement - revised 6-21-17

Page 2 of 5

Coordinator.

4. Provide for supervision at all times of students while participating in the clinical setting at the Clinical Site.

Both Parties Further Agree as Follows:

1. No student shall in connection with this agreement or performance of services hereunder have a right to or claim for any wages, salary, or any other form of compensation, unemployment compensation, civil service or other employee rights, privileges and/or benefits granted by operation of law or otherwise. No student shall be deemed an employee of the Clinical Site, for any purpose, during the performance of services hereunder.

2. Neither party to this Agreement nor their respective officers, agents, representatives or employees shall be deemed to have assumed any liability for the negligent or wrongful acts or omissions of the other.

3. To the extent permitted by law, the SCHOOL, shall Indemnify and save harmless and defend the Clinical Site, its agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action which may arise from any negligent act or omission of the SCHOOL, its students, agents, servants, or employees in the performance of services under this Contract. Nothing in this provision shall be construed as consent by the Clinical Site to be sued.

4. This Agreement and any dispute, disagreement, or issue of construction, declaration or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided herein, performance or breach shall be governed and interpreted according to laws of the State of Florida. If any action, whether in law, equity or otherwise is brought for the interpretation or enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

5. The Clinical Site and the SCHOOL, agree that this Agreement sets forth the entire

Health Career Institute Affiliation Agreement - revised 6-21-17

Page 3 of 5

7. This agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

8. In the event that any section, paragraph, sentence, clause, or provision hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

AUTHORIZATION OF AGREEMENT WITH FACILITY AND SCHOOL

Name of Facility: The Cabana at Jensen Dunes Address: 1537 NE Cedar Street City, State, Zip Code: Jensen Beach, FL 34957 Name of Contact: Deniese Williams Title of Contact: Executive Director Phone Number of Contact: 772-332-1000 Email of Contact: DWilliams@iensendunes.com

Facility Administrator (PRINT NAME)

Facility Signature

Page 155 of

Health Career Institute. (West Palm Beach Main Campus) 1764 North Congress Avenue West Palm Beach, FL 33409

Lauderdale Lakes (Branch of West Palm Beach); 4850 W. Oakland Park Boulevard Suite 123 Lauderdale Lakes, FL 33313

Sherry Raber, MMHC, MSN, RN **Director of Nursing** 561,586.0121 SRaber@hci.edu

Sherry Raber, MMHC, MSN, RN Director of Nursing 561-586-0121 SRaber@hci.edu

MAKC, MIN, RN

School Signature

Date

Health Career Institute Affiliation Agreement - revised 6-21-17

Page 4 of 5

APPENDIX F.

Preceptor Policy

Faculty Supervision of Nursing Students During Clinical Experiences

Page 25 of the staff/faculty handbook presents the policy on preceptor and clinical supervision as stated:

CLINICAL TRAINING REQUIREMENTS FOR PROGRAM FACULTY (464.019 (1)(e), F.S.)

Health Career Institute follows specific policies for faculty which include provisions for direct or indirect supervision by program faculty or clinical preceptors for students in clinical training consistent with 464.019 (1)(e), F.S. referenced below:

1. The number of program faculty members equals at least one faculty member directly supervising every 12 students unless the written agreement between the program and the agency, facility, or organization providing clinical training sites allows more students, not to exceed 18 students, to be directly supervised by one program faculty member.

2. For a hospital setting, indirect supervision may occur only if there is direct supervision by an assigned clinical preceptor, a supervising program faculty member is available by telephone, and such arrangement is approved by the clinical facility.

3. For community-based clinical experiences that involve student participation in invasive or complex nursing activities, students must be directly supervised by a program faculty member or clinical preceptor and such arrangement must be approved by the communitybased clinical facility.

4. For community-based clinical experiences not subject to subparagraph 3., indirect supervision may occur only when a supervising program faculty member is available to the student by telephone.

All approved clinical preceptors supervising students in the Associate of Science in Nursing program must be a registered nurse or, if supervising students in a practical nursing education program, be a registered nurse or licensed practical nurse. Please see Appendix F.

Page 28 of the Student Program Handbook states:

Nursing students must be directly supervised at all times in the clinical area by HCI Nursing faculty. Please see Appendix H.

The following policies shall be followed:

1. The number of program faculty members shall not exceed one faculty member directly supervising every 12 students.

2. For a hospital setting, indirect supervision may occur only if there is direct supervision by an assigned clinical preceptor, a supervising program faculty member is available by telephone, and such arrangement is approved by the clinical facility.

3. For community-based clinical experiences that involve student participation in invasive or complex nursing activities, students must be directly supervised by a program faculty member or clinical preceptor and such arrangement must be approved by the community-based clinical facility.

4. For community-based clinical experiences not subject to subparagraph 3., indirect supervision may occur only when a supervising program faculty member is available to the student by telephone.

All approved clinical preceptors supervising students in the Associate of Science in Nursing program must be a registered nurse or, if supervising students in a practical nursing education program, be a registered nurse or licensed practical nurse.

APPENDIX G. Faculty Handbook and Policies

HEALTH CAREER INSTITUTE



Health Career Institute- West Palm Beach Main Campus 1764 North Congress Avenue Suite 203 West Palm Beach, Florida 33409 (561) 586-0121 Office (561) 471-4010 Fax

Health Career Institute-Lauderdale Lakes A Branch of West Palm Beach 4850 W. Oakland Park Blvd. Suite 123 Lauderdale Lakes, FL 33313 (954) 626-0255 Office (561) 471-4010 Fax

www.HCI.edu

FACULTY & STAFF POLICIES & PROCEDURE HANDBOOK 2018 - 2019

Revised 2/12/2018

Certified true and correct in content and policy.

Health Career Institute will adhere to all applicable federal, state, and local laws, regulations, and guidelines with respect to providing reasonable accommodations as required affording equal educational opportunity. Health Career Institute does not discriminate in admissions or employment on the basis of race, color, religion, national origin, sex, age, disability, marital status, or any other legally protected status in accordance with the law.

Health Career Institute Faculty & Staff Policies & Procedures Handbook 2-12-2018 Page 1 of 37

I. GETTING STARTED

A. INTRODUCTION

This Faculty & Staff Policies & Procedures Handbook ("Handbook") has been prepared for the employees of Health Career Institute. It brings together the rules, policies, procedures and other important information that applies to you. It is designed to familiarize you with these policies, practices, and benefits and to provide you with information about conditions of your employment at Health Career Institute (the "Company" or the "School").

From time to time, there may be revisions to the information contained in this Handbook. You will be provided with a description of any of these revisions. These revisions will supersede any corresponding provisions contained in the Handbook. The information in this Handbook, in whole or in part, may be unilaterally revised or eliminated at any time and for any reason at the Company's discretion, with or without notice.

The information contained in this Handbook is not intended to modify the "at will" status of your employment, meaning it is not a contract or assurance of compensation, continued employment or benefit of any kind.

You as a faculty and or staff member are required to comply with the provisions of this Handbook. After reviewing it, please sign the acknowledgement form at the end of the Handbook and return to VP Finance.

B. ABOUT THE SCHOOL

Health Career Institute has established a tradition of providing high quality, postsecondary educational opportunities to the citizens of South Florida.

Health Career Institute Beach offers outstanding opportunities in EMS vocational programs such as: EMT & Paramedic plus career training in Nursing. Health Career Institute is an American Heart Association community training center for BLS, ACLS, and PALS. Each year the School offers programs to meet the needs of the community.

C. MISSION STATEMENT AND LONG-TERM GOALS

Health Career Institute is dedicated to providing quality education to students and to prepare the student for a successful career in Allied Health. Our professional faculty promotes standards and practices which contribute to a students' overall success and academic achievements. The terminal objective of Health Career Institute is to provide the graduate with the knowledge, skills and abilities to succeed in employment and advancement in their career. To achieve its Mission and perform the functions set forth in the Mission Statement, Health Career Institute will pursue these goals:

- 1. To create and maintain a climate of quality and excellence that provides the basis for organizational pride and achievement
- 2. To provide superior programs preparing students for direct entry into high-demand occupations
- 3. To provide superior, comprehensive student services and programs that promote the development of the whole student
- 4. To promote access to educational and empowering opportunities for all students
- 5. To develop a skilled, diverse, enthusiastic forward–looking faculty and staff
- 6. To enrich community life by promoting economic and cultural opportunities.

Academic freedom is supported and encouraged, and faculty and students are expected to uphold the following principles:

- The right of each student to pursue and acquire knowledge in an atmosphere of free inquiry
- The rights of each faculty member to pursue, acquire, and disseminate knowledge in an atmosphere of free inquiry
- The right of members of the academic community to pursue learning free from disruption with due process for all concerned.

D. ACADEMIC PROGRAMS

Health Career Institute offers Associates Degrees in EMS, Nursing & Fire Science as well Diplomas in Emergency Medical Technician and Paramedic. The School also offers a variety of non-credit courses on campus and at off-campus locations. Health Career Institute– Lauderdale Lakes offers an Associate's Degree in Nursing plus diploma programs in EMT and Paramedic.

E. COMMUNITY SERVICE

The School cooperates with the citizens of the area to provide professional educational and cultural programs. These activities include CPR, First Aid, AED courses with student participation at area schools and businesses. Health Career Institute offers students to assist in pre-hospital and community event settings for triage, First Aid, blood pressure checks, CPR training and other miscellaneous events.

F. ACADEMIC CALENDAR

The Academic Calendar is available online at our website <u>www.Health Career Institute.edu</u> and contained in the School Catalog, and from the offices of the Registrar and Student Services.

Health Career Institute Faculty & Staff Policies & Procedures Handbook 2-12-2018 Page 3 of 37

G. AT-WILL EMPLOYMENT POLICY

Your employment is at-will. This means that either you or the Company may terminate the employment relationship at any time, for any reason, with or without notice or cause. None of the policies and procedures described in this Handbook should be construed as a contract of employment, either expressed or implied. The Company may modify, revoke, suspend, terminate or change any or all of its benefits, policies and procedures, in whole or in part, at any time, retroactively or prospectively, and without notice. In addition, no person, including supervisors and other managers, has any authority to enter into any contract of employment, whether express or implied, with any employee.

H. EMPLOYMENT ELIGIBILITY AND AUTHORIZATION

Federal law requires Health Career Institute to verify each employee's identity and legal authority to work in the United States within three business days of employment, and all offers of employment depend on the employee's ability to meet these requirements. Each employee needs to fill out the Employment FORMS such as W-4 forms and (INS Form I-9), in which the employee attests to his/her legal authority to work in the U.S. (and present acceptable documents to verify the claim). If the authorization to work in the U.S. is for a limited period, the employee will need to submit further proof before the expiration date.

I. EMPLOYEE PAPERWORK AND RECORDS

Documents Required for Appointment as an employee are:

- 1. Application for Employment
- 2. Official academic transcripts from all colleges and universities attended
- 3. Copies of Driver's License and all pertinent licenses or certificates (as applicable)
- 4. Employment Eligibility Verification (I-9) and (W-4)
- 5. Employee Handbook signature page
- 6. CIE Personnel form & ACCSC form
- 7. Completion of Orientation and Evaluation/monitor Form from Department head.

All paperwork must be completed before the employee's first day.

It is the responsibility of each employee to promptly notify the School of any personal information changes, so that records remain accurate. Come into the Business Office and fill out the "Address/Phone/Other Change Form" whenever you change any of the following information:

- Home address
- Mailing address
- Home phone
- Cell phone
- Email address
- Other pertinent information

Health Career Institute Faculty & Staff Policies & Procedures Handbook 2-12-2018 Page 4 of 37

The Company relies upon the accuracy of information contained in your employment application, as well as the accuracy of other data presented throughout the hiring process or obtained during employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in disqualification for further consideration for employment or, if you have been hired, termination of employment.

J. BACKGROUND AND REFERENCE CHECKS

To ensure that individuals who join the Company are well qualified and to ensure that Health Career Institute maintains a safe and productive work environment, it is our policy to conduct pre-employment background checks, reference checks and drug testing on all applicants who accept an offer of employment. Background checks may include verification of any information on the applicant's resume or application form.

All offers of employment are conditioned on receipt of a background check report that is acceptable to the Company. All background checks are conducted in conformity with the Federal Fair Credit Reporting Act, the Americans with Disabilities Act, and state and federal privacy and antidiscrimination laws. Reports are kept confidential and are only viewed by individuals involved in the hiring process.

If information obtained in a background check would lead the Company to deny employment, a copy of the report will be provided to the applicant, and the applicant will have the opportunity to dispute the report's accuracy. Background and Credit check may include a criminal record check, although a criminal conviction does not automatically bar an applicant from employment.

K. DRESS CODE

EMS Faculty: Professional, appropriate attire is always expected when teaching. Minimum attire for instructors in the classroom, lab, and clinical setting shall be long pants. Uniform pants or dress pants with a belt are acceptable. Jeans will not be worn. Instructors will be issued one Health Career Institute Instructor polo shirt.

Nursing Faculty: appropriate attire is always expected when teaching. Minimum attire for instructors in the classroom, lab, and clinical setting shall be scrubs with optional lab coat.

Business Attire (Monday-Thursday) Non-Faculty Employees must report to work in appropriate business attire. The following information is intended to serve as a guide to help define appropriate business attire and should help set the general parameters to allow employees to make good judgments about items that are not specifically addressed as the list is not all-inclusive.

For men: dress pants trousers, long and short sleeve button up dress shirt, dress shoes or loafers.

Health Career Institute Faculty & Staff Policies & Procedures Handbook 2-12-2018 Page 5 of 37

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 164 of 1026

For women: dress pants, businesslike dresses, dress or pant suits, coordinated dressy separates worn with or without a jacket, sweaters, turtlenecks, capri pants, hosiery, tights and dress shoes, heels, flats, loafers or boots. (No leggings as pants) Skirts must be no shorter than three (3) inches above the knee.

Business Casual Attire (Friday-Saturday)

From time to time employees are allowed to wear attire on other days due to special events. The primary objective is to have employees project a professional image while taking advantage of more business casual and relaxes fashions.

Employees are expected to report to work in acceptable business or business casual attire. The following information is intended to serve as a guide to help define appropriate business casual attire and is not all inclusive:

For men: golf or polo shirts, jeans, casual slacks or trousers, clean athletic shoes. No tee shirts, torn jeans or muddy shoes or boots.

For women: casual blouses, jeans casual slacks, golf or polo shorts, clean athletic shoes. (No leggings as pants)

Inappropriate Attire and Personal Hygiene- All employees

Not all clothing is appropriate for the office. Business and business casual attire means clean, neat, professional clothing. It is never appropriate to wear stained, wrinkled, frayed, tight, ripped, or revealing clothing in the workplace. When in doubt as to whether or not something is acceptable, choose something else or inquire first.

Inappropriate business and business casual attire includes: tee shirts, shirts with slogans or pictures, tanks or halter tops, muscle shirts, crop tops, sorts, sweat pants, leather pants, leggings as pants, exercise wear, beachwear, pajama pants, miniskirts, excessive piercings, visible undergarments, crocs, flip flops, beach shoes, slippers. Excessive piercings should be removed and inappropriate tattoos should be covered up.

Unacceptable grooming or personal hygiene includes; heavy cologne, perfumes or lotions, body odor or not being well groomed; unprofessional hairstyles.

If an employee reports to work in inappropriate attire, is not well groomed or does not have good personal hygiene then he or she may be asked to leave the workplace and return properly dressed or groomed.

Employees who are asked to leave will be required to use PTO to cover their absence or if PTO is exhausted then he or she will not be compensated for his or her time away from work.

Health Career Institute Faculty & Staff Policies & Procedures Handbook 2-12-2018 Page 6 of 37

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 165 of 1026

II. WAGE AND PAYROLL POLICIES

A. EMPLOYEE CLASSIFICATIONS

Full-time: An employee who is regularly scheduled to work and does work a schedule of 40 or more hours per week is considered to be a full-time employee.

- Part-time: An employee who is regularly scheduled to work and does work a schedule of less than 40 hours per week is considered to be a part-time employee.
- **Full-Time Faculty/ Instructor** An employee who occupies an established and approved budgeted position, and works full-time hours.
- Adjunct Faculty- Adjunct faculty is appointed for each course taught. Subsequent appointments are subject to the needs of the School. The appointment agendas will state course title, the teaching period, days and time the class will meet, and the amount of remuneration. Under no circumstances does this appointment carry with it a guarantee of future employment.

B. OVERTIME

Employees are either non-exempt or exempt based on the employee's position and in accordance with the Fair Labor Standards Act (FLSA). Exempt employees are those whose job assignments meet the federal and state requirements for exemption from overtime compensation. Exempt employees are compensated on a salary basis and are not eligible for overtime pay. Your supervisor will inform you if your status is exempt.

When operating requirements or other needs cannot be met during regular working hours, you may be scheduled to work overtime. Employees **may not** work overtime without the express written approval of his or her supervisor. Working overtime without prior authorization may result in disciplinary action, up to and including termination of employment. If an employee has received approval to work over forty hours in a week, overtime will be computed at a rate of 1 ½ times the employee's regular rate of pay. Overtime will be computed on actual time worked. Only hours that are worked are added together to determine an employee's overtime pay. Compensated holidays, for example, are not hours worked and, therefore, are not counted in making overtime calculations. A business week is defined as the period from Sunday to the following Saturday.

C. TIMEKEEPING PROCEDURES

All non-exempt employees, including administrative staff, must follow Company procedures for recording time. Exempt employees, including instructors, may also be required to record their time worked and report full days of absence from work for reasons such as leaves of absence, sick leave, or personal business; and for internal billing and accounting purposes.

Health Career Institute Faculty & Staff Policies & Procedures Handbook 2-12-2018 Page 7 of 37

Employees must clock in for work either by using the Time Clock located in the Instructor area, the Administration Office or submit work hours in writing to their supervisor prior to each payday for approval in accordance with Health Career Institute policy. Instructors will indicate what class they are teaching on their Time Card. If an employee will be leaving the facility, they must clock out when leaving and then clock in upon returning to work. It is critical that every employee's time sheet/time card be completed daily and reflects the employee's hours accurately. Altering, falsifying or tampering with time records, or clocking in or recording time for another employee is prohibited and subject to disciplinary action, up to and including termination.

Employees are paid every other Wednesday, at least twice a month. If a payday falls on a holiday, paychecks will be distributed on the following workday. The School does not cash employee payroll checks nor does it provide advances on employee wages.

D. DEDUCTIONS AND NON-RETALIATION

It is the Company's policy to comply with the salary basis requirements of the FLSA. Therefore, the Company prohibits all managers and supervisors from making improper deductions from the salaries of exempt employees. The Company also prohibits any deductions that violate the FLSA. You should carefully review each paycheck to ensure its accuracy.

If you believe that an improper deduction has been made or that your compensation is inaccurate, you should immediately report it to your supervisor or the Business Office. Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, you will be promptly reimbursed for any improper deductions made. The Company will promptly take the necessary steps to prevent reoccurrence of errors in the future. The Company will take all reasonable steps to ensure that you receive the correct amount of pay in each paycheck and that you are paid on the scheduled payday.

The Company has a no tolerance policy for retaliation against employees who report alleged violations of this policy or who cooperate in the investigation of such reports. Any claims of retaliation will be promptly investigated. Any form of retaliation in violation of this policy will result in disciplinary action, up to and including termination of employment.

III. ATTENDANCE AND WORK POLICIES

A. WORKING HOURS

Health Career Institute Full time employee work hours are Monday through Friday 8:30 a.m. to 5:00 p.m. with one half hour lunch, Part time employee hours will be defined and approved by the President & COO.

Employees receive two ten-minute paid break periods for each full workday, one at midmorning and one at mid-afternoon, and are required to take a lunch or meal break midway through their time at work. Hours of work may change at any time at the discretion of the COO. Faculty and Staff will be notified of any changes.

You cannot adjust your schedule (such as starting or ending your day later or earlier, or working through lunch) without Company approval. Doing so may result in disciplinary action.

B. COURSE/WORK LOADS

All instructors are to be available for:

- required class time
- required clinicals (health related courses)
- faculty meetings as needed
- committee meetings
- attendance at School-related functions as required

Distance Learning Faculty are to:

- Log into classes 5 of 7 days in a work week
- Respond to student questions promptly no later than 48 hours from the post
- Grade papers within 48 hours and post the students grades

Teaching Load (Includes distance learning faculty) - Instructors should be assigned classes within their areas of competence by Program Directors. The instructor's regular load should consist of courses and activities in the instructor's primary teaching field.

Normal teaching loads are as follows:

- 34 hours of instructional hours per week for full-time instructors
- the other time remaining is for the instructor to talk to students, grade papers, and other job-related activities of the program

Instructors assigned vocational credit courses in Certificate programs:

Each instructor shall be required to:

- submit an Instructor's Class Schedule form
- submit and sign time cards

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 168 of 1026

C. ATTENDANCE POLICY

All employees are expected to be punctual and to maintain a good attendance record. Regular attendance and promptness are considered part of each employee's essential job functions. Excessive absenteeism and tardiness will be grounds for disciplinary action, up to and including termination of employment.

D. LATE ARRIVAL OR ABSENCE

In an unavoidable situation when you cannot arrive at your scheduled time, or cannot show up at all, you must call and speak directly to your supervisor. If your supervisor is not available, speak with another member of the Executive Management Team or the Business Office. The employee must provide notice as far in advance as possible (minimum 2 hours employee schedule start).

Failure to comply with this policy may result in disciplinary action, up to and including termination of employment. Providing notice as required by this policy allows your supervisor to obtain coverage, however, it does not mean that your late arrival or absence will be excused under the Company's attendance policy. An employee who arrives late to work, or is absent in violation of this policy, more than 3 times in a month may be subject to disciplinary action, up to and including termination of employment.

Employees are not permitted to make up time missed by staying later in the day, coming in early or working through lunch. An employee who fails to show up for work without notification to his/her supervisor for three (3) or more consecutive days may be terminated for job abandonment. An employee who fails to return to work from an approved leave on the date specified may be terminated for job abandonment.

Health Career Institute Faculty & Staff Policies & Procedures Handbook 2-12-2018 Page 10 of 37

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 169 of 1026

IV. BENEFITS

A. EMPLOYEE BENEFITS POLICY

Health Career Institute provides some benefits to its full-time employees. Part time employees may also be entitled to some benefits. Eligibility for any benefit is set forth by Health Career Institute at its sole discretion. It should also be understood that Health Career Institute reserves the right to change, add or delete any benefit or plan at any time.

B. PERSONAL TIME OFF (PTO) POLICY – PERSONAL & SICK TIME

Health Career Institute has established a personal time off (PTO) policy to provide full-time employees with a period of rest and relaxation without loss of pay. All regular full-time employees begin accruing PTO beginning on the date of hire. Regular part-time staff employees working a minimum of 24 hours per week accrue time off on a pro-rata basis. Temporary employees and adjunct employees do not accrue PTO benefits.

<u>Accrual for full-time staff only (</u>Calendar Year of Service and Rate of Accrual) Full time employees accrue a stipulated number of hours per month toward PTO below. The employee will be allowed to utilize PTO after working sixty (61) days from time of hire.

The following chart details the specific PTO based on position and date of hire:

Full-Time Staff	Paid Time Off	Accrual per month
Upon Hire	3 Weeks	10 hours
After 3 years of continuous	4 Weeks	14 hours
employment		

Management (Business Office Manager, Program Directors, Financial Aid Director, Director of Career Services, Director of		Accrual Per Month
Admissions)		
Upon Hire	3 Weeks	10 hours
After 3 years of continuous employment	4 Weeks	14 hours
After 5 years of continuous employment	5 Weeks	17 hours

Health Career Institute Faculty & Staff Policies & Procedures Handbook 2-12-2018 Page 11 of 37

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 170 of 1026

Executive Team (Campus President/Chief Operating Officer, VP Finance, Chief Academic Officer)		Accrual per month
Upon Hire	4 Weeks	14 hours
After 3 years of continuous	5 Weeks	17 hours
employment		

Administration

Employees must use all PTO no later than the end of the calendar year. Employees may not receive pay in lieu of PTO. Any unused hours will be forfeited and not carried over to the next calendar year. Employees who separate from Health Career Institute for any reason whatsoever, will not be paid for any accrued and unused PTO.

Employees may not take PTO before it is earned, except with the prior written approval of the School President. If an employee takes any PTO that has not been earned at the time of the termination of employment, it must be paid back to Health Career Institute within five (5) days of the employment termination date and/or it can be deducted from final paycheck up to the maximum permitted by law.

All personal time off must be approved in advance by the employee's supervisor. The scheduling of vacations is based on Health Career Institute's business needs and requests for time off from other employees.

C. BEREAVEMENT LEAVE

In the event of death in the immediate family of a regular full-time employee the employee may take up to three (3) consecutive workdays off with pay with the approval of Health Career Institute. For purposes of this policy, an employee's immediate family is defined to include the employee's current spouse or domestic partner, child, parent, legal guardian, brother, sister, grandparent, grandchild, or mother-, father-, sister-, brother-, son- or daughter-in-law. Any additional time beyond the three days can be requested, and if approved will be counted against PTO.

D. JURY DUTY

If you are called for jury duty, you must notify your supervisor within forty-eight (48) hours of receipt of the jury summons and provide him/her with a copy of said summons. The Company will pay your normal wages per day for the maximum number of days, as required by state and local law, and may require you to submit any other compensation you receive for jury duty, as permitted by law. Failure to provide copies of the summons and notice of jury service at least five working days prior to your absence from work, however, may result in your not being paid your normal wages during jury service.

Health Career Institute Faculty & Staff Policies & Procedures Handbook 2-12-2018 Page 12 of 37

You must report for work if you are released from jury duty before the end of your regularly scheduled workday or if you are temporarily released from jury duty.

E. HOLIDAYS

The Health Career Institute observes the following paid holidays each year for full time employees:

New Year's Day Martin Luther King Jr. Day Memorial Day Independence Day Labor Day Veteran's Day Thanksgiving Day after Thanksgiving Christmas Eve Christmas

Any changes in recognized holidays or additional scheduled office holidays will be announced at the beginning of each calendar year.

If a holiday falls on a Saturday the holiday will be observed on the Friday before. If on a Sunday, it will be observed on the following Monday.

F. MILITARY LEAVE

A military leave of absence will be granted if you are absent from work because of service in the "uniformed services" (active or inactive duty under federal authority) in accordance with the Uniformed Services Employment and Reemployment Rights Act. ("USERRA"). Advanced notice of military service is required under USERRA, unless military necessity prevents such notice, or it is otherwise impossible or unreasonable. Time limits have been set for reporting back to work based on the length of time in the uniformed service. Please see the Business Office for additional information on Military Leave.

G. ADDITIONAL TIME OFF OR LEAVE OF ABSENCE

Full-time employees are eligible for PTO as a benefit from the Company. Any time off needed beyond your allotted PTO amount will be considered on a case-by-case basis, and granting such

Health Career Institute Faculty & Staff Policies & Procedures Handbook 2-12-2018 Page 13 of 37

leave and its terms will be totally within the discretion of the Company. This additional leave may be provided at the Company's discretion for extraordinary needs, such as pregnancy or lengthy illness. Under normal circumstances, if a request for a leave of absence is approved, the employee will be required to apply any available accrued paid time off towards the leave of absence. Any additional time off beyond the number of accrued paid days will be without pay. The employee understands that the Company cannot guarantee that his/her position will remain available until the employee returns, unless local, state or federal law provides otherwise.

H. EMPLOYEE TUITION ASSISTANCE POLICY

Tuition assistance is available for all faculty, staff and their immediate family members who want to take classes at Health Career Institute. Those who want to attend the School and use the School tuition assistance, must pass the normal qualification standards. Immediate family members are defined as children, spouses and partners of Health Career Institute employees.

Full Time Faculty & Staff

Full time employees who meet the normal qualification standards can take online classes at half tuition rate. Transfer of credit and application fees will be waived for full time employees. Immediate family members of full time faculty and staff can take ground or online classes at half tuition rate. All fees, books, uniforms and sundries will be charged at normal rate unless previously specified.

Part Time & Adjunct Staff

Part time and adjunct staff who meet the normal qualification standards can take online classes at half tuition rate. Transfer of credit and application fees will be waived for part time employees. Immediate family members of part time and adjunct staff can take ground or online classes at 75% tuition rate. All fees, books, uniforms and sundries will be charged at normal rate unless previously specified.

President and Vice President of Finance must approve any employee scholarships and notify the Co-CEOs on the usage. The President should make this policy known annually to all employees.

V. POLICIES AGAINST DISCRIMINATION

A. EQUAL EMPLOYMENT OPPORTUNITY

Health Career Institute is an equal opportunity employer. The Company does not discriminate in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment based on race, color, religion, sex (including pregnancy, childbirth

Health Career Institute Faculty & Staff Policies & Procedures Handbook 2-12-2018 Page 14 of 37

and related medical conditions), national origin, sexual orientation, genetic information, citizenship or veteran status, age, or other classification protected by federal, state or local law.

The Company does not discriminate against qualified individuals based on a disability, and will make reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship. Contact the School President with any questions or requests for accommodation.

B. POLICY AGAINST SEXUAL HARASSMENT

<u>Objective</u>: The purpose of this policy is to define sexual harassment and provide procedures for the investigation of sexual harassment claims. All employees, including faculty, support and office staff, supervisors and managers, will be subject to severe discipline, up to and including discharge, for any act of sexual harassment they commit.

<u>Policy Statement</u>: Sexual harassment is unwanted sexual attention of a persistent or offensive nature. Sexual harassment includes sexually oriented conduct that is sufficiently pervasive or severe to unreasonably interfere with an employee's job performance or create an intimidating, hostile or offensive working environment. Sexual harassment can be physical and/or psychological in nature. An aggregation of a series of incidents can constitute sexual harassment even if one of the incidents considered on its own would not be harassing. Employees are prohibited from harassing other employees whether or not the incidents of harassment occur on employer premises and whether or not the incidents occur during working hours.

While sexual harassment encompasses a wide range of conduct, some examples of specifically prohibited conduct include:

- Physical assaults of a sexual nature, and physical conduct that is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another employee's body or poking another employee's body.
- Unwanted sexual advances, propositions or other sexual comments, such as sexually oriented gestures, noises, remarks, jokes, or comments about a person's sexuality or sexual experience (especially when directed at or made in the presence of any employee who indicates or has indicated in any way that such conduct in his or her presence is unwelcome).
- Preferential treatment or promises of preferential treatment to an employee for submitting to sexual conduct, including soliciting or attempting to solicit any employee to engage in sexual activity for compensation or reward.
- Subjecting, or threats of subjecting, an employee to unwelcome sexual attention or conduct or intentionally making performance of the employee's job more difficult because of that employee's sex.
- Sexual or discriminatory displays or publications anywhere in the workplace, such as: Displaying pictures, posters, calendars, graffiti, objects, promotional materials, reading materials or other materials that are sexually suggestive, sexually demeaning or

Health Career Institute Faculty & Staff Policies & Procedures Handbook 2-12-2018 Page 15 of 37

pornographic, or bringing into the work environment or possessing any such material to read, display or view at work.

<u>Reporting and Resolution</u>: If employees believe that they have been subject to sexual harassment or any unwanted sexual attention he or she should report the incident to the employee's supervisor or to any member of the management team. A report can also be made directly to the President or one of the Co-CEO's. It is important to report concerns of sexual harassment or inappropriate sexual conduct regardless of the seriousness to human resources or a supervisor/manager as soon as possible. To ensure the prompt and thorough investigation of a sexual harassment complaint, the complainant should provide as much information as is possible. Management cannot assist in stopping the harassment from continuing if it is unaware of the problem. If you have witnessed sexual harassment, you also are required to report the incident so that prompt action may be taken.

It is the policy of this Company to investigate claims of sexual harassment, or any other prohibited discrimination, and to promptly and effectively eliminate such conduct. The investigation will be kept as confidential as possible, consistent with the need to determine the facts. Retaliation against you for making a good faith report of harassment is prohibited by law and by Company policy. If an investigation confirms a violation of this policy, appropriate corrective and remedial action will be taken immediately to end the harassment and to discipline the violator.

Questions regarding this policy can be directed to the President, or a CO-CEO, your supervisor or any other member of management.

C. OTHER DISCRIMINATORY HARASSMENT

The Company strongly supports the rights of all its employees to work in an environment free from all forms of harassment, including harassment because of race, color, religion, sex, national origin, age, disability, or other characteristic protected by law. Harassing conduct includes, but is not limited to:

- Epithets
- Negative stereotyping
- Slurs
- Threatening, intimidating or hostile acts that relate to the above characteristics
- Written or graphic material that denigrates or shows hostility or aversion toward an individual or group because of the above characteristics, and that is placed on walls, bulletin boards, or elsewhere on the premises, or circulated in the workplace.

In compliance with the law and our policy, the Company prohibits harassment of any kind. If the result of an investigation indicates that corrective action is called for, such action may include discipline up to and including immediate termination of the employment of the offender

Health Career Institute Faculty & Staff Policies & Procedures Handbook 2-12-2018 Page 16 of 37

Individuals and Conduct Covered

These policies apply to all applicants and employees (administrative, office, instructional, and faculty whether part-time full-time or adjunct), whether related to conduct engaged in by fellow employees or someone not directly connected to the School (e.g., a business partner, vendor, or customer).

Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during instructional activities outside the School, business trips, business meetings and School-related social events.

VI. STANDARDS OF CONDUCT

Health Career Institute expects all employees to have the highest level of integrity and honesty in all aspects of work, to treat our students and fellow employees with care and respect, and to follow work rules and standards. The Company also expects all employees to perform his/her job to the satisfaction of the Company. All employees are expected to adhere to conditions and standards of employment, as set forth by the Company.

Additionally, all School personnel whose primary duties include student recruitment and admissions functions will be required to read, acknowledge, and abide by the Admissions Personnel Code of Conduct.

A. DISCIPLINARY ACTION

Violation of Company work rules or standards may lead to disciplinary action, up to and including termination. Poor job performance may also lead to disciplinary action, up to and including termination. Nothing in this policy alters the at-will nature of your employment; either you or Health Career Institute may terminate the employment relationship with or without reason, and in the absence of any violation of standards or rules.

Disciplinary action may include a verbal warning, written warning, suspension with or without pay, and/or termination. Documentation of oral or written warnings may be kept in the employee's personnel file. The President and Co-CEO's will determine the appropriate disciplinary action imposed. The Company does not guarantee that one form of action will necessarily precede another.

The types of conduct and/or circumstances that may result in disciplinary action include, but are not limited to the following:

1. Unsatisfactory work performance;

Health Career Institute Faculty & Staff Policies & Procedures Handbook 2-12-2018 Page 17 of 37

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 176 of 1026

- 2. Violation of any company rule; any action that is detrimental to the School's business or instructional efforts;
- 3. Failure or refusal to carry out orders or instructions or insubordination;
- 4. Dishonesty or theft;
- 5. Disregard of Company policies and procedures;
- 6. Falsifying or altering records or information, including, but not limited to, time records;
- 7. Unauthorized use of, sabotaging or defacement of Company property or the property of other employees;
- 8. Violating any non-disclosure, non-compete or confidentiality agreement; divulging any confidential or proprietary School or student information;
- 9. Consumption, possession, sale or being under the influence of alcohol, or illegal or un-prescribed drugs while on School premises or on School business;
- 10. Any act of unlawful harassment or discrimination based on any employee's protected classification;
- 12. Threatened or actual physical violence or harassment;
- 13. Profane or abusive language;
- 14. Excessive or habitual tardiness or absenteeism, or time away from work, including unauthorized breaks;
- 15. Any other similar performance inadequacies.

B. PROTECTION OF CONFIDENTIAL INFORMATION

Our students and other parties with whom we do business entrust Health Career Institute with important personal and sensitive information. Sensitive or confidential information includes but is not limited to credit card information, tax information, medical documentation and other personal data, whether stored in electronic or printed format. It is our policy that all information considered confidential will not be disclosed and must be kept confidential in accordance with the Family Education Rights and Privacy Act of 1974. The Company has adopted Standard Operating Guidelines for the protection and handling of confidential information. Violation of those guidelines, or this policy, will result in disciplinary action up to and including termination.

Should instructors have any questions about the authorization and/or release of student's records, please contact the Registrar's Office.

C. RECRUITMENT POLICY

All recruiting agents will be trained and licensed. Employment agencies will not be used to recruit prospective students. No advertisements will be placed in help-wanted sections. Prospective students will not in any way be led to believe they are responding to a job opportunity. This is ensured in the catalog as well as the student Handbook. The School prohibits

Health Career Institute Faculty & Staff Policies & Procedures Handbook 2-12-2018 Page 18 of 37

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 177 of 1026

recruitment of and or solicitation of prospective students at Welfare offices, unemployment lines, food stamp centers, homeless shelters etc.

D. INTEGRITY OF ALL SCHOOL PERSONNEL

In addition to the Code of Ethics and Professional Conduct on page 17 of this Handbook the President and Administrative Staff emphasize that all employees of Health Career Institute will refrain from:

- Discrediting other training facilities or schools' programs, instructors or standing in any way whatsoever
- Making false representations of Health Career Institute or its training to encourage students to enter our programs
- Make any disparaging comments regarding character, nature, quality, value, or scope of any other training facility or school
- Recruiting or enticing any student or potential student from entering another training facility or school by encouraging them to change their plans to become a Health Career Institute student

Health Career Institute does not engage or advocate any of the above activities.

E. PROMOTIONAL MATERIAL POLICIES

- Under no circumstances will employees fax, email or promote any promotional material without the written approval of Health Career Institute's President
- All advertisement for promotional material for fire science courses (FFP) will state that the Company is training approved by the Florida State Fire College
- The Fire College's class approval number will be placed on the rosters for internal use and on certificates of completion
- Once approved by the President all promotional faxes, emails, flyers are placed in a book kept in the Registrar's office.

The President will assure that any promotional material or handouts will clearly indicate that:

- The material is truthful and accurate
- Does not mislead the students regarding a false impression of the School and its accreditation status
- Education not employment is being offered

Health Career Institute Faculty & Staff Policies & Procedures Handbook 2-12-2018 Page 19 of 37

F. GUIDELINES REGARDING SCHOOL TECHNOLOGY RESOURCES

Company property, including computers, electronic mail and voice mail, should only be used for conducting School business. Information placed on the system must relate only to instructional/educational responsibilities assigned to the employee. Incidental and occasional personal use of Company computers and our voice mail and electronic mail systems is permitted, but information and messages stored in these systems will be treated no differently from other business-related information and messages, as described below.

The Company may review stored electronic and voice mail. Therefore, the Company must, and does, maintain the right and the ability to enter into any of these systems and to inspect and review all data recorded in those systems. Because the School reserves the right to obtain access to all voice mail and electronic mail messages left on or transmitted over these systems, employees should not assume that such messages are private and confidential or that the Company or its designated representatives will not have a need to access and review this information. Individuals using Company business equipment should also have no expectation that any information stored on their computer - whether the information is contained on a computer hard drive, computer disks or in any other manner - will be private.

The Company has the right to, but does not regularly monitor voice mail or electronic mail messages. The Company will, however, inspect the contents of computers, voice mail or electronic mail during an investigation triggered by indications of unacceptable behavior or as necessary to locate needed information that is not more readily available by some other less intrusive means.

Additional guidelines regarding the acceptable use of Company technological resources include the following:

- Company's systems or networks may not be used for any illegal activity or criminal conduct, including downloading or distributing pirated software or data
- No postings regarding or that reveal proprietary or confidential School or student information
- Do not make defamatory statements regarding the School, co-employees, students, etc.
- All company business done on assigned email addresses only
- Do not harass co-workers, or otherwise violate anti-harassment and discrimination policies; including but not limited to
 - a. Do not view, share, or transmit inappropriate or offensive messages images, photos or other forms of communication
 - b. Do not make discriminatory statements, racial slurs, sexual innuendoes directed at co-workers, management, or clients
 - c. Do not view or share pornography and other inappropriate sexual content.

Health Career Institute Faculty & Staff Policies & Procedures Handbook 2-12-2018 Page 20 of 37

The Company will take disciplinary action, up to and including termination against any employee who violates the policy.

G. DRUG-FREE WORKPLACE POLICY

To help insure a safe, healthy and productive work environment for our employees and others, to protect Company property, and to ensure efficient operations, the Company has adopted a policy of maintaining a workplace free of drugs and alcohol. This policy applies to all employees and other individuals who perform work for the Company. Additionally, all job applicants who are offered a position are required to submit to a drug test prior to and as a condition of employment. All employees are otherwise required to comply with the drug free workplace policies and procedures during employment.

The unlawful or unauthorized use, abuse, solicitation, theft, possession, transfer, purchase, sale or distribution of controlled substances, drug paraphernalia or alcohol by an individual anywhere on the School premises, while on School business (whether or not on Company premises) or while representing the School, is strictly prohibited. Employees and other individuals who work for the Company are prohibited from reporting to work or working while they are using or under the influence of alcohol or any controlled substances, except when the use is pursuant to a licensed medial practitioner's instructions and the licensed medical practitioner authorized the employee or any individual to report to work.

The policy will be provided to all employees and job applicants and is posted in the workplace. Violation of this policy will result in disciplinary action, up to and including discharge.

The Company maintains a policy of non-discrimination and will endeavor to make reasonable accommodations to assist individuals recovering from substance and alcohol dependencies, and those who have a medical history, which reflects treatment for substance abuse conditions. We encourage employees to seek assistance before their substance abuse or alcohol misuse renders them unable to perform the essential functions of their jobs, or jeopardizes the health and safety of any Company employee, including them.

H. ALCOHOL AND DRUG TESTING POLICY

As set forth above, it is the School's policy not to employ persons who use illegal drugs or abuse alcohol. The School reserves the right to require an employee to submit to testing for alcohol and/or illegal drugs as a continuing condition of employment with the School. An employee who refuses to submit to such testing or who tests positive may be suspended from work, disciplined, or immediately terminated, all at the School's sole discretion. The School also reserves the right to search the employee's workplace for alcohol or illegal substances.

I. WORKPLACE VIOLENCE

Violence by an employee or anyone else against an employee, or anyone else associated with the School, will not be tolerated. The purpose of this policy is to minimize the potential risk of personal injuries to employees at work and to reduce the possibility of damage to Company property.

If you receive or overhear any threatening communications from an employee or outside third party, report it directly to the President or one of the Co-CEO's or any member of management at once.

All reports will be kept confidential to the extent possible, investigated and documented. Employees are expected to report and participate in an investigation of any suspected or actual cases of workplace violence and will not be subjected to disciplinary consequences for such reports or cooperation.

Possession, use or sale of weapons, firearms or explosives on School premises, while operating any equipment or vehicles for work-related purposes or while engaged in School business off premises is forbidden except lawfully possessed firearms as specifically allowed on work premises under Florida law (such as in a locked vehicle).

Violations of this policy, including your failure to report or fully cooperate in the School's investigation, may result in disciplinary action, up to and including discharge.

J. REPORTING ACCIDENTS/WORKPLACE SAFETY

All accidents, injuries, or potential safety hazards, must be reported immediately to the President or one of the Co-CEO's or a member of management. If you are involved in or witness an accident or injury during working hours and/or on School property, you must immediately report the incident. Even if you have not suffered an injury, it is your obligation to report any such accidents.

Please follow these guidelines to maintain a safe School campus:

- Clear uncluttered pathways throughout facility.
- Safety and cleanliness by having instructors straighten and secure classrooms.
- After 7:00PM at night the building goes into a lock down code where the outside is locked and strangers to campus cannot enter without a code.
- No student is to remain in building without an instructor.
- All doors to classrooms will be locked by instructor.
- All doors to classrooms will be locked by instructor but main door to building locks automatically.

VII. RULES AND PROCEDURES FOR FACULTY AND INSTRUCTIONAL

Health Career Institute Faculty & Staff Policies & Procedures Handbook 2-12-2018 Page 22 of 37

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 181 of 1026

PERSONNEL

A. FACULTY QUALIFICATIONS

The minimum qualifications for EMS programs:

Faculty must have a current Florida Paramedic License with a minimum of three years of experience in the related field. At a minimum all instructors are required to have an AS Degree or be actively working on an AS Degree in the related field.

All faculty members will be evaluated on the following objectives annually:

- Show appropriate instructional methods
- Teach the educational objectives if the programs being taught
- Demonstrate a command of theory and practice
- Be up to date on the knowledge of the program and its requirements
- Have a minimum of 32 hours of CEU's in the related field in a two-year period

Personnel files should be updated annually as returning faculty complete additional course work. New transcripts (official) should be forwarded to the Registrar.

It is important that Administration maintain a current address and phone number for each member of the faculty and staff. Notice of change of address (form attached) and/or phone number should be given to the office manager. ASAP

The minimum qualifications for Fire Science programs:

Faculty must have a current Bureau of Fire Standards and Training Division of State Fire Marshal Instructor Certification, a Florida State Firefighter Certificate and/or a Florida State Inspector Certificate with a minimum of six years of experience in the related field. At a minimum all instructors are required to have an AS Degree or be actively working on an AS Degree in the related field.

All faculty members will be evaluated on the following objectives annually:

- Show appropriate instructional methods
- Teach the educational objectives if the programs being taught
- Demonstrate a command of theory and practice
- Be up to date on the knowledge of the program and its requirements
- Have a minimum of 40 hours of CEU's in the related field in a two-year period.

Personnel files should be updated annually as returning faculty complete additional course work. New transcripts (official) should be forwarded to the VP Finance.

The minimum qualifications for Nursing programs:

Health Career Institute Faculty & Staff Policies & Procedures Handbook 2-12-2018 Page 23 of 37

Faculty must have a current Florida RN License with a minimum of three years of experience in the related field.

All faculty members will be evaluated on the following objectives annually:

- be able to show appropriate instructional methods
- be able to teach the educational objectives of the programs being taught
- be able to demonstrate a command of theory and practice
- be able to be up to date on the knowledge of the program and its requirements
- be able to have a minimum of 32 hours of CEU's in the related field in a two-year period

Personnel files should be updated annually as returning faculty complete additional course work. New transcripts (official) should be forwarded to the VP Finance.

B. RESPONSIBILITIES AND CONDITIONS OF EMPLOYMENT FOR INSTRUCTIONAL/CLINICAL FACULTY

The responsibilities of teaching faculty are as follows:

- 1. Conduct assigned classes in accordance with the catalog description at times listed in the School course schedule.
- 2. Meet every class, including the final examination, at the assigned time and in the assigned room or clinical facility.
- 3. Maintain standards of teaching.
- 4. Seek out means of improving instruction through professional societies, meetings, workshops, and the current literature of the field.
- 5. Adjust, as far as possible, teaching methods to student needs.
- 6. Submit to the appropriate division coordinator:
 - a. Hours when faculty will be available to students
 - b. A copy of the course outline and syllabus, no later than the first class meeting for each course taught
 - c. Attendance records of students submitted daily
 - d. A copy of the final exam or skills checkoff, if applicable
 - e. Final grade reports within 48 hours of the end of the semester
 - f. Other forms and reports as may be necessary
- 7. May not dismiss a class for the entire period without approval by the Program Director.
- 8. Submit grades to the Program Director by the established deadline, who after review will submit them to the Registrar.
- 9. Provide academic advising for students.
- 10. Attend all faculty meetings.
- 11. Participate as members of committees.
- 12. Conduct tutoring and special assignments as needed and/or assigned.
- 13. Participate in determining course schedules for upcoming terms.

Health Career Institute Faculty & Staff Policies & Procedures Handbook 2-12-2018 Page 24 of 37

14. Submit book orders and/or other forms to appropriate offices in a timely manner.

CLINICAL TRAINING REQUIREMENTS FOR PROGRAM FACULTY (464.019 (1)(e), F.S.)

Health Career Institute follows specific policies for faculty which include provisions for direct or indirect supervision by program faculty or clinical preceptors for students in clinical training consistent with 464.019 (1)(e), F.S. referenced below:

1. The number of program faculty members equals at least one faculty member directly supervising every 12 students unless the written agreement between the program and the agency, facility, or organization providing clinical training sites allows more students, not to exceed 18 students, to be directly supervised by one program faculty member.

2. For a hospital setting, indirect supervision may occur only if there is direct supervision by an assigned clinical preceptor, a supervising program faculty member is available by telephone, and such arrangement is approved by the clinical facility.

3. For community-based clinical experiences that involve student participation in invasive or complex nursing activities, students must be directly supervised by a program faculty member or clinical preceptor and such arrangement must be approved by the community-based clinical facility.

4. For community-based clinical experiences not subject to subparagraph 3., indirect supervision may occur only when a supervising program faculty member is available to the student by telephone.

All approved clinical preceptors supervising students in the Associate of Science in Nursing program must be a registered nurse or, if supervising students in a practical nursing education program, be a registered nurse or licensed practical nurse.

All clinical faculty must abide by the policies. Faculty must immediately notify the Director of Nursing at 561-586-0121 (West Palm Beach) or at 954-579-2001 (Lauderdale Lakes) prior to any clinical which does not meet the policies for a solution that meets the requirements.

All Faculty, or School personnel whose primary duties include student instruction, training and classroom work, must also read, acknowledge, and abide by the Code of Ethics issued by the State Board of Education in Florida.

EVALUATION OF FACULTY

Faculty evaluations are conducted throughout the programs. Evaluations by supervisors are conducted on a periodic basis. Evaluations by students are conducted at a minimum at the end of each course. The results of these evaluations will be reviewed with the Faculty member/Instructor. A positive evaluation does not guarantee any increase in pay, and all pay adjustments are within the sole discretion of Health Career Institute based upon overall School performance and financial position as well as individual performance and is at the sole discretion of the Co-CEO's.

Health Career Institute Faculty & Staff Policies & Procedures Handbook 2-12-2018 Page 25 of 37

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 184 of 1026

Student Evaluations are conducted in all class sections. Results are tabulated and strengths and weaknesses noted. The Program Director visits at least one full class session and notes effective methodologies and those needing improvement. There are also sections for outlining professional development plans, goals attained during the year, setting new goals for the next year, and documenting committee and community work. All EMS instructors are required by the Florida Department of Health Bureau of EMS to complete 32 CEU's to renew their paramedic license every two years. Health Career Institute also conducts professional development classes for its instructors in methodology and level of control in the classroom setting.

All evaluations will be due at the end of each year. Pursuant to the evaluation process outlined above, the immediate supervisor discusses strengths and weaknesses with the faculty member and may be re-evaluated if improvement is needed.

Distance Learning and the Faculty & Staff Evaluation:

Students must evaluate their Distance Learning instructors, this is part of the course completion.

1. At the end of the course faculty must make an announcement to your students explaining how to complete DL faculty evaluations.

2. The process for reporting evaluation results is the same as the current process and student/faculty confidentiality is the same as the paper/pencil counterpart. Evaluation results and comments will be stored and distributed to both the instructor and supervisor in the normal cycle of faculty evaluation processes.

3. Please inform/remind your students of this opportunity to evaluate all their Distance Learning instructors and that this evaluation is emailed directly to the School.

C. COMPUTERS

Computer labs are available for class instruction. Instructors wishing to teach classes using the computers should contact the Program Director to schedule those classes.

D. FACULTY INFORMATION

GENERAL

The VP Finance will fill out cards for the keys each instructor needs. The keys will be the responsibility of the instructor until such time the instructor leaves the employment of the School.

Paychecks

Payroll checks are completed every other Wednesday. If payroll falls on a holiday, checks will be distributed on the following work day. All time cards and off sight time sheets are to be

Health Career Institute Faculty & Staff Policies & Procedures Handbook 2-12-2018 Page 26 of 37

completed and turned into Finance no later than 8am Monday morning prior to payroll. Any time cards or time sheet not submitted by this time or that are incomplete will be held until the next pay cycle. The pay period is from Sunday to Saturday.

College Credit and Hours of Instruction

Florida State Board of Education Rules define the required minimum number of hours of instruction (or equivalent) for the credits the School may grant. The School's instructional calendar is prepared each year to ensure that all day and evening classes are scheduled to meet or exceed these requirements, including class breaks and examination time. It is of great importance, therefore, that all instructors adhere to the scheduled hours of instruction. If absence from class is necessary, the instructor should contact the program director about arranging a substitute instructor or about scheduling class make-up time. Since exam week is a part of the instructional schedule, **all classes should meet during that week at the times scheduled for examinations.**

In credit classes, fifteen hours in class equals one credit hour. For a student to be considered a full-time student, he/she must take at least 12 credit hours.

E. CLASSROOM INFORMATION FOR FACULTY

Classroom Control

The progress of a class must not be jeopardized by permitting the continued presence of any student whose behavior in any way could adversely affect the class. While the responsibility for the administration of classroom discipline ordinarily rests with the instructor, the president or the Program Director handles all disciplinary problems which are referred to the office. If an adjunct instructor takes disciplinary action concerning a student, the above people must be notified.

There will be no smoking, vaping or other consumption of tobacco products in any classroom or laboratory by students or faculty on School premises.

Speakers

Any instructor who wishes to have a speaker who is not a member of the faculty appear in class is required to notify the appropriate Program Director in advance of the proposed date. Regular contract and budget procedures must be followed, if there is cost involved.

Change in Meeting Locations

Occasionally, instructors find it necessary or desirable to conduct a class session in a different location, classroom, or laboratory other than the one to which they were assigned. Should this occur, prior permission must be obtained from the appropriate program director and signs should be posted at the assigned location to indicate the change.

Health Career Institute Faculty & Staff Policies & Procedures Handbook 2-12-2018 Page 27 of 37

All classes must meet for the total scheduled hours - in the assigned classroom facility - on the scheduled day or evening. No exceptions will be allowed except with written permission of the appropriate program director.

Duplication Services

Duplication services should be requested far enough in advance to allow the secretarial staff an opportunity to have them prepared. *At least one week's notice is desirable*. If an **emergency** occurs, a copy machine is available in the office. It is not intended to provide large numbers of copies and you are requested to limit these copies.

Purchase of Materials and Supplies

If supplies are needed, faculty members should consult with the appropriate Program Director *well in advance of the date they are needed*. General office supplies (pens, legal pads, etc.) are available in the office.

 \underline{No} materials, supplies, etc., are to be purchased in the School's name without proper authorization.

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 187 of 1026

Desk Copies of Textbooks

Desk copies and examination copies of textbooks will remain the property of Health Career Institute.

F. CLASS RELATED POLICIES

Course Outlines & Syllabi

<u>A course outline and syllabus are required for each course offered by the School</u>. Such outlines are used to assist new instructors in their course preparation, are required for accreditation, are used to determine the course designation in the Florida Statewide Course Numbering System, and are used for curriculum development. Each student will have syllabi by the first day/night of class. Syllabi will also be available online for students and instructors.

Each Program Director keeps on file both course outlines and course syllabi for each course offered in the division, and is responsible for the development of course outlines for new courses proposed. Each course outline and course syllabus should be submitted to the appropriate instructor prior to the first meeting of the class. These outlines are kept on file in the learning resource center.

<u>Course Outline</u>: Official course outlines already exist for all courses offered at Health Career Institute. Faculty will get copies of existing outlines or a generic format for a new course from the Program Director office. The required elements of a course outline are these:

- a. Subject area and course prefix and number
- b. Course title
- c. Credit hours
- d. Catalog course description
- e. Lecture hours per week
- f. Prerequisites
- g. General course objectives
- h. Outline of topics to be addressed in the course
- i. Appropriate readings
- j. Writing assignments
- k. Appropriate outside assignments
- l. Appropriate assignments that demonstrate critical thinking
- m. Methods of evaluation
- n. Methods of instruction
- o. Required texts and supplies

<u>Course Syllabus</u>: The faculty will receive a syllabus for each class taught. Included in the syllabus will be a brief description of all required assignments, approximate value of each assignment in

Health Career Institute Faculty & Staff Policies & Procedures Handbook 2-12-2018 Page 29 of 37

the course grade, instructor's attendance policy, and instructor's grading scale. A copy of the syllabus must be given to each student at the first class meeting. Syllabi should include:

- a. Instructor's Name and Division
- b. Office Telephone Number and Location
- c. Office hours
- d. E-mail address, if available
- e. Textbook(s), Lab Manuals, Workbooks, etc.
- f. Learning activities (projects, papers, presentations, reading, oral participation, tests, etc.)
- g. Applicable Learning Resources (published materials, tapes, films, slides, charts, models, spécimens, etc.)
- h. Evaluation
- i. Attendance Requirements
- j. Schedule of class events (topics, tests, other learning activities)
- k. Course Objectives
- l. Grading system

Every syllabus must contain the following statements:

Health Career Institute seeks to provide reasonable accommodations for all qualified individuals with disabilities. The School will adhere to all applicable federal, state, and local laws, regulations, and guidelines with respect to providing reasonable accommodations as required affording equal educational opportunity. It is the student's responsibility to register and to contact the faculty member in a timely manner to arrange for appropriate accommodations."

Grading System

The assignment of grades is the sole responsibility of the Program Director and the Vice President of Academic Affairs. Posting grades by name, social security number or verbally giving out a grade over the phone is a violation of the Family Education Rights and Privacy Act (FERPA) and, as such, is not permitted. EMS students will be able to access grades and progress reports on-line through Course Compass.

The quality of a student's performance in any academic course is reported by a letter grade. These grades denote the character of work and are assigned grade points as follows:

- "A" 4 grade points per credit
- "B" 3 grade points per credit
- "C" 2 grade points per credit
- "D" 1 grade point per credit
- "F" 0 grade points per credit
- "T" Transfer No grade point credit applies to transfer credits

Health Career Institute Faculty & Staff Policies & Procedures Handbook 2-12-2018 Page 30 of 37

"P" Pass - No grade point credit applies. Applies to developmental studies and certain short-term training programs, courses are graded in this manner at the discretion of the College.

"W" Withdrawal - No credit. A grade of "W" is used for students who withdraw or are withdrawn from a course after the drop/add period.

"WA" Withdrawal - No credit. Withdrawn for Unsatisfactory Student Progress. At the discretion of the Program Director.

- "WX" Withdrawal No credit. Withdrawn for Excessive Absences At the discretion of the Program Director
- "I" Incomplete No credit.

Incomplete grades should be used only for emergency reasons, i.e., sickness, accident, etc. Faculty who give a grade of "I" must file the grade on the class roster, and, when work is completed, file a Grade Change form.

A course for which the grade of "I" has been awarded MUST be completed by the end of the next regular semester and another grade ("A", "B", "C," and "D") must be awarded by the instructor based upon course work which has been completed or the "I" automatically becomes the grade of "F".

Attendance

Regular attendance is expected, and is a course requirement in all School courses. Attendance requirements are established by the program and its regulations. The student is responsible for adhering to each program attendance requirements as set forth in the course program. The Instructor will draft an Early Warning Form to notify the student in writing when the student is absent. Failure of the student to adhere to the School's attendance requirements will result in involuntary withdrawal or an "F" grade in the course. Any refund to the student will be in accordance with the School's Refund Policy.

Three tardies equal one absence. Absences exceeding this policy will result in academic withdrawal.

No more than two absences are allowed in the EMT, Paramedic, EMS and Nursing Programs Students must complete 100% of all clinical hours

Class Records, Grade Sheets Etc.

Daily attendance will be taken and recorded by the Instructor both at the beginning and end of Lecture and the beginning and end of Lab. Complete attendance and grade records will be maintained by the Registrar. All necessary class rosters, grade sheets, and other reports will be

Health Career Institute Faculty & Staff Policies & Procedures Handbook 2-12-2018 Page 31 of 37

furnished to the instructor by the Registrar. Rosters and grade sheets must be returned to the administrative office at the end of each class meeting for computation into the database. Permanent records are maintained by the Registrar.

Students will be required to submit all paperwork related to Field Externships attended prior to sitting for end of course final exam. Instructors will collect and review paperwork for accuracy and completeness. The SOAP narrative will be review and critiqued. If changes or corrections are needed, the paperwork will be returned to the student for correction and resubmitted at the next class. All completed paperwork will be submitted to Director of Clinical Operations.

Clinical Instructors will fax or email an attendance roster to the office by 9:30 am the day after the clinical.

Clinical Coordinators will collect all clinical paperwork from the student's previous clinical at the beginning of each clinical. The instructor will review paperwork for accuracy and completeness. The SOAP narrative will be reviewed and critiqued. If changes or corrections are need, the paperwork will be returned to the student for correction and resubmitted at the next clinical.

Paperwork collected will be submitted to the office every one week.

Official Class Lists

The School supplies faculty members with class rosters. The first list is the preliminary roster, which indicates any student registered by the end of the last day of registration. The preliminary roster does not represent official class attendance. However, if there is any student in your class that is not on the roster and who registered during regular registration (not add/drop), he or she should contact the Registrar.

The Revised and the Official Class Roster indicates students who have paid, and are officially enrolled at the School.

However, sometimes students enroll for classes but do not show up for classes. Instructors must review the revised roster, and circle the names of any student who has never attended class. The revised roster should then be signed by the instructor and returned to the Registrar's Office. The Registrar's Office will then drop these students and submit an official class roster at the time of add/drop.

Should instructors have any questions about official class rosters or the monitoring of student attendance, please contact the Registrar's Office or the Program Director.

Final Grade Roster

Grade rosters should be submitted within 48 hours of last day of class. The Registrar's office prefers to receive rosters as early as possible, because of the large number of rosters to input into the computer in a brief period.

Health Career Institute Faculty & Staff Policies & Procedures Handbook 2-12-2018 Page 32 of 37

Mid-term Warning Grades

Instructors will consult with their students regarding mid-term warning grades. In the form of Student Academic Progress Reports (SAP Forms). Copies of which must be signed by both the student and the instructor one copy goes to the student the original must be returned to the office to be placed in the student file.

Explanation of Types of Tests Given (EMS ONLY)

Cognitive Tests

Weekly and daily tests are given to evaluate student progress in the classroom. The midterm and final exam are cumulative and must be passed with applicable minimum grades. There are no make-up exams for the Cumulative Final Exam.

Psychomotor / Skills

The students must show competency in all required skills. Pass / Fail criteria for the Final Practical Skills Evaluation Exam are as follows: Fail up to three stations - retake the station with a different evaluator. Fail any station on a retake - meet with Program Director for direction. Fail two or more stations on the second attempt - meet with Program Director for direction.

A final scenario is also presented at the end of the course that the student must successfully negotiate. This scenario is graded on a pass/fail basis.

Affective

The student will be evaluated on skill competency as well as professionalism, conscientiousness and interest in learning both in the classroom and in the field.

Written Exams and Tests

Exams and tests are given to evaluate the student's progress in the classroom. The midterm, end term and final cumulative exams must be passed with a minimum score of 80% for the EMT and 80% for the Paramedic program.

There are no make-ups for the cumulative final exam.

General Rules Regarding Tests and Exams in EMS Programs: (EMS ONLY)

Prior to administering any test or exam, the instructor must read and make clear the "Compulsory Rules for Taking Exams" found in the front of each class binder.

 $\mathbf{P}\mathbf{M}$

Passing grade for each and all Paramedic test/exams is 80%

Health Career Institute Faculty & Staff Policies & Procedures Handbook 2-12-2018 Page 33 of 37

The student is allowed two failed tests/exams total each semester, this *does not* apply to a cumulative final exam.

If a student fails more than two test/exams total within a semester they will be academically withdrawn.

The student must take the test/exam test on the date it is scheduled. If the student does not make arrangements with the Program Director prior to the test/exam date the student will receive an unexcused absence and a grade of 0% on the missed test/exam. The student must call the office to schedule a make-up test/exam prior to the next class meeting.

The cumulative final exam for the Paramedic program must be passed with a minimum of 80%, there is no make-up exam.

If the student does not pass a test or exam:

The student must make-up the exam to prove competency in the material covered.

The make-up test or exam must be taken prior to the next class meeting. If the student does not retake the exam within this time it will constitute a failed test or exam and the student will be withdrawn from the program.

The make-up must be passed with a minimum score of 80% (EMT) or 80 % (Paramedic) When the student passes the make-up, they will receive a score of 80% (EMT) or 80 % (Paramedic) which will be averaged into their grades, not the make-up score.

If the student misses the scheduled exam:

If the student does not have excused absences, the student must call the School and make arrangements to take the make-up exam prior to the next class meeting.

The student will be given a 0% for the scheduled test/exam missed.

The student will be given the make-up test/exam. The make-up must be passed with a minimum score of an 80% (EMT) or 80 % (Paramedic). When the student passes the make-up, they will receive a score of 80% (EMT) or 80 % (Paramedic) which will be averaged into their grades, not the make-up score. If they do not pass the make-up exam, it will be considered the second failed test/exam and the student will be academically withdrawn.

General Rules Regarding Lab Scenarios in EMS Programs:

Students are to attend all labs as scheduled. Skills are to be assessed and signed off by instructors as students show proficiency. A Skill Sign-In sheet will be at each skill station. It is the instructors' responsibility to assure that each student signs in as they attend that skill station.

Student skill sheets will be maintained in a Class Lab Folder and given to lead Lab Instructor for that day. All sheets and folder are to be returned to the office at the end of the class. All skill sheets assigned must be completed prior to sitting for the semester final exam. Failure to complete required skills sheet will result in an "I" for that semester and the student will not be permitted to register for the next semester. Final semester scenarios will be pass/fail. If a student fails a final scenario, students will be allowed one make-up scenario. Should the student fail the make-up scenario, the student will fail that semester.

General Rules Regarding Clinical Externships in EMS Programs:

Students are to attend all Clinical Externships as scheduled. Students must call clinical instructor or office prior to missing a scheduled clinical or if they are going to be late. Clinical Instructors are to collect and review all paperwork from student previous clinical at the beginning of each clinical. They are to review patient contact report with student for completeness and accuracy. SOAP narratives are to be reviewed and corrected if needed and returned at next clinical. Instructors will submit all completed paperwork every two weeks. Daily clinical roster are to be faxed to the office by 9:30 the day of the clinical. Instructors have access to their schedule and scheduled students on Platinum Planner.

Graduation Requirements for EMS Programs

The final decision as to whether the student passes is determined by and is at the sole discretion of the Medical and or EMS Director. The determination is based on an overall assessment of the students' performance including but not limited to overall grade average clinical performance evaluation, attitude, general performance, knowledge of clinical areas of study and judgment exhibited by the student throughout the course. It must be stressed that grade point average is not the sole determinant of the diploma of completion received on the last day of class providing the student has met all requirements for graduation.

Absence of an Instructor from a Class

If an instructor must miss a class because of illness or unforeseen circumstance, he or she must notify the appropriate program director, as soon as possible. Every attempt should be made to reach the Program Director.

A substitute is required/needed in his/her absence, and he or she should contact the Program Director as soon as possible. So that a substitute made be found so as not to cancel the class.

Delay of an Instructor in Meeting a Class

If an instructor must be late for a class session, he or she must notify as soon as possible, the School and the Program Director so that adequate provision can be made for the class.

If an Instructor fails to inform appropriate personnel of any or all the circumstances they will be issued a written EIP by the Program Director and or the Chief Academic Officer this form will become part of their file and considered at Review.

G. LIBRARY SERVICES

Faculty are encouraged to notify the Librarian prior to giving class assignments requiring use of the library, to identify available materials and to place on reserve those items that should be available in the LRC for all students in the class. This protects the collection and ensures that required materials for students will be available. Items may be placed on reserve for in-library

Health Career Institute Faculty & Staff Policies & Procedures Handbook 2-12-2018 Page 35 of 37

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 194 of 1026

use only, or for limited checkout as requested by the Instructor and specified by the Librarian. You may put your personal books or articles on reserve (many instructors do) and we will protect them while making them available to your students in the manner that you request.

VIII. SEPARATION FROM THE COMPANY

A. TERMINATION

Your employment is at-will. This means that either you or the Company may terminate the employment relationship at any time, for any reason, with or without notice or cause. HEALTH CAREER INSTITUTE will consider you to have voluntarily terminated your employment if you do any of the following:

- 1. Resign from the Company
- 2. Fail to return from an approved leave of absence on the date specified by the Company or
- 3. Fail to report to work or call in for three (3) or more consecutive workdays.

B. RESIGNATION

Resignation is a voluntary decision by an employee to terminate his/her employment with HEALTH CAREER INSTITUTE. In such cases, we ask to you to give us at least two weeks' notice should you decide to resign. The courtesy of advance notice will allow us time to adjust working and class schedules and attempt to secure a replacement

C. COMPANY PROPERTY

Any Company property issued to you, or in your possession, must be returned to HEALTH CAREER INSTITUTE at the time of your separation.

ACKNOWLEDGMENT AND RECEIPT OF HANDBOOK

The employee Handbook describes important information about Health Career Institute, and I understand that I should consult the President or one of the Co-CEO's regarding any questions not answered in the Handbook.

I understand that the Company has the right to modify, revoke, suspend, terminate or change any of the policies, procedures or benefits described in the Handbook, in whole or in part, at any time, with or without notice to me or any other employees. This Handbook and the policies and procedures contained herein supersede any and all prior practices, oral or written representations, or statements regarding the terms and conditions of my employment with Health Career Institute.

I understand and agree that none of the policies and procedures described in this Handbook can be construed as an employment contract, either express or implied. I further understand that I am an at-will employee, and I may leave or be terminated from employment at the Company at any time, for any reason or no reason.

I have received the Handbook, and I understand that it is my responsibility to read and comply with the policies contained herein and any revisions made to it.

Employee's Signature

Date

Employee's Name (Print)

TO BE SIGNED AND PLACED IN EMPLOYEE'S PERSONNEL FILE

Health Career Institute Faculty & Staff Policies & Procedures Handbook 2-12-2018 Page 37 of 37

APPENDIX H

NURSING STUDENT HANDBOOK

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 197 of 1026

HEALTH CAREER INSTITUTE



NURSING STUDENT HANDBOOK

2017 - 2018

Health Career Institute 1764 North Congress Avenue West Palm Beach, Florida 33409 (561) 586-0121 Office (561) 471-4010 Fax

www.hci.edu

Table of Contents Forward5 History and Philosophy6 Nursing Program Overview......7 Role of the Professional Nurse7 Licensure to Practice as a Professional Nurse......8 Conceptual Framework......9 Nursing Education11 Organizational Framework.....11 Associate of Science Nursing Curriculum14 Nursing Curriculum......15 Nursing Program Curriculum Changes15 Student Participation in Program Governance15 Curriculum Meetings......15 Programmatic Requirements16 Dosage Calculation Tests16 Standardized Testing: Conclusion of Nursing Core Courses......16 Program Demands17 Nursing Core Course Repeat Policy17 Pre-Clinical Nursing Core Requirements18 Criminal Background Check and Drug Screening Policy......18 Drug Screening......19 Medical Record Confidentiality Policy21

Nursing Program Costs	22
Other Nursing Program Expenses	23
Standards of Appearance	23
Communication	25
Program Schedule Outline	26
Nursing Classroom and Skills Laboratory Experiences	26
Scheduling of Clinical Assignments	26
Clinical Shifts	26
Pre-Clinical Preparation	27
Clinical Nursing Education	27
Philosophy of Nursing Program Clinical Site Selection	27
Clinical Experience Selection as Related to Primary, Secondary, Tertiary Care Set	
Faculty Supervision of Nursing Students During Clinical Experiences	
Clinical Experience Variability by Site, Faculty, Assigned Student Group	28
Clinical Experience Variability by Nursing Faculty	29
Clinical Experience Variability by Peer/Student Group	29
Selection of Clinical Sites	29
Student Assignment to Clinical Groups	29
Clinical/Skills Laboratory Performance	30
Academic Progression/Promotion	30
Academic Performance Nursing Core Courses	30
Grading System	30
HCI Grading System	30
Out-of-Class Work	31
Grading Policy	31
Grade Appeal Procedures	32
Satisfactory Academic Progress	32
Missed/Late Assignments	32
Missed/Make-up Exam	32
Academic Advisement	32
Graduation Ceremony	32
NCLEX-RN: Registered Nursing Licensure Examination	33
Academic Policies	33
Sanctions for Violating the Academic Honesty Policy	36

Professional Behavior Policy	
Behavior Probation Statement	
Academic and Administrative Dismissal	
Conflict Resolution and Chain of Command	
Student Disciplinary Procedures	
Confidentiality Agreement	
Clinical Experiences	40
Clinical Education Requirements	41
HCI/Course Withdrawal	41
Standards of Attendance	42
Attendance	42
Program Attendance Policy	44
Proper Notification for Lateness/Absence	44
Administrative Actions	45
Completion of Missed Work Due to Absence	45
Educational Advancement	Error! Bookmark not defined.
Course and Program Evaluation	45
Student Grievances	45
Student Services	46
Orientation	46
American Nurses Association Code of Ethics	46
Classroom/Lab/Simulation Etiquette	47
Nursing Student Policies	47

Forward

Welcome to the School of Nursing!

We would like to take this opportunity to congratulate you as you embark upon your journey into the profession of Nursing. This is a very exciting time for you, where you will undergo educational experiences that have been designed to provide the knowledge and skills necessary to become not only an entry-level nurse but also an essential asset and member to the healthcare team. The HCI (Health Career Institute) team is committed to assisting you in achieving your educational goals of successfully completing the program and passing the National Council Licensing Examination for Registered Nurses (NCLEX-RN).

The HCI Catalog and the Nursing Student Handbook and Clinical Manual contain the policies and procedures of Health Career Institute and the Nursing Program. Due to the nature of the curriculum and the clinical expectations of the Program's graduates, program policies and procedures may be more stringent than those of the Institute.

Students are responsible for becoming familiar with all the information contained in the HCI Catalog and the Nursing Program's Student Handbook, Clinical and Laboratory Manual. The student, throughout the duration of the program, should retain these materials and will receive copies of revised policies, procedures and/or revised editions.

All faculty and students have the responsibility of preserving the privacy, dignity, and safety of all individuals who are part of the program and must maintain confidentially in all academic and clinical situations.

If you have any questions about any policy or other materials in the handbook or catalog, please talk with the faculty, Director of Nursing or Academic Administrator.

Best wishes,

Sherry Raber, MMHC, MSN, RN Director of Nursing

History and Philosophy

Health Career Institute is a private postsecondary educational college accredited by the Accrediting Commission of Career Schools and Colleges (ACCSC). HCI's mission is to provide educational training that prepares students to enter the workforce. The school offers general education and professional programs at the diploma and the Associate in Science Degree (A.S.) levels in the fields of Nursing, Emergency Medical Services (EMS) and Fire Science. These programs are designed to instill the knowledge and skills under the current standards of professional practice, as well as foster the values of higher education and social responsibility. HCI employs a faculty and staff who are comprised of working paramedics, firefighters, and nurses in the pre-hospital and hospital settings.

Health Career Institute began as a modest provider of American Heart Association (AHA) programs in 1993. Initially, courses were conducted on a custom basis for physicians, nurses, and EMS providers. HCI first offered its emergency medical technician (EMT) program in 2002, followed by a Paramedic program in 2005. In 2010 HCI moved into its current facility, which is both larger and better equipped, thereby allowing for the continued growth of the Institute's EMS and fire programs. In 2013, HCI introduced an exciting Associate in Science in Nursing degree program. With a practical approach to health-related and community service programs and industry seasoned staff, HCI offers students the opportunity to move through the completion of an applied training program and forward into the workforce with confidence in their skills and preparation. In early 2015 HCI also introduced another exciting Nursing program. Bachelor of Science in Nursing. The BSN program is 100% online, and can be completed in as little time as 56 weeks or longer if needed.

On December 31, 2013, HCI was acquired by Florian Education Investors LLC (FEI), a company with proven leadership and extensive experience in management and growth of quality schools. FEI is controlled by Co-CEOs Steve Hart and Larry Brown.

Mission Statement

Health Career Institute is dedicated to providing education to students preparing them for a career in Allied Health. HCI provides a student-centered environment consistent with its core values preparing graduates to apply their knowledge, critical thinking skills and ability to succeed in employment, advancement in careers and service to the community.

Goals

At Health Career Institute, our aim is to provide our students with an education whereupon graduation they are equipped to confidently enter the work force, and to successfully engage and compete with their peers and colleagues. Our dedicated staff

and faculty continually seek to improve our environment, our skills, and our professionalism to ensure that our mission is accomplished. By proactively pursuing our vision, we will be able to accomplish our goals.

Nursing Program Overview

Accredited by:

The Accrediting Commission of Career Schools and Colleges 2101 Wilson Boulevard, Suite 302 Arlington, VA 22201 (703) 247-4212 #MO72133

<u>Licensed by</u>: Commission for Independent Education Florida Department of Education 325 West Gaines Street

Suite 1414 Tallahassee, Florida 32399-0400 (850) 245-3200 (888) 224-6684 #2077

Approved by:

Florida Board of Nursing 4052 Bald Cypress Way Bin C-02 Tallahassee, Florida 32399-3252 (850) 488-0595 # NPRN 70755 Program Approval: Nursing (Associate in Science)

ACEN Status for Nursing (Associate Degree in Nursing)

This associate nursing program has been deemed eligible to participate in the Candidacy process. This process is the prerequisite step toward formal review for ACEN initial accreditation and is neither a status of accreditation nor a guarantee that accreditation will be granted.

Role of the Professional Nurse

The Florida Nurse Practice Act and Nursing's professional organization (American Nurses' Association) define the practice of the Registered Nurse. The Registered Nurse is trained to provide basic Nursing care in a variety of inpatient and outpatient areas such as medical/surgical, obstetrics, pediatrics, and psychiatry. The Registered Nurse is qualified to provide first-line supervision of the Nursing care provided in designated areas such as a unit in a hospital, outpatient medical/surgical settings, doctor's offices, etc. The professional Nurse with an Associate Degree is considered to be a "generalist" (vs.

HCI Nursing Student Handbook

"specialist") in that s/he has been prepared to provide basic Nursing care that does not require additional education beyond that included in their original curriculum.

The Health Career Institute's Nursing Program is designed to prepare the student to fulfill the requirements of an entry-level professional Nurse. Applicants interested in obtaining a Nursing licensure preparation degree beyond the Associate Degree level (e.g. the BSN) are advised to consult with individual institutions regarding their specific degree requirements. Those who would like to pursue their Baccalaureate in Nursing Degree incrementally may obtain an Associate Degree in Nursing first, obtain licensure as a Registered Nurse after graduation, and then obtain their BSN in a degree-completion program.

Licensure to Practice as a Professional Nurse

The Health Career Institute's Nursing Program is designed to prepare students to practice as professional licensed Nurses in a variety of clinical settings. Upon successful completion of the Nursing Program, the graduate is qualified by the Florida Board of Nursing to sit for the Registered Nursing licensure examination, the NCLEX-RN (National Council Licensure Examination for Registered Nurses), as required by the Florida Nurse Practice Act. If the graduate passes this examination, s/he is then licensed as a Registered Nurse (RN) who may practice in the State of Florida. Because the examination is a national examination, the Nurse licensed in Florida may also, upon application, acquire licensure by endorsement in all of the other 49 states. It is important to point **out that national Nursing accreditation is not required for state Board of Nursing approved Nursing Programs to graduate students who may take the licensure examination; students who graduate from Health Career Institute's Nursing Program are eligible to sit for this examination by the Florida Board of Nursing.**

The State of Florida professional Nursing license (RN/Registered Nurse) is granted through the Board of Nursing at the following location:

Florida Department of Health Division of Medical Quality Assurance Florida Board of Nursing 4052 Bald Cypress Way, Bin #C02 Tallahassee, Florida 32399-3257 (850) 488-0595

Potential Denial of License and/or Acceptance into Nursing Program

State or National laws through designated agencies regulate health professions. Each agency sets the specific requirements for granting licensure or certification to practice as a health care provider. Most agencies have restrictions on granting licensure or

certification to an individual with a criminal record. Individuals who have been finally adjudicated and found guilty, or entered a plea of guilty or nolo contendere, in a criminal prosecution under the laws of any state or of the United States, for any offense involving moral turpitude, whether or not sentence is imposed, may be denied licensure or certification. Generally, agencies granting licensure or certification will not rule on individual cases until the individual is qualified by education and training to be licensed or certified. The Florida Nurse Practice Act (Chapter 464.018 [FS]) specifies acts that may constitute grounds for denial of a license. Because Nursing students are engaged in providing direct patient care over the course of their tenure in the Nursing Program, they are also accountable in this area. Accordingly, background screening by such agencies as law enforcement and the abuse registry will be required prior to entry into the Nursing courses; results consistent with the above requirements is necessary for students to participate in clinical experiences.

Conceptual Framework

Program Mission Statement

The Health Career Institute's Nursing Program educates students into the practice of Nursing in a way that reflects the best traditions and evidenced-based practice of the art and science of the Nursing profession. This is accomplished through the provision of a quality, broad-based education that emphasizes the worth of individual students, and the clients and community they serve. Achievement of this mission results in a sincere demonstration of caring that acknowledges and supports the unique diversity of each, while attending to and meeting the clients' most basic needs.

Embracing the concept and practice of professionalism is central to the practice of Nursing. The program strives to instill the desire and ability to think critically, work collaboratively with other health care professionals to advance the clients' interest and pursue a quest for life-long learning. Practical employment skills that emphasize the importance of a strong work ethic are emphasized throughout the curriculum.

Program Philosophy

The program provides an individualized educational experience for students and is respectful of previously-acquired knowledge and skills in the context of a structured program that adheres to state and accreditation requirements. The program addresses the needs of students, who represent a diverse ethnic, cultural, religious, and educational background. Students bring to the classroom different learning styles, personal goals, age representation, and life experience which create a dynamic learning environment.

This philosophy is achieved through a focus on the following four meta-paradigms of Nursing:

* The Person

Central to students' Nursing education is the person who is both the participant in and the recipient of care. These individuals are unique and possess biological, physical, psychological and social histories and are in a continuous process of evolving and changing. Integral to this process is the degree to which the individual is able to meet basic human needs and to successfully transfer the various stages of human growth and development. The individual's goal is to establish and maintain equilibrium or homeostasis through the use of learned coping mechanisms that may be internal or external. The person may be viewed as a system in constant interaction with other systems external to one's self. Inherent within each system are stressors that impact the individual; the response to these stressors is a significant indicator of overall health.

* The Person's Environment

The individual's environment consists of dynamic biophysical, psychosocial, cultural, and spiritual elements that interact in various ways to impact health. Changing environments may alter or affect that person's health by changing or removing unhealthy stressors and enhancing or providing health-promoting resources. The Program views the individual as inextricably linked to the larger systems of family, community, culture, and society. It is within this context that the program works to more fully understand the unique qualities, wants, and needs of the various individuals and populations served.

* Health

Health is a dynamic state which may be conceptualized on a wellness-illness continuum; within this ever-changing framework, health can be positively or negatively impacted by a variety of internal or external factors. It is the role of the nurse to meet the needs of the client by facilitating a return to an optimal degree of wellness.

Healing is the process through which illness is overcome and wellness reestablished as a result of goal-directed action through the effective use of personal, interpersonal, and environmental resources. The power of the mind-body continuum is integral to achievement of health for each individual.

* Nursing

Nursing is a caring profession that addresses the needs of the client to promote, restore, and maintain an optimal level of wellness. Nursing is based on a holistic framework that respects the biological, psychological, emotional, cultural, social and spiritual needs of the individual and family unit.

The Program adopts the American Nurses Association definition of Professional Nursing:

"Nursing is the protection, promotion, and optimization of health and abilities, prevention of illness and injury, alleviation of suffering through the diagnosis and treatment of human response, and advocacy in the care of individuals, families, communities, and populations".

(Nursing's Social Policy Statement, Fourth Edition, 2015, p. 6 & Nursing: Scope and Standards of Practice, 2015, p. 7)

Nursing Education

Nursing education is a lifelong path and requires Nurses to employ cognitive, psychomotor, and affective skills within the Nursing Process. Nursing education involves the facilitation of Nursing theory, skills and attitudes which promotes student responsibility and accountability with regard to academic development and the role of Registered Nurses.

Nursing education incorporates knowledge from the biological, physical, and social sciences as well as liberal arts and humanities.

Optimal learning for a diverse student body requires an environment that is nonthreatening and supportive, utilizing a variety of instructional modalities and including frequent feedback. Learning evolves from basic to advanced concepts and requires the active participation of both student and instructor. Faculty members are viewed as mentors, facilitators, catalysts, resource persons, and role models.

The clinical context for Nursing education occurs in a variety of settings, thereby expanding the depth of the student's knowledge and ability to function in multiple entrylevel roles. The program prepares students for licensure and practice as Registered Nurses and provides an opportunity for students to continue their education in Nursing to the baccalaureate or higher level.

Program effectiveness is evaluated on a continual basis by members of the academic community and local communities of interest.

Organizational Framework

As is evidenced in the program's philosophy, the program curriculum emphasizes understanding and respect for the individuality of each person. The organizational framework strategy employs and incorporates the Nursing Process.

Theoretical concepts that are critical to this organizational framework include:

- * Basic Human Needs
- * Core Human Values
- * Holism
- * Lifespan Development
- * Mind-Body Continuum

- * Stress and Adaptation
- * Systems
- * Wellness-Illness Continuum

Additionally, the program has identified specific organizing concepts or "threads" throughout the curriculum. These include, but are not limited to, the following:

- * Care Across the Life Span
- * Comfort
- * Communication, Nurse-Client Relationship
- * Critical Thinking
- * Culture, Ethnicity, Religion
- * Environment: Care Settings
- * Information Management
- * Legal and Ethical Aspects
- * Levels of Prevention: Primary; Secondary; Tertiary
- * Nursing Roles
- * Nutrition
- * Pharmacology
- * Roles and Relationships: Patient/Family
- * Safety
- * Teaching/Learning

Finally, the program is organized according to learning domains. Students will obtain the knowledge and develop intellectual skills (cognitive); students will develop the capacity to care for the whole individual (affective); and students will perform the skills required as a registered nurse (psychomotor).

The following table illustrates the correlation between the theoretical concepts, the learning domains described above and the curriculum threads, according to achievement of program goals.

Organizational Framework

Nursing Program Student Learning Outcomes									
Cognitive		Psychomotor			Affective				
Knowledge	Critical Thinking	Skills	Collaboration	Communication	Caring	Professionalism			
Demonstrates the mastery of the science of basic nursing practice Applies key theoretical concepts Recognizes the full scope of functional and dysfunctional health patterns	Applies of the nursing process to include assessment, diagnosis, outcome identification, planning, implementation, evaluation Utilizes the nursing process steps in a variety of situations	Demonstrates competent, safe, ethical and efficient nursing care Prioritizes care utilizing time management and organizational skills	Partners with clients, families, peers and other health care providers as colleagues Participates as an effective member of the team in inter- disciplinary & care planning	Models the use of therapeutic communication Demonstrates clear and effective written and verbal communication skills Recognizes non-verbal communication cues Adapts appropriate communication skills across the life span	Demonstrates compassion Recognition of diversity across the life span Promotes client self- determination and autonomy	Commits to: ANA Code of Ethics & Standards of Clinical Nursing Practice Florida Nurse Practice Act And all applicable regulatory agency requirements Commits to personal and professional growth			

Associate of Science Nursing Curriculum

Description

Health Career Institute's Associate of Science degree in Nursing prepares students to practice professional Nursing. Professional Nursing involves the performance of those acts requiring substantial specialized knowledge, judgment and Nursing skill based upon applied principles of biological, physical, psychological and social sciences. The Nursing practice of a professional nurse includes but is not limited to:

* Observation, assessment, Nursing diagnosis, planning, intervention and evaluation of care

- * Health teaching and counseling of individuals who may be ill, injured or ailing;
- * Promotion of wellness, maintenance of health, and prevention of illness in others;
- * Administration of treatments and medications as prescribed in accordance with standards of Nursing practice.

Program Goals Statement

The Nursing program's mission is further defined by the following goals:

* Students will acquire the knowledge and skill development to be competent care providers;

* Students will effectively communicate, using the written and spoken word accurately;

* Students will successfully collaborate with healthcare teams and clients to provide a comprehensive plan of care

* Students will utilize critical thinking skills to problem-solve situations

* Students will possess the necessary skills for obtaining entry-level employment as nurses.

Admissions Enrollment Process

Refer to page 10 of the Health Career Institute Catalog.

Nursing Curriculum

Nursing Course Enrollment

The Nursing core curriculum is designed in a sequential manner in that each Nursing Program course is either a co-requisite or prerequisite for the subsequent program course offered; therefore, successful completion of each course is a requirement for progression throughout the Nursing Program. To advance to successive Nursing courses, students must achieve a grade of "B" with a minimum 80% in each didactic course, earn a minimum score of 90% on the dosage calculation test required in each core course (two attempts only), "pass" each critical skill performance (two attempts only), and successfully "pass" each clinical component.

Students who do not meet these requirements will not be allowed to progress in the core curriculum. If the student wishes to repeat the course to continue his/her program of study, s/he must contact the Nursing Program Director who will determine the student's status of eligibility for continuance in the Program.

Refer to the Health Career Institute Catalog pages 54-58 for more detailed information.

Nursing Program Curriculum Changes

As the Nursing curriculum must reflect the changing nature of the Nursing profession, some restructuring of the Nursing curriculum will occur periodically. Due to this potential restructuring, students who withdraw or are dismissed from one class due to academic or clinical failure and who return to complete the program with another class are required to meet the graduation requirements of the current curriculum and abide by current programmatic policies and procedures.

Student Participation in Program Governance

The Nursing Program values input from students in developing and evaluating an effective Nursing education program that is responsive to its students, clinical agencies, prospective employers, the community, and professional standards and expectations. Students can provide input through completion of confidential surveys distributed at the end of each course and through participating as a representative to the student government organization and to program committees.

Curriculum Meetings

The purpose is to periodically review, monitor, and evaluate curriculum for achievement of program goals, objectives, assessments and to make recommendations for improvement. Faculty membership shall be representative of the academic programs based on the policies of the Nursing Program. The functions are to systematically

evaluate the curriculum in relation to professional accountability, standards of Nursing practice, accreditation criteria, and achievement of outcomes, review and/or recommend curricular revisions and present recommendations for action during faculty meetings and to report discussions/findings to the faculty.

Student Advisory Meetings

The HCI Nursing Program believes in the value of student input regarding planning policies and program operations in order to develop informed decisions that best serve students and program outcomes. Faculty and administrators of the school utilize student input from a variety of sources. The function of the Student Advisory Meetings is to provide input regarding student orientation, resources, policies, procedures, including proposed changes, discuss the "student experience" and offer suggestions to maximize program effectiveness and student satisfaction, provide input and promote involvement in special events such as student activities and graduation. Meetings will be held each semester and periodically as needed.

Programmatic Requirements

Throughout the Nursing curriculum, there are programmatic requirements that must be fulfilled by the student to pass the course and continue in the Nursing Program.

Dosage Calculation Tests

Successful completion of basic mathematics and metric conversions are required to accurately calculate medication dosages, IV flow rates, IV medication titrations, and routes for drug administration. Each Nursing course requires students to pass a dosage calculation test with a minimum score of 90% after two attempts. If the student does not pass the dosage calculation test with a minimum score of 90% after two attempts she/he may not pass the course, and therefore cannot continue in the program. The student may seek the approval of the Nursing Program Director to repeat the course.

Standardized Testing: Conclusion of Nursing Core Courses

Students are assessed in specialty content areas with ATI Proctored Exams. A student must achieve a Level 2 in order to demonstrate competency in these particular areas. Failure to achieve a Level 2 mandates remediation based upon these examinations. Refer to the ATI Nursing Program Policy.

Students are required to achieve a minimum score of 94% on the Predicted Probability of Passing NCLEX-RN category on the Comprehensive Predictor test. Students who score below a 94% on the Predicted Probability of Passing NCLEX-RN category on the Nursing Practicum course Comprehensive Predictor test will be permitted one re-take upon completing the two week remediation program. Failure to achieve a score of 94% for the

second time will result in repeating the Capstone component of the Preceptorship course and will delay graduation.

Program Demands

At this point, it is appropriate to emphasize the significance of effort required to succeed in the Nursing Program. One cannot overestimate the amount of time and energy that is required of the Nursing student. Each Nursing course requires considerable effort outside of the classroom, skills laboratory, and clinical schedules. Substantial technical reading assignments, weekly writing, research assignments of a lengthy and complex nature, and Nursing skills practice easily double and even triple the time commitment required during scheduled classes. Individuals must carefully evaluate their motivation and ability to commit to this schedule for a period of almost two years, particularly after the Nursing courses begin. Due to predictable and occasionally unpredictable shifts in class and clinical scheduling (including some early morning and late evening hours), consistent, reliable arrangements for meeting home and outside employment obligations must be established and maintained throughout the period of enrollment to support the students' success in the Nursing Program. Health Career Institute and the Nursing Program are likewise committed to supporting each individual Nursing student's success by offering a quality education and an array of practical tools that can assist students in acquiring the values, knowledge, and skills that are necessary for practice as a professional nurse.

Nursing Core Course Repeat Policy

If a student fails a core course or receives an unsatisfactory grade of "B" with less than an 80%, or is unable to meet the requirements for advancement in the Nursing core component of the program the student will not be permitted to continue in the Nursing Program. Should the student wish to repeat the course in which they received an unsatisfactory grade a meeting with the Program Director must first occur to determine the student's eligibility status.

* Depending on the length of time a student is out of the program, there could be a recommendation made by the Program Director, to have the student audit previous course(s) in an attempt to re-establish lost skills or successfully complete a skills competency examination.

* A student may only **repeat the same core course once**. If the student fails the same course a second time, the student will be dismissed from the program.

* A student can repeat two different core courses; however if a third failure occurs within the major courses, the student will be dismissed from the program and will no longer be eligible for the Nursing Program.

* Repeat of courses may not be covered by Financial Aid.

Pre-Clinical Nursing Core Requirements

At the beginning of the Fundamentals course and prior to entering the clinical setting, students will be *required* to provide evidence of the following:

1. A physical examination, completed 4-6 weeks prior to the start of Fundamentals: the practitioner who completes this examination must attest to the individual's ability and readiness for work in a professional capacity as a nurse (physically, mentally, emotionally; "Essential Functions for Coursework")

2. A negative TB test and/or chest x-ray when indicated (chest x-ray required every other year with positive TB test)

3. Current immunizations, affirming currency of immunizations by titers

4. CPR (healthcare provider) certification

5. Background screening (Level I or Level II), by Castlebranch: results must conform to the requirements set forth by the Florida Board of Nursing; results must be sent directly to the Institute

6. Drug screening, by Castlebranch: results must be sent directly to the Institute

7. Evidence of annual renewal of TB tests are required at the designated interval after the individual has started in the Nursing Program.

A packet of forms will be provided by the Nursing Program Director and must **ALL** be completed/signed prior to entering NUR1023 Nursing I.

Prior to starting clinical instruction in Nursing courses, students will be required to attend/participate in healthcare institution orientation sessions, which may include computer instruction. These sessions are scheduled at the discretion of the institution.

Criminal Background Check and Drug Screening Policy

Students will be subject to criminal background checks and drug screenings prior to enrollment in the clinical sites and/or at any time throughout the duration of the program as per the request from the program's clinical affiliates. The Nursing Program requires students to perform clinical rotations for hands-on training. It is at the discretion of each medical facility with which the program has a clinical affiliation agreement to implement a standard protocol regarding student admittance for educational purposes. Students should be prepared to abide by set protocols and incur any associated fees that may arise in the safety screening process to which the program's clinical affiliates adhere.

Criminal Background Check

An initial criminal background check will be required prior to enrollment in the Nursing Program. Once the student has been accepted into the program, should the student become involved in criminal activity in which the initial criminal background clearance status becomes compromised, the student may be withdrawn from the program.

The Institute reserves the right to deny an application to or continuance in the Nursing Program based on the following criteria:

An applicant who has pled guilty, or has pled nolo contendere (no contest) to an offense which is classified as a misdemeanor or felony which is directly or indirectly related to patient care or public health. Crimes which may directly or indirectly relate to patient care or public health include, but are not limited to: murder, attempted murder, manslaughter, rape, sexual assault, violence or threat of violence, driving while intoxicated or impaired, controlled substance abuse, and fraudulently altering medical documentation, insurance claims, and medical prescriptions.

Drug Screening

Students will be subject to drug screening prior to and during their clinical education experience. The first drug screen will be completed no sooner than one week prior to beginning NUR1023, Nursing I, unless otherwise required by clinical affiliates. Subsequent unannounced drug screenings will be required for all students later in the program. Additionally, drug screening will be required on reentry to the core following a schedule gap. Individual clinical affiliates reserve the right to ask for additional screening before permitting students to begin clinical assignments. The Institute will provide a list of acceptable facilities that provide this service. All associated fees are the responsibility of the student. Failure to comply with required screenings in a timely fashion or a positive drug screen report will result in termination from the program, unless otherwise determined for good cause by the Nursing Program Director.

Exposure to Blood Borne Pathogens & Communicable Diseases

The Nursing Program has developed a policy to limit the student's occupational exposure to blood and other potentially infectious materials since any exposure could result in the risk of transmission of these materials.

- Training: Basic information regarding blood borne pathogens and standard precautions will be provided to all students in the program.
- Exposure associated tasks for Nursing students during the clinical practicum:
- Patient hygiene/elimination
- Vascular access
- Environmental/equipment cleaning
- Specimen collection
- Specimen transport
- Waste/linens management
- Standard precautions to prevent the acquisition of infection by the student:
- Hands must be washed between every direct patient contact
- Non sterile gloves must be used if contact with blood, body fluid, secretion or excretion is anticipated.

- Gown and facial protection must be worn when doing procedures which may cause splatter & aerosolization of body fluids.
- Disposable needles & syringes should be placed in rigid puncture resistant containers. To prevent needle stick injuries, needles should not be recapped, bent or broken before disposal.
- Incident reporting: Should an exposure incident occur during a student's clinical rotation, the student should immediately inform the supervisor at the site and the Clinical Coordinator within 24 hours of occurrence. Appropriate action and follow up will be initiated immediately by the Program Director upon receipt of a written incident report.

Exposure Incident Policy

Occupational Exposure is defined as a skin, eye, mucous membrane, or parenteral contact (i.e., needle stick) with blood or other potentially infectious materials that may result from the performance of an employee's/student duties.

Reporting

* Students with an exposure incident are to report immediately to their Instructor or Site Supervisor at the clinical site.

* Students on clinical assignments will also be required to report the incident to the Clinical Coordinator.

Medical Care

* The student will be advised to seek medical attention within 24 hours of the incident.

* The student should see a primary physician and have the necessary testing, evaluation and follow-up performed. If the student does not have a primary physician available, the Clinical Coordinator will direct the student to a medical facility where testing, evaluation and follow-up can be done.

* During the student's visit with the physician, a baseline blood sample may be collected immediately following the incident with subsequent periodic samples taken at a later date. The results of the student's blood test are confidential and will be known only to the contacting physician and the exposed student.

* Counseling and other features of post exposure evaluation may be offered whether or not the student elects to have baseline HIV/HBV/HCV serological testing.

Hepatitis B Immunization Policy

Hepatitis B Information

Hepatitis B is a serious disease caused by a virus that attacks the liver. The hepatitis B virus may cause lifelong infection, cirrhosis (scarring) of the liver, liver cancer, liver failure, and death. Workers who have direct contact with human or primate blood and blood products are at risk for exposure to hepatitis B virus.

Hepatitis B Vaccine

Hepatitis B vaccine provides immunization against all hepatitis B, but not against hepatitis A or C. The vaccine utilizes the non-infectious portion of the B virus and is produced in yeast cells. It is produced without the use of human blood or blood products.

A full course of immunization requires three doses of the vaccine to be given at specific intervals over a 6-month period. Most healthy people who receive the full course will develop a protective antibody against hepatitis B virus. The duration of protection of hepatitis B vaccine is unknown at this time. However post-vaccination antibody testing can detect this and one additional series of hepatitis B vaccination can sometimes generate immunity.

Due to the potential occupational exposure to blood or other potentially infectious materials, students may be at risk of acquiring a hepatitis B virus (HBV) infection. The Nursing team highly recommends that all students undergo hepatitis B vaccination; however this is not a requirement for the program.

By law, employers are required to offer at-risk employees the hepatitis B vaccines free of charge.

Medical Record Confidentiality Policy

Students must maintain the confidentiality of all patient medical records and information they come in contact with at a clinical education site or at the HCI as part of their educational process.

* The student must follow all state and federal statutes and regulations regarding patient medical record and medical information.

* The student must follow the clinical education site's policies and procedures regarding patient medical records and medical information.

* When a student must use a patient's medical information the student must use it properly and in the correct setting.

* The student must not disclose any of a patient's medical record information to a nonhealth care provider. The health care provider must be medically involved with the patient for the student to provide the patient's medical record information. * Failure of the student to follow state and federal statutes and regulations and improperly using confidential patient medical record information may cause the student to be withdrawn from the Nursing Program.

Pregnancy Policy

The student may voluntarily notify the Program Director of her pregnancy. This notification should be in writing and include the following information:

* Student's name

* Expected date of birth

Should the student choose to voluntarily declare her pregnancy and remain in the program, the student will continue to complete all programmatic requirements **without** modification.

The student has the option to continue in the program without modification or request a leave of absence per the Institute's policy. The request will be granted with proper documentation. Upon completion of the leave, the student may choose to be reinstated in the program as outlined in the policy. The student may be reinstated by making an appointment with the Director of Nursing or designee.

Nursing Program Costs

Financial Aid

Information regarding scholarships, grants, and loans are available through the U.S Department of Education. The following web sites are also excellent resources for researching financial aid availability: www.discovernursing.com; www.nln.org (National League for Nursing); www.nsna.org (National Student Nurses' Association); www.ana.org (American Nurses Association); www.aacn.nche.edu (American Association of Colleges of Nursing).

Uniforms, Texts, Supplies and Special Fees

Students are required to purchase Health Career Institute uniforms and lab coats. Textbooks are the responsibility of the student and the current booklist is available with the registrar and with each course syllabus. Students are required to furnish their own personal school supplies as well as equipment required for clinical practice including a stethoscope, a watch with a second hand with clearly-visible numbers, bandage scissors, and a scratch pad. Students are advised to label their stethoscopes and scissors and any other personal supplies that they might use in the clinical setting.

Other Nursing Program Expenses

Students accepted into the Nursing Program are responsible for any and all incurred clinical education expenses such as travel, food, etc. Other expenses include, but may not be limited to, the cost of a physical examination, any required immunizations, CPR certification, FDLE/background checks, and standardized examinations. Pinning includes the cost of the Nursing cap and cap holder (optional), white uniform, individual photographs (optional), and invitations (extra optional). The NCLEX-RN examination is approximately \$405, which includes Florida Board of Nursing and PearsonVue fees.

Standards of Appearance

Proper professional dress and appearance are required. Students are required to wear their HCI Nursing Program scrubs and badges for ALL Nursing classroom, skills laboratory, and clinical experiences.

Uniforms

The following rules pertain to scrub uniforms:

- Clean, well-maintained and pressed
- Appropriately-fitted (not too-tight or too-loose); fit must be conservative so as not to be revealing in nature
- Cannot be altered in appearance other than approved HCI embroidered logo
- Cannot be worn outside of HCI Nursing experiences
- An optional white scrub jacket may be worn over the scrub uniform
- An optional white, long or short-sleeved t-shirt may be worn underneath the scrub top. No sportswear or jackets with hoodies are allowed.
- Uniforms that appear worn, dingy, stained or torn must be replaced at the student's expense.
- Undergarments must be worn and not be readily visible/extending beyond the scrub top with the exception of a small area at the neck of the garment
- If scrub pants are too long, they must be altered so that the hem falls at shoe level but does not touch the floor (no folding or cuffs are permitted).

** Must wear HCI Nursing Program badge and/or facility-specific badge at all times; badge is worn over the chest pocket.

Laboratory Coats

The following rules pertain to laboratory coats:

- 1. Clean, well-maintained, and pressed
- 2. Appropriately-fitted
- 3. Cannot be altered in appearance

- 4. Must be worn whenever entering the clinical setting for clinical preparation
- 5. Cannot be worn outside of HCI Nursing experiences
- 6. Must be removed prior to administering patient care
- 7. HCI name badge must be worn over the left breast pocket

Shoes

The following rules pertain to shoes worn with uniforms:

1. White leather/vinyl

- 2. Free of visible lettering (all-white)
- 3. Comfortable but snugly-fitted (preferably with ties)
- 4. Full-coverage (no sling-backs, no clogs), closed-toe
- 5. Clean (including ties); well-maintained/in good repair
- 6. Socks must be clean, white and cover the entire foot and ankle area

Overall Appearance

- 1. Good hygiene and grooming; free of body odor and perfumes/colognes; overall body appearance must be commensurate with a professional presentation
- 2. Trimmed hair, beard, moustache, sideburns (some clinical affiliates may not allow facial hair)
- 3. No visible tattoos; tattoos that may be visible must be covered
- 4. Body piercing: One small stud permitted per ear lobe (no larger than ¼"); no other visible piercings are allowed (no hoops or dangling earrings). This includes all facial piercings including but not limited to but is not limited to tongue, nose, eyebrow, ear cartilage or other visible piercings.
- 5. Jewelry: wedding/commitment bands only; dangling earrings are not permitted; single, simple necklace is permissible as long as it does not extend over uniform (certain jewelry may not be permitted in certain clinical sites such as mental health)

6. Nails: short (not beyond tip of finger); <u>clear, unchipped, uncolored nail</u> polish; no nail décor/jewelry, artificial or acrylic nails

- 7. Hair: Must be clean, neat, trimmed, off the collar, away from the face and secured (must not fall forward when bending over); securing devices must be simple/nonornamental, preferably matching the hair color or white. No caps, headbands, bows, scarves or bandanas. Due to the professional nature of the Nursing profession, hair color that occurs in nature and a conservative cut and style is required.
- 8. Make-up: Mascara, eyeliner, lipstick, foundation, and eye shadow are acceptable if applied **conservatively**. **No artificial eyelashes are permitted.**

- 9. Gum chewing is inappropriate, unprofessional and is not permitted at any time while in uniform.
- 10. *Smoking is not permitted at any time while in uniform*. Students who are smokers will be required to practice meticulous hand hygiene prior to client contact.
- 11. Some agencies may require their own identification badges in addition to the one issued by the school. ID badge must be visible at all times.
- 12. Lanyard (necklace) badge holders are not permitted in order to ensure the safety of the student.
- 13. Students who must wear a head covering and/or long sleeves due to religious preference are to do the following:
- 14. Tuck the head covering into the neck of their scrub top.

Note: Faculty reserves the right to determine that an individual student's appearance may be inappropriate; accordingly, inappropriate attire may result in that student being dismissed from the clinical or academic setting.

Communication

Nursing Program Bulletin Board

Please check the Nursing Program bulletin board located in the hallway across the Library (Suite 101) on a regular basis for official announcements, updates, and job opportunities.

Announcements

Evolve, Connect, ATI and Engrade will be utilized by faculty for submitting grades, resources and communicating with students. It is the responsibility of the student to review daily.

Student/Faculty Communication

Students are encouraged to take all curriculum related questions and concerns to the appropriate faculty member. However, before and after class, instructors are often engaged in activities related to the learning activities of the day and may not be able to provide sufficient attention to address individual academic concerns. Faculty e-mail address and office hours are indicated on course syllabi and posted on the Nursing Program bulletin board across the Library. It is recommended that students make appointments with faculty for individual academic issues in order to ensure appropriate attention can be provided to the student.

Please keep basic etiquette rules in mind when sending e-mail. Follow the specific instructor's directions regarding subject lines and attachments. Do not use "texting" abbreviations. Do not use all CAPITAL LETTERS. This can be interpreted as yelling. Check your spelling. Be courteous, and avoid offensive language.

Program Schedule Outline

Semester 1	NUR2000 & NUR2140
Semester 2	NUR1023
Semester 3	NUR1213
Semester 4	NUR2261
Semester 5	NUR2943 & NUR2520

Nursing Classroom and Skills Laboratory Experiences

Class and Skills Laboratory Schedule

Students entering the Nursing Core curriculum can expect classroom and skills laboratory schedules to occur throughout the week. The specific days that are utilized are determined in part by the days the clinical sites are available and by the coordination of campus resources and scheduled learning activities. Additional class time or laboratory time may be scheduled during the week for practice skills sessions, tutoring, and retention and critical thinking exercises.

The focus of skills laboratory sessions varies with didactic/classroom content; for example, a review of "urinary elimination" is the context for skills laboratory learning experiences relating to Nursing skills such as urinary catheterization. To maximize the potential for student learning in the classroom and skills laboratory sessions, maintaining flexibility in the sequencing of teaching/learning activities in these two areas increases the likelihood that the student will be able to more readily apply newly-acquired knowledge. In any given day that students are in class, they may shift between didactic/discussion and Nursing skills practice several times.

Scheduling of Clinical Assignments

The scheduling of students' clinical experiences is a complex process involving the needs/requirements of the clinical sites, utilization by competing academic programs and coordination of classroom and skills laboratory assignments amongst all Nursing classes at the Institute. The Nursing Program will continually strive to provide students with advance notice of a clinical schedule change. However, due to external factors students should be prepared to accommodate changes in their clinical affiliation assignments, including days of the week, and times of day.

Clinical Shifts

The time that the student spends in the clinical setting varies with the course. Because of the importance of clinical education, students are expected to be present for **all** scheduled experiences. Clinical absences must be excused and may only occur twice a semester. More than two clinical absences will result in course failure. Excused missed clinical hours are the responsibility of the student and must be made up as the scheduling allows.

Tardiness to the clinical sites will not be tolerated and attendance is the same standard as the classroom.

Pre-Clinical Preparation

In most clinical courses, students are required to complete pre-clinical preparation prior to the scheduled clinical experience. Students who are not prepared for their clinical experience will not be permitted to provide patient care and will forfeit the time allotted of clinical experience for the day.

Clinical Nursing Education

Clinical education is an essential component of the curriculum of the Nursing Program. The Program affiliates with a variety of clinical sites in locations that are generally within a radius of approximately 60 miles of the campus, however, some affiliates may be located outside this area.

Philosophy of Nursing Program Clinical Site Selection

Clinical Experience Selection as Related to Continuum of Nursing Care Requirements:

The Nursing curriculum is designed to support students' clinical learning through the application of a continuum concept of Nursing care. Initially students begin in a care setting where patients' Nursing care needs are somewhat basic in nature. With each subsequent course, the intensity and complexity of patients' care needs gradually increase culminating in the provision of care for individuals whose Nursing care requirements are more acute and complex.

Clinical Experience Selection as Related to Primary, Secondary, Tertiary Care Settings

Beginning assignments may be in long term care settings where patients with chronic, stable conditions require assistance with activities of daily living. Students' next experience may be in settings where patients have conditions of an acute nature that require somewhat routine medical or surgical intervention; a small, community hospital may be utilized at this time. Finally, students' clinical experiences will involve the care of individuals whose Nursing care requirements are more complex; typically, this setting will be a large hospital and/or a step-down (from intensive care) unit in a smaller hospital. Ultimately, the determination of specific sites for clinical assignments is subject to availability of clinical resources in the community.

Faculty Supervision of Nursing Students During Clinical Experiences

Nursing students must be directly supervised at all times in the clinical area by HCI Nursing faculty.

The following policies shall be followed:

1. The number of program faculty members shall not exceed one faculty member directly supervising every 12 students.

2. For a hospital setting, indirect supervision may occur only if there is direct supervision by an assigned clinical preceptor, a supervising program faculty member is available by telephone, and such arrangement is approved by the clinical facility.

3. For community-based clinical experiences that involve student participation in invasive or complex nursing activities, students must be directly supervised by a program faculty member or clinical preceptor and such arrangement must be approved by the community-based clinical facility.

4. For community-based clinical experiences not subject to subparagraph 3., indirect supervision may occur only when a supervising program faculty member is available to the student by telephone.

All approved clinical preceptors supervising students in the Associate of Science in Nursing program must be a registered nurse or, if supervising students in a practical nursing education program, be a registered nurse or licensed practical nurse.

Clinical Experience Variability by Site, Faculty, Assigned Student Group

Students are exposed to many of the area's major healthcare organizations during clinical experiences throughout their tenure in the Nursing Program. This practice is advantageous to the individual student, the healthcare agencies in the community, and the Nursing Program. By learning how to provide Nursing care in a variety of healthcare settings that possess different cultures, models of Nursing practice, and patient populations, the depth and breadth of students' knowledge and ability to adapt are enhanced. Community healthcare organizations benefit directly by the Nursing care contributions of students and faculty; indirectly, recruitment of new graduates may be supported. Through maintaining and utilizing a broad spectrum of clinical affiliations, knowledge of prevailing Nursing practice in the context of the healthcare community is expanded and relationships with Nursing leaders are strengthened.

Clinical Experience Variability by Nursing Faculty

Students' learning is enriched when guided by various Nursing faculty within the faculty organization. While a small faculty team is responsible for maintaining consistency and continuity between classroom and clinical instruction, Nursing instructors model and demonstrate Nursing practice from a perspective that is uniquely their own, based in years of knowledge and experience as professional Nurses. By increasing students' exposure to the many facets of professional Nursing practice and mentors, they are supported in their acquisition/development of Nursing skills and in visualizing professional possibilities for future career direction.

Clinical Experience Variability by Peer/Student Group

Finally, the value of learning that can result from positive interactions with fellow students cannot be overstated. Over the course of students' tenure in the Nursing Program, bonds between individuals and/or groups of students are inevitable. These relationships can be especially powerful in supporting students' adaptation to the many stresses associated with being a Nursing student, particularly when they have other important roles in life to fulfill. If at some point, students find themselves similarly limiting their engagements with fellow students during learning experiences on a consistent basis, however, they are encouraged to take the initiative in seeking out opportunities for collaboration with other students.

Selection of Clinical Sites

Clinical sites are carefully selected by the Nursing Program in accordance with curriculum requirements, quality of the care environment (and appropriate licensure/accreditation of the agency), appropriateness of the professional Nursing care delivery model, and adequacy of available openings for Nursing students.

Student Assignment to Clinical Groups

In most clinical Nursing classes, there are at least two clinical groups to which students are assigned. In general, each clinical group is supervised by one Nursing instructor. In the first two clinical Nursing courses, Nursing I and Nursing II, students generally remain with a single instructor throughout the period of the course. Other clinical Nursing courses may require students to rotate through experiences such as pediatrics with one instructor and obstetrics with another instructor.

Because of the small number of clinical groups in each class and the need to equalize and limit the size of clinical groups required by the affiliates and/or necessitated by unit/patient characteristics, students are usually assigned to a group by faculty. Over the length of the Nursing Program, students' geographic proximity to clinical sites cannot be a significant consideration due to the small number of clinical groups and the reality that most students will have to travel to clinical sites that are not always close to home due to specialty site requirements, available sites, etc. Acknowledging the gains that can be realized by exposing students to variable clinical experiences, how individual students are assigned to clinical sites thus becomes a reflection of this belief. When possible, assignment to healthcare facilities and/or patient care units that the student had not been assigned to previously is preferred.

Clinical/Skills Laboratory Performance

Students must pass all critical skills performed in the skills laboratory in order to advance to the next Nursing core course. They will be provided an additional opportunity to pass the skill if they are not successful on the first try.

In the clinical setting, students must perform all Nursing skills competently in accordance with the facility and HCI Nursing Program policy. If a student does not perform a skill satisfactorily, s/he may be required to successfully complete the skill in the skills laboratory thereafter. **Students who exhibit any actual or potentially unsafe behavior in the clinical setting may receive consequences** such as: removal from the clinical setting; placement on probation; completion of skills laboratory practice and testing; course failure; and/or dismissal from the Nursing Program. Unsafe practices resulting in clinical incidents will also require that the student complete institutional and the HCI Nursing Program documentation related to the event and other activities required by the institution and the Program. Students who are deemed unprepared for clinical experiences may be prohibited from patient contact and will forfeit the clinical day.

Academic Progression/Promotion

Students must satisfy the requirements of each course, including didactic, laboratory, and clinical achievement, to progress in the Nursing Program.

Academic Performance Nursing Core Courses

To advance in the Nursing core component of the program students are required to:

- 1. Earn a minimum grade of "B" with an 80% in each didactic course
- 2. Earn a minimum score of 90% on the dosage calculation test required in each core course (2 attempts only)
- 3. Pass each critical skills performance for each core course (2 attempts only)
- 4. Pass each clinical component of the program

Grading System

HCI Grading System

Student performance is recorded in grades as follows:

- A = 90-100
- B = 80-89
- F = 0-79
- I = Incomplete
- T = Transfer
- AU = Audit
- P = Pass *(For designated courses only. See Course Descriptions below))
- NC= No Credit
- R = Re-Take
- Z = CLEP
- W = Withdrawn
- WA = Withdrawn For Unsatisfactory Student Progress Meeting Programmatic Criteria
- WX = Withdrawn For Excessive Absences

Nursing Program Grading System for Laboratory, Simulation, or Clinical Component

- S (Pass) = Satisfactory
- U (Fail) = Unsatisfactory

Out-of-Class Work

Out-of-class work is an essential part of every program of study. Out-of-class work enables students to master course learning objectives and leads to the achievement of overall program objectives. Out-of-class work refers to self-directed learning activities such as reading assignments, research activities and projects, Online Practice tests, remediation, case studies, quizzes, assignments (papers and essays), knowledge checks, and self-assessments, etc.

Grading Policy

Each student's work is to be evaluated individually. Evaluation of student achievement and all Nursing and science prerequisite courses are calculated using only measurable academic assignments identified in the syllabus and directly related to course objectives.

No points are assigned for non-academic or unplanned activities such as attendance, participation, bonus points, or extra credit. All grades, including the final grade will be calculated to the tenth place value. Student achievement of all course objectives is measured by assessments as presented in the grading rubric or conversion score (i.e., exams, specialty exams, laboratory/simulation/clinical evaluations, and other assignments. etc.). Pass or Fail will be assigned to three domains (laboratory, simulation, and clinicals).

All Nursing courses with a combination of theory, laboratory, simulation, and clinicals will each require a passing grade (minimum of 80%) and "P" (Pass) as satisfactory evaluation

to pass the course, which means earning 80% of the set of criteria and/or standards being assessed and evaluated.

Grade Appeal Procedures

Please refer to the HCI Catalog Grade Appeal Procedures page 23

Satisfactory Academic Progress

Please refer to the HCI Catalog Satisfactory Academic Progress Policy page 25.

Missed/Late Assignments

Students are expected to submit required homework/assignment on specified due dates. Any coursework not submitted on the due date is late and receive a **10% reduction per late day up to day 5 at which time a zero is recorded**.

Missed/Make-up Exam

There are no missed or make-up examinations in general. However, for extenuating circumstance an alternate format make-up exam may be given at the discretion of the Program Director with verifiable documents to support an excused absence.

Arrangements will be made to take an alternate exam. Make-up exam will test the same content area but MUST include different questions, or a different format of questions (e.g., fill-in-the-blank, short-answer, case studies, Nursing care plans, etc.). Make-up exam grade may have 10% deduction.

Academic Advisement

The Nursing faculty believes in multiple methods of teaching and learning styles to maximize the learning of our students. Classroom instruction, simulation, blended content delivery and clinical placements are some of the methods used.

Students with a grade below 80% must meet with their instructor to discuss an academic success plan. A student who receives a test score of less than 80% is required to make an appointment with the faculty or clinical instructor to review the student's status, study habits, and to plan improvements. It is imperative to communicate with faculty at various stages throughout the semester. Frequent monitoring of grades is the responsibility of the student and should not be neglected until the end of the semester.

It is the student's responsibility to notify faculty if they would like to make tutoring arrangements.

Graduation Ceremony

Graduation

HCI graduation ceremonies are held bi-annually. This event is attended by all faculty and staff and graduates from all academic programs; Nursing students are strongly encouraged to participate in this event sharing their accomplishment with fellow graduates, Nursing and general education faculty and staff who have been a part of the graduates' lives during their academic experience, and their families and friends who have supported them throughout their student careers.

Pinning

The Nursing Pinning Ceremony marks the student's completion of the Nursing Program and entry into the profession of Nursing. Pinning is a tradition steeped in Nursing history of the past over 150 years, including the lighting of the Florence Nightingale Lamp and recitation of the Florence Nightingale Pledge. The official HCI Nursing pin is awarded to each graduate.

NCLEX-RN: Registered Nursing Licensure Examination

Upon graduation from the Nursing Program, Nursing graduates become eligible to sit for the NCLEX-RN after the Florida Board of Nursing receives the official list of graduates from the Nursing Program Director; applications are not processed until this list is received by the Board of Nursing. Instructions regarding "Application for Licensure by Examination" are reviewed with students prior to graduation; the application is also available at the Florida Board of Nursing web site.

Academic Policies

Student Conduct Policies: Academic Honesty and Professional Behavior

The Institute can best function and accomplish its mission in an atmosphere of high ethical standards. As such, the Institute expects students to observe all accepted principles of academic honesty. Academic honesty in the advancement of knowledge requires that students respect the integrity of one another's work and recognize the importance of acknowledging and safeguarding the validity of intellectual property. Students are expected to maintain complete honesty and integrity in all academic work attempted while enrolled at the Institute. Academic dishonesty is a <u>serious</u> violation of the trust upon which an academic community depends. There are different forms of academic dishonesty including, but not limited to, the following:

Acquiring or Providing Information Dishonestly

Using unauthorized notes or other study aids during an examination; using unauthorized technology during an examination; improper storage of prohibited notes, course materials and study aids during an exam such that they are accessible or possible to view including, but not limited to, cell phones, laptops, tablets, etc.; looking at other students' work during an exam or in an assignment where collaboration is not allowed; attempting to communicate with other students in order to get help during an exam or in an assignment

where collaboration is not allowed; obtaining an examination prior to its administration; altering graded work and submitting it for re-grading; allowing another person to do one's work and submitting it as one's own; or undertaking any activity intended to obtain an unfair advantage over other students.

Plagiarism

The deliberate or unintentional use of another's words or ideas without proper citation for which the student claims authorship. It is a policy of HCl that students assume responsibility for maintaining honesty in all work submitted for credit and in any other work designated by an instructor of a course. Students may not submit the same work completed for one course in any other course, earning credit for the same work each time. Plagiarism, because it is a form of theft and dishonesty that interferes with the goals of education, must carry severe penalties. The penalties are as follows:

Partially plagiarized assignments

- The first occurrence of a student turning in an assignment containing plagiarized material results in an automatic "F" for that assignment.
- The second occurrence of a student turning in an assignment containing plagiarized material results in an automatic "F" for the course.
- The third occurrence of a student turning in an assignment containing plagiarized material results in an automatic dismissal from the Institute.

Entirely plagiarized assignments

- The first occurrence of a student turning in an entire plagiarized assignment results in an automatic "F" for the course.
- The second occurrence of a student turning in an entire plagiarized assignment results in an automatic dismissal from the Institute.

On written papers for which the student employs information gathered from books, articles, electronic, or oral sources, each direct quotation, as well as ideas and facts that are not generally known to the public at large, or the form, structure, or style of a secondary source must be attributed to its author by means of the appropriate citation procedure. Only widely known facts and first-hand thoughts and observations original to the student do not require citations. Citations may be made in footnotes or within the body of the text. Plagiarism also consists of passing off as one's own, segments or the total of another's work.

At HCI, references are cited in accordance with the American Psychological Association (APA) approved format. Guidelines for the appropriate use of this format for citing references are included in the appendices of this Handbook and assignments may be used by the HCI to assist in future education by students.

Conspiracy

Agreeing with one or more persons to commit any act of academic dishonesty.

Fabrication of Information

Falsifying or inventing any information, citation, or data; using improper methods of collecting or generating data and presenting them as legitimate; misrepresenting oneself or one's status in the Institute; perpetrating hoaxes unbecoming to students in good standing or potentially damaging to the Institute's reputation or that of the members of its academic community of students and scholars.

Multiple Submissions

Submitting the same work for credit in two different courses without the instructor's permission.

Facilitating Academic Dishonesty

Aiding another person in an act that violates the standards of academic honesty; allowing other students to look at one's own work during an exam or in an assignment where collaboration is not allowed; providing information, material, or assistance to another person knowing that it may be used in violation of course, departmental, or HCI academic honesty policies; providing false information in connection with any academic honesty inquiry.

Abuse or Denying Others Access to Information or Resource Materials

Any act that maliciously hinders the use of or access to library or course materials; the removing of pages from books or journals or reserve materials; the removal of books from libraries without formally checking out the items; the intentional hiding of library materials; the refusal to return reserve readings to the library; or obstructing or interfering with another student's academic work. All of these acts are dishonest and harmful to the community.

Falsifying Records and Official Documents

Forging signatures or falsifying information on official academic documents such as drop/add forms, incomplete forms, petitions, letters of permission, or any other official HCI document.

Clinical Misconduct

Dishonesty in the clinical setting includes, but is not limited to: misrepresenting completion of clinical hours or assignments; falsification of patient records; fabrication of patient experiences; failure to report omission of, or error in, assessments, treatments or medications; and appropriation/stealing of facility, client, staff, visitor and/or student property.

Disclosure of Confidential Information

A high, responsible standard of conduct and professionalism is expected from each student. Students are personally accountable for the way in which patient information and other confidential information in clinical facilities is utilized. **Confidential** information is never to be discussed with anyone other than those directly involved in the care of the patient or in the legitimate use of other confidential agency information. Those having access to patient, salary, or associate information should never browse such information out of "curiosity." It is to be used and accessed only for legitimate, clinical/learning purposes.

A breach in confidentiality which involves discussing and/or releasing confidential patient or facility information, or obtaining unauthorized system access, will lead to disciplinary action from HCI.

Each student must seriously evaluate his/her daily use of confidential patient or facility information to assure its proper use. When in doubt, students should seek clarification or direction from their immediate supervisor.

Sanctions for Violating the Academic Honesty Policy

After determining that the student has violated the Academic Honesty Policy, the instructor may impose one of the following sanctions (please note: separate sanctions apply to Plagiarism as described above):

1. The first occurrence of academic dishonesty will result in a grade of "F" for the assignment or examination.

2. The second occurrence of academic dishonesty will result in a grade of "F" for the course.

3. The third occurrence of academic dishonesty will result in dismissal from the HCI.

All progressive disciplinary measures described above are cumulative throughout the program and not limited to occurrences within a specific course or term. Students who have been dismissed will not be allowed to return.

Health Career Institute believes strongly that each student against whom the Institute is forced to take action, has a right to procedural due process where the student has notice and an opportunity to be heard. If the administration has to take disciplinary measures against a student or other action related to the student, the student may appeal the decision to HCI Academic Administration. The procedures for the grievance are found in the HCI catalog.

Professional Behavior Policy

HCI has established a set of professional behaviors which will help students develop their knowledge and skills for entry-level positions in their fields.

* Adhere to HCI policies and procedures as outlined in the HCI catalog.

* Adhere to program policies and procedures as outlined in the program student handbook.

* Adhere to policies and procedures of the clinical education site where assigned.

* Arrive to class and clinical sites on time; punctuality is a demonstration of professional behavior.

* Demonstrate responsibility and accountability in all aspects of the educational process.

* Demonstrate appropriate communication, interaction and behavior toward other students, faculty and clinical staff.

* Respect the learning environment regarding visitors. Visitors may not attend class or the clinical education site. This includes children, spouses, parents, friends, animals or any other visitor.

If a student demonstrates inappropriate professional behavior, the student may receive a written behavior warning or be placed on probation depending on the severity of the action (see Behavior Probation Statement). The program reserves the right to withdraw the student at any time if the inappropriate behavior is judged extreme as determined by the program director and dean of academic affairs.

Behavior Probation Statement

Students who do not maintain satisfactory behavior, both academically and clinically, may be placed on probation. The term of probation will become effective in the semester the student is currently enrolled in, and remain in place for the remainder of the following semester. At the completion of the following semester, the program director or dean will assess the student's progress and determine whether to remove the student from probation or to extend the term of probation. Failure to meet the terms of probation as outlined in a student action plan will result in dismissal from the program. If additional unsatisfactory behavior should occur during the remainder of the program, the student will be dismissed from the program and the HCI, and will be ineligible for re-entry to the HCI.

Clinical Experience – Request for Removal of Student

Should a clinical site request removal of a scheduled student due to the student's inability or unwillingness to abide by the program's and/or clinical site's policies and procedures, the student will receive a clinical evaluation grade of "zero" and be placed on behavior probation which may result in a failing grade and/or dismissal from the program.

Upon removal from the clinical site, the program will attempt to re-assign the student to a different clinical site. However, should a second incident occur during the same clinical rotation/course in which a clinical site requests the removal of the student, the program

1026

will immediately remove the student from the site and provide no further clinical reassignments. This action will result in the student receiving a failing grade for the clinical rotation/course and subsequently not permitted to advance to the next core course.

The student may wish to apply for re-entry to the program when the course re-sequences. However, re-entry to the program is contingent upon: a) the program not exceeding maximum program capacity; and b) a review of events leading up to the dismissal with a student action plan designed by the program director addressing professional behavior expectations.

If a student has been re-assigned to a clinical education site due to a request for removal from a previously assigned clinical site based on inappropriate behavior, and similar inappropriate behavior occurs in a subsequent clinical rotation/course, the student will not be re-assigned for clinical placement and will be permanently dismissed from the program.

It should be noted that if the cause for removing a student from a clinical site is deemed by the program director and dean of academic affairs as extreme unprofessional behavior, the student may be immediately dismissed from the program and/or the Institute.

Academic and Administrative Dismissal

A student may be dismissed from HCI for disregarding administrative policies. Causes for dismissal include, but are not limited to, the following:

- Failure to meet minimum educational standards established by the program in which the student is enrolled.
- Failure to meet student responsibilities including, but not limited to:
- meeting of deadlines for academic work and tuition payments;
- provision of documentation, corrections and/or new information as requested;
- notification of any information that has changed since the student's initial application;
- purchase or otherwise furnish required supplies;
- maintenance of HCI property in a manner that does not destroy or harm it;
- return of library books in a timely manner and payment of any fines that may be imposed;
- obtaining required education and financial clearance prior to graduation and to comply with all parking regulations;
- continued inappropriate personal appearance;
- continued unsatisfactory attendance;
- non-payment for services provided by the Institute;
- failure to comply with policies and procedures listed in the current Institute catalog and student handbook; or
- conduct prejudicial to the class, program or HCI.
- Specific behaviors that may be cause for dismissal include, but are not limited to:

- willful destruction or defacement of HCI or student property;
- theft of student or HCI property;
- improper or illegal conduct, including hazing, sexual harassment, etc.;
- use, possession, and/or distribution of alcoholic beverages, illegal drugs, and/or paraphernalia on campus;
- being under the influence of alcoholic beverages or illegal drugs while on campus;
- cheating, plagiarism, and/or infractions of the HCI's Student Conduct Policies;
- any behavior which distracts other students and disrupts routine classroom activities;
- use of abusive language, including verbalization or gestures of an obscene nature; or
- **threatening** or causing physical harm to students, faculty, staff or others on campus or while students are engaged in off-site learning experiences.

Conflict Resolution and Chain of Command

Students are encouraged to **first** discuss any concerns with their **instructor**. If the concern is not resolved, they should speak to their Assistant Program Director or Program Director. Subsequent levels are the Chief Academic Officer and the Campus President. Chain of command should always be utilized for prompt resolution.

Student Disciplinary Procedures

If a student violates HCI's Standards of Conduct in a classroom, the first level of discipline lies with the faculty member. If a situation demands further action, the Assistant Director of Nursing or Director of Nursing is responsible. If a student has a serious objection to the disciplinary action imposed, the student has the right to use the grievance process as outlined in the HCI catalog.

When a student violates HCI's Standards of Conduct outside the classroom but on campus, Assistant Director of Nursing or Director of Nursing is the first level of discipline. The next level is the Chief Academic Officer. If a student is dissatisfied with the disciplinary action imposed, the student has the right to use the grievance process as outlined in the HCI catalog.

Confidentiality Agreement

A high, responsible standard of conduct and professionalism is expected from each student. Students are **personally accountable** for the way in which patient information and other confidential information in clinical facilities is utilized. Confidential information is never to be discussed with anyone other than those directly involved in the care of the patient or in the legitimate use of other confidential agency information. Those having access to patient, salary, or associate information should never browse such information out of "curiosity." It is to be used and accessed only for legitimate, clinical/learning purposes.

A breach in confidentiality which involves discussing and/or releasing confidential patient or facility information, or obtaining unauthorized system access, will lead to disciplinary action from HCI.

Each student must seriously evaluate his/her daily use of confidential patient or facility information to assure its proper use. When in doubt, always discuss the matter with your immediate supervisor for clarification or direction.

Clinical Experiences

One important component of the Nursing Program is the practice of skills necessary to develop into an entry-level registered nurse. Successful completion of the Nursing Program requires that the student have a variety of clinical experiences in diverse practice settings. In order to provide these experiences, the HCI secures contracts with facilities that will host students for supervised practice experiences. Due to the nature of managed care, the practice requirements of other area allied health schools and demands on the healthcare agencies and facilities, the location of students' clinical experiences may be in the local community as well as outside our local county, but within commuting distance of HCI. Students cannot be guaranteed that their clinical experiences will be local and should be prepared to have some or all of their practice experiences out of town. An assignment of a student to a particular clinical site is determined by the progression of knowledge and technical skills as outlined in the program's curriculum. However, no student will be assigned to a floor or care unit at a facility to which s/he is employed.

Students have full responsibility for arranging and paying for transportation, and when necessary, room and board to complete their practice experiences. The student is responsible for providing a reliable means of transportation.

The time of day, and possibly the days of the week (including weekends) of the practice experiences will differ from the normal school schedule. The practice experiences may involve as few as 6 hours or as many as 12 hours on any given day; with total clinical hours being the same for all students. Clinical experiences may involve as many as five days per week, although this assignment is usually toward the end of the Nursing Program. The scheduling of students' clinical experiences is a complex process involving the needs/requirements of the clinical sites, utilization by competing academic programs and coordination of classroom and skills laboratory assignments amongst all Nursing classes at the HCI. The Nursing Program will continually strive to provide students with advance notice of a clinical schedule change. However, due to external factors students should be prepared to accommodate changes in their clinical affiliation assignments, including days of the week, and times of day.

Students enrolled in the Program are required to have evidence of a physical examination (within 90 days), a health/immunization record and titers, and evidence of current TB testing (or chest x-ray) to participate in the clinical experience portion of the curriculum. The TB test must be updated annually while the student is in the Program.

Clinical Education Requirements

Nursing students who will be assigned to a clinical education site for their clinical rotation must have completed the following requirements before they are assigned to a clinical education site. This includes a health check-up by a physician, required tests (to include, but not limited to, RPR and PPD – chest x-ray for positive PPD results), immunization record of MMR, Rubella, Varicella, CPR/BLS certification, a 4 hour basic HIV/AIDS course, OSHA information and a criminal background check and drug screening.

- The health check-up and required tests must not be any older than one year from the clinical assignment date; with a current PPD within six months.
- Criminal background check and drug screening test will be required of all students prior to clinical placement; the student will be responsible for any fees incurred.
- The student must schedule their own health check-up and required tests with a physician of their choice; the student will be responsible for any fees incurred.
- It is the responsibility of the student to be in attendance for scheduled facility orientation. The student will receive an orientation information packet by the Clinical Coordinator prior to the start of each clinical rotation which will include the date, time and place of the mandatory orientation. Should the student neglect to attend the mandatory scheduled orientation the student will not be allowed admittance to the medical facility in which they were assigned a clinical rotation. The program will reschedule an orientation time for the student. However, due to the facility's timeframe between scheduled orientations, several days or weeks could pass. These program attendance requirements are more restrictive than the institutional attendance policy published in the HCI Catalog.

HCI/Course Withdrawal

When a student withdraws from HCI, written notice must be submitted to the Director of Nursing or the Campus President by the student, or a parent or guardian. Such notice should contain the reason for the withdrawal.

Health Career Institute maintains an add-drop period during which students may add a class or withdraw from a class without financial and/or academic penalty. Students withdrawing from a class but not replacing it with another must still be aware of how that may affect full-time status, financial aid eligibility, tuition charges, and satisfactory academic progress.

Refer to the HCI Catalog for more information on the withdrawal process and necessary documentation.

Standards of Attendance

Attendance

Regular and punctual attendance at classes, labs and clinical/simulation learning experiences is expected of all students and are important aspect of meeting the objectives of the Nursing courses.

Faculty is required to take attendance and students are expected to arrive on time. Students are required to sign into each scheduled didactic, lab, simulation, and clinicals on the record provided, as they arrive to verify their attendance.

Faculty will complete the roster provided by the Registrar for all didactic and lab sessions only at the end of the day, and will submit the completed Sign-in sheet to DON for any activities held at the Campus.

Students must submit to Registrar completed Simulation/Clinical Time Sheet required for clinicals and simulation sessions **every week** to record hours mandated to pass the course.

Attendance: Didactic

Students are expected to arrive on time to every class.

Tardy is considered after 10 minutes. Three tardies equals one absence.

No more than two absences are permitted per semester for the didactic component of the course. Students are responsible for material missed. There are no make-ups for practice exams, quizzes, assignments. Exceptions for extenuating circumstances may be made at the discretion of the Program Director.

Excused absences due to extenuating circumstances with verifiable documents, i.e. death in the immediate family, medical emergency of student or immediate family member, or illness/injury to student that is accompanied by a healthcare provider note. Extenuating circumstances do **NOT** include illness/injury without a healthcare provider note, childcare issues, or absences due to work related duties. Upon the **third** unexcused course absence, student will be **withdrawn** from that course.

Attendance: Laboratory & Simulation

Human simulation experiences are an integrated part of Nursing education. All students will participate in simulation and skills labs during their Nursing education. Each course has specific simulation and skills labs requirements. Simulation and lab absences will follow policy on attendance.

Attendance: Clinicals

In Nursing courses with clinical experiences, students are required to sign in and attend all assigned clinical days for each clinical course. Any missed clinical time must be reported to the clinical instructor at least one hour prior to the start of the clinical and be reported to the lead instructor immediately, if unavailable, the Director of Nursing should be notified.

More than one missed clinical day will result in failure of the course. Absences due extenuating circumstances may require verifiable documents to be considered excused. Unexcused missed clinical experience is grounds for immediate dismissal from the program. A student who arrives more than fifteen (15) minutes late to clinical will be dismissed and it will count as a clinical absence.

NOTE: Students are not guaranteed clinical make-up opportunities as availability and resources may be limited. In the event clinical make-up hours are not available by the last day of the course, the student will receive a grade of "Unsatisfactory" for the entire clinical experience and a grade of "F" for the didactic component. The didactic, lab and clinical/simulation components of the course must be repeated.

**NOTE: Failure of any clinical rotation component may result in a failure of the course and the student will not progress.

Clinical Experience – Request for Removal of Student (if applicable)

Should a clinical site request removal of a scheduled student due to the student's inability or unwillingness to abide by the program and/or clinical site's policies and procedures, the student will be placed on Academic Warning provided there is an alternative clinical site as an option.

Upon removal from the clinical site, the program will attempt to re-assign the student to a different clinical site. However, should a second incident occur during the *same* clinical rotation/course in which a clinical site requests the removal of the student, the program will immediately remove the student from the site and provide no further clinical re-assignments. This action will result in the student receiving a failing grade for the clinical rotation/course and subsequently not permitted to advance to the next level.

The student may wish to apply for re-entry to the program when the course re-sequences. However, re-entry to the program is contingent upon: a) the program not exceeding maximum program capacity; and b) a review of events leading up to the dismissal with a student action plan designed by the program director addressing professional behavior expectations.

If a student has been re-assigned to a clinical education site due to a request for removal from a previously assigned clinical site based on unprofessional behavior, and similar unprofessional behavior occurs in a *subsequent* clinical rotation/course, the student will not be re-assigned for clinical placement and will be permanently dismissed from the program.

It should be noted that if the cause for removing a student from a clinical site is deemed by the Director of Nursing as extreme unprofessional behavior and violates the School or ANA's code of conduct, the student might be immediately dismissed from the program.

Regular class attendance is essential to proper academic progress and is expected.

Program Attendance Policy

The Nursing Program has established a programmatic attendance policy that will help facilitate the learning of required knowledge, technical skills and patient care vital to success in the Nursing profession. The program acknowledges that emergency circumstances (i.e., funeral, deaths, and serious illnesses of immediate family) can occur; such events will be taken under advisement by the Program Director. However, students must provide the Program Director with documentation supporting their reason for being late and/or absent. It is required that students call their instructor ahead of time if they will not be able to attend class/clinical or will be arriving late (refer to Proper Notification for Lateness/Absence). Students are permitted to withdraw from a didactic or clinical course within the first two weeks of a course.

ADMINISTRATIVE ACTIONS FOR ATTENDANCE ISSUES

Repeat patterns of poor attendance (a maximum of three Written Warnings throughout the duration of the program) can result in the student being dismissed from the program.

Proper Notification for Lateness/Absence

Class/lab: Students are expected to contact the lead instructor, ADON via e-mail or leave a phone message with the HCI receptionist before the start of the class if they will not be able to attend or will be arriving late. The message should include the reason (e.g., illness, family emergency).

If a student is late for a test/exam, no additional time is given.

If a student is absent on the day of a test/exam, it is to be made up in a timely fashion at the discretion of the lead instructor. Make-up exams are modified from the original; there is an **automatic 10% grade deduction**.

All lab experiences missed must be made up within **5 business days** of the missed experience.

Clinical: Students are expected to notify their clinical instructor **at least 60 minutes in advance** of the clinical start time if they will not be able to attend clinical **or anticipate a late arrival of more than 10 minutes**. A documented emergency will be taken under consideration. Failing to use proper notification procedures ("no call – no show") for clinical absence/tardiness will be cause for administrative action. **A pattern** of this unprofessional behavior may result in course failure and/or dismissal from the program.

<u>NOTE: Asking a classmate to inform the instructor that you will be late/absent does</u> <u>NOT constitute proper notification.</u>

Administrative Actions

- 1. Written Warning 1st offense of "no call no show" during core didactic courses
- 2. Final Written Warning 2nd offense of "no-call no show" during core didactic courses
- 3. Program Dismissal 3rd offense of 'no call no show" during core didactic courses

Completion of Missed Work Due to Absence

If a student is absent from any learning activity, s/he is responsible for completing missed work at the discretion of the instructor. Students who are absent from laboratory experiences may not be permitted to participate in certain clinical activities for safety reasons, due to lack of practice of Nursing skill sets. Students who are absent from their clinical education site are required to make up missed time in order to achieve the standards of clinical education established by the instructor. Clinical make-up time will be scheduled by the instructor and could occur after the final examination due to instructor availability.

Course and Program Evaluation

Students are provided opportunities to evaluate the quality and appropriateness of classroom, skills laboratory, and clinical instruction. HCI requests students' completion of course evaluation forms every term. These evaluations are scheduled in advance. Additionally, students are asked to complete Nursing Program specific course and program evaluations upon the completion of each course, as well as clinical site evaluations. The results of such evaluations are compiled, analyzed, and utilized to improve the quality of academics and services provided to the student.

Student Grievances

If HCI is forced to take action against a student, it still believes strongly that every student has a right to procedural due process in which a student has notice and an opportunity to be heard. If the administration has to take disciplinary measures against a student or other action related to a student, the student may appeal the decision to the Academic Administration.

Students are encouraged to resolve problems through normal administrative channels. Prior to filing a grievance, the student is encouraged to contact his/her instructor first, then the Assistant Director of Nursing, and finally the Nursing Program Director to determine if resolution can be achieved within the department. Refer to HCI Catalog page 23 for Grievance Policy.

Student Services

Please refer to the HCI Catalog for the full spectrum of student services.

Orientation

The orientation program held prior to the first day of each term is designed to facilitate the transition to HCI and to assist the student in planning the academic schedule. During orientation, students are acquainted with the mission and traditions of the HCI, rules and regulations, study techniques, academic standards, and counseling.

American Nurses Association Code of Ethics

- 1. The nurse, in all professional relationships, practices with compassion and respect for the inherent dignity, worth, and uniqueness of every individual, unrestricted by considerations of social or economic status, personal attributes, or the nature of the health problems.
- 2. The nurse's primary commitment is to the patient, whether an individual, family, group or community.
- 3. The nurse promotes, advocates for and strives to protect the health, safety and rights of the patient.
- 4. The nurse is responsible and accountable for individual Nursing practice and determines the appropriate delegation of tasks consistent with the nurse's obligation to provide optimum patient care.
- 5. The nurse owes the same duties to self as to others, including the responsibility to preserve integrity and safety, to maintain competence and to continue personal and professional growth.
- 6. The nurse participates in establishing, maintaining and improving health care environments and conditions of employment conducive to the provision of quality health care and consistent with the values of the profession through individual and collective action.
- 7. The nurse participates in the advancement of the profession through contributions to practice, education, administration and knowledge development.
- 8. The nurse collaborates with other health professionals and the public in promoting community, national and international efforts to meet health needs.
- 9. The profession of Nursing, as represented by associations and their members, is responsible for articulating Nursing values for maintaining the integrity of the profession and its practice, and for shaping social policy.

From American Nurses Association: Code for nurses with interpretive statements, © 2016, American Nurses Association, Washington, DC. <u>http://Nursingworld.org/MainMenuCategories/EthicsStandards/CodeofEthicsforNurses</u>

Classroom/Lab/Simulation Etiquette

- 1. Students must arrive on time and stay the entire scheduled session.
- 2. Late students may not be allowed to enter the classroom/lab/sim.
- 3. Turn-off cell phone and other electronic devices. The student will be asked to leave class if seen using a cell phone or texting.
- 4. Use laptop computers/tablets only for class work: Students are encouraged to use their laptop computers/tablets during class only as learning aids as approved by faculty.
- 5. No class may be recorded without the expressed consent of the instructor
- 6. Students are expected to remain engaged in the activities until the session ends.
- 7. Be respectful to your peers and professor. This includes talking out of turn, interrupting discussions, being late to class or leaving early.
- 8. Students are expected to participate in class discussions when appropriate and respect the opinions of all class participants and to dialog in a professional and respectful manner.
- 9. Students are required to refrain from using offensive or foul language in class.
- 10. Students are not permitted to bring either children or pets to class.
- 11. No eating or drinking is allowed in the classrooms, computer labs or skills lab. Students are provided with breaks for this purpose.
- 12. Student must be in uniform with ID name badge at all times when on campus, skills lab, simulation, and clinical rotations and are accountable to uphold the HCI Nursing Program Dress Code Policy
- 13. Students are expected to follow all aspects of the school's conduct policy located in the catalog.

Nursing Student Policies

All Nursing students are responsible for the information contained in the Nursing Student Handbook.



Nursing Student Handbook Receipt Acknowledgement Form

My signature on this document certifies that I have received the <u>Nursing Student</u> <u>Handbook</u>. I understand that it is my responsibility to review it in its entirety and seek clarification on any questions, concerns or points in which I need clarification. I further understand that it may be amended and/or changed during my enrollment. By signing this acknowledgement, I understand that it is my responsibility to follow all policies and procedures as outlined. In the event of any change or amendment, I will receive notification of the changes. I understand that it is my responsibility to review the changes and/or amendments in their entirety. I will seek clarification on any questions, concerns or points for which I do not understand.

I understand if I fail to adhere to the requirements, I may be withdrawn or receive a failure for the course.

Printed Name

Date

Student Signature

Mission: To protect, promote & improve the health of all people in Florida through integrated state, county & community efforts.



Rick Scott Governor

Celeste Philip, MD, MPH Surgeon General and Secretary

Vision: To be the Healthiest State in the Nation

May 31, 2018

Sherry Raber, MSN, RN Program Director Professional Nursing Program- ADN Health Career Institute, LLC 1764 North Congress Avenue, Suite 203 West Palm Beach, FL 33409

Dear Ms. Raber:

Your application for a professional nursing program in West Palm Beach, FL was reviewed and the following outlines the findings of the Nurse Consultant:

1. The application fails to demonstrate compliance with curriculum as outlined in statute. Please provide separate curriculum grids for general education and nursing core courses. This will assist us in determining the separate total hours for nursing core theory, lab, clinical and simulation hours. Please also provide course descriptions of all nursing courses in order to determine the inclusion of all required content. The chart provided does not include required content in personal health concepts as outlined in statute.

2. The application fails to demonstrate compliance with clinical training as outlined in statute. The clinical affiliation agreement with Delray Medical Center is specific to a paramedic to nursing bridge program. The Florida Board of Nursing does not regulate bridge programs so we will need a revision or amendment to the agreement. There is no clinical agreement with a nursing home in order to provide long term care clinical experiences. The agreement with the Mission of Palm Springs is not dated by the facility representative. There is an agreement with The Cabana at Jensen Dunes, however, this site is not included on either of the clinical charts. Also, Memory Care Assisted Living is included on the clinical experience site chart needs revision as it does not list clinical services utilized for all clinical sites and the number of students column as well as the number of program faculty column do not have the correct information. The community-based chart should include The Mission of Palm Springs, Memory Care Assisted Living, The Cabana at Jensen Dunes and South County Mental Health, and should not be on the other clinical training chart.

3. The application fails to demonstrate compliance with faculty policies as outlined in statute. Please include information about the requirement for a preceptor to be a registered nurse in Florida as stated at the end of Section 464.019(1)(e), F.S.



As of June 23, 2017, revisions to Section 464.019, Florida Statutes, regarding nursing education were implemented. Please refer to the statute to reply to the issues raised in this letter. You may find the complete statute at:

http://floridasnursing.gov/latest-news/2017-legislation-impacting-the-profession/

Upon completion of your application, the Board must make a decision within 90 days. Please respond to the Consultants' review promptly.

As a reminder to all applicants, please understand that Chapter 456.013(1)(a), Florida Statutes, provides that an incomplete application shall expire one-year after initial filing with the department.

Thank you for your efforts to help solve the nursing shortage by making available a high quality nursing program in Florida. Feel free to contact me should you have questions at sherri.sutton-johnson@flhealth.gov.

Sincerely,

Sherri Sallow Johnson

Sherri Sutton-Johnson, MSN, RN Director, Nursing Education Florida Board of Nursing

SSJ/af

Profession: 1704 Applicant ID: 578

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 248 of 1026

Program Application

- A. Information about the Sponsoring Educational Institution
 - 1. Legal Name: <u>Health Career Institute, LLC</u>
 - 2. (Optional) Accreditation: s. 464.019(4)(b)3, F.S.

Holds accreditation: Yes Ø No If accredited, list accrediting body:

Accrediting Commission of Career Schools and Colleges

- B. Faculty: s. 464.019(1)(a), F.S.
 - 1. List the name, title and educational credentials of the program director and each faculty member

Name		Title	Credentials	FL BON License	
Last	First				
Raber	Sherri	Director of Nursing	MSN, RN	RN9219896	
Callaghan- Lopater	Dawn	Instructor, Faculty	MSN, RN	RN9169013	
Colia	Jeanne	Instructor, Faculty	MSN, RN	RN1962632	
Devevo	Knolan	Instructor, Faculty	BSN, RN	RN9191151	
Drury	Carol	Instructor, Faculty	MSN, RN	RN1558962	

C. Curriculum: s. 464.019(1)(b)(c)(f) and (g), F.S.

1. Provide a curriculum plan as in the table below (show all support courses and nursing courses in the sequence in which they will be presented)

Term	Course #	Course Name	Credits	Hours	Lecture	Lab	Clinical	Sim .	Length
	BSC2085C	Human Anatomy & Physiology I	4	75	45	30	0	0	15W
1	ENC1101	English Composition I	3	45	45	0	0	0	15W
	MGF1106	Liberal Arts Mathematics	3	45	45	0	0	0	15W
	PSY2012	General Psychology	3	45	45	0	0	0	15W
	MCB2010C	Microbiology	4	75	45	30	0	0	15W
	HUN1201	Elements of Nutrition	3	45	45	0	0	0	15W

Board of Nursing, Application for New Nursing Program DH-MQA 1211, 06/09, 03/10, 02/18(rev.)

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 249 of 1026

			, .		,		,		
2	BSC2086	Human Anatomy & Physiology II	4	75	45	30	0	0	15W
	DEP2004	Human Growth & Development	3	45	45	0	0	0	15W
	SPC2608	Speech or ENC 1102	3	45	45	0	0	0	15W
	NUR1023	Nursing I, Lecture	5	60	60	0	0	0	15W
3	NUR1022L	Nursing I, Lab	2	60	0	60	0	0	15W
	NUR1023L	Nursing I, Clinical	3	135	0	0	135	70	15W
	NUR2140	Introduction to Pharmacology for Nursing	3	45	45	0	0	0	15W
	NUR1213	Nursing II, Lecture	6	75	75	0	0	0	15W
	NUR1214L	Nursing II, Lab	1	30	0	30	0	0	15W
4	NUR1213L	Nursing II, Clinical	3	135	0	0	135	35	15W
	NUR2520	Psychiatric Nursing, Lecture	3	45	45	0	0	0	15W
	NUR2520L	Psychiatric Nursing, Clinical	1	45	0	0	45	24	15W
_	NUR2261	Nursing III, Lecture	6	75	75	0	0	0	10W
5	NUR2261L	Nursing III, Clinical	3	135	0	0	135	35	10W
	NUR2943L	Nursing Capstone	6	120	60	60	0	0	5W
		TOTAL	72	1455	765	240	450	164	

Page 4 of 6

Board of Nursing, Application for New Nursing Program DH-MQA 1211, 06/09, 03/10, 02/18(rev.)

2. Please provide documentation that the nursing curriculum includes specific clinical experience and theoretical instruction as outlined in s. 464.019 (1)(f)(g), F.S.

As presented in "C" above, the degree plan outlines the theoretical and clinical breakdown in credit and hours for each nursing cores. The following tables presents content covered in each nursing core

Concepts	Nursing Core Courses							
	Nursing I	Introduction to Pharmacology for Nursing	Nursing II	Psychiatric Nursing	Nursing III	Nursing III with Obstetrics, Newborn and Pediatric Nursing	Nursing Capstone	TOTAL NURSING CURRICULUM
Medical	Х	Х	Х		X	Х	X	X
Surgical	X	Х	Х		X	Х	X	Х
Obstetrics	X	X			X	Х	X	Х
Pediatrics	Х	X			X	Х	X	Х
Geriatrics	X	- X	Х	X	X		X	Х
Family	X	X	Х	X	Х	X	X	X
Community Health	X		Х	X	X	Х	X	X
Nutrition	X	X	Х	X	X	Х	X	X
Human Growth and Development Throughout the Life Span	X	X	Х	X	Х	X	X	Х
Body Structure and Function	X	X	Х	Х	Х	X	X	X
Interpersonal Relationship Skills	X		Х	X	X	Х	X	Х
Mental Health Concepts	X	Х	Х	Х	X	X	X	Х
Pharmacology and Administration of Medication	X	X	Х	Х	Х	Х	X	Х
Legal Aspects of Practice	X	X	Х	Х	X	X	X	Х
Interpersonal Relationship and Leadership Skills	X	X	X	X	X	X	Х	Х
Professional Role and Function	X	X	X	Х	X	X	X	Х
Health Teaching and Counseling Skills	X	X	Х	Х	X	X	X	Х

D. Clinical Training Sites: s. 464.019(1)(f)(g), F.S.

Board of Nursing, Application for New Nursing Program DH-MQA 1211, 06/09, 03/10(rev.)

Name of Clinical Facility	Location	Clinical Services Utilized	Number of Students	Number of Program Faculty
Traditions Hospital	200 SE Hospital Ave. Stuart, FL 34995	Pediatrics, Obstetrics, Medical, Surgical, Geriatrics Acute Care	10 per rotation	1:10
Delray Medical Center	5353 Linton Blvd. Delray Beach, FL 33484	Medical, Surgical, Geriatrics, Mental Health Acute Care	10 per rotation	1:10
Lakeside Medical Center	39200 Hooker Highway Belle Grade, FL 33430	Pediatrics, Obstetrics, Medical, Surgical, Mental Health Geriatrics Acute Care	10 per rotation	1:10
The Mission of Palm Springs, Inc.	3300 10 th Ave North Palm Springs, FL 33461	Medical, Surgical, Geriatrics, Mental Health Long Term Care Subacute Care	12 per rotation	1:12
South County Mental Health	16158 S. Military Trail Delray Beach, FL 33484	Mental Health	12 per rotation	1:12
Memory Care Assisted Living	1537 NE Cedar St. Jensen Beach, FL 34957	Medical, Surgical, Geriatrics, Mental Health Long Term Care Subacute Care	12 per rotation	1:12

1. List all facilities that the students will use for clinical training.

*add additional rows if necessary

Page 5 of 6

Board of Nursing, Application for New Nursing Program DH-MQA 1211, 06/09, 03/10(rev.)

2. List all community-based clinical experience sites.

Name of Community-based Experience	Location	Clinical Services Utilized	Number of Students	Number of Program Faculty
Community Health Center/West Palm Beach	2100 W. 45 th Street West Palm Beach, FL 33407	Obstetrics, Medical, Mental Health, Community	3 Per Rotation	1:3
Advent Square	4798 N. Dixie Hwy Boca Raton, FL 33431		Advent Square	4798 N. Dixie Hwy Boca Raton, FL 33431
Alfred A. Tomaselli, OBGYN		Obstetrics and Gynecology	Alfred Tomaselli, OBGYN	2151 45 th St. Ste 301. West Palm Beach, FL 33407
BIOAGEMD Dr. Dadurin	320 S. Quadrille Blvd. West Palm Beach, FL 33401		BIOAGEMD Dr. Dadurin	320 S. Quadrille Blvd. West Palm Beach, FL 33401
Brain & Spine Institute	5 Harrard Circle, Suite 104 West Palm Beach, FL 33409	· · ·	Brain & Spine Institute	5 Harrard Circle, Suite 104 West Palm Beach, FL 33409

*add additional rows if necessary

- E. Clinical Training Agreements: s. 464.019(1)(d), F.S.
 - 1. Provide signed agreements for each agency, facility, and organization included in the curriculum plan as a clinical training site or community-based clinical experience site for medical, surgical, obstetric, pediatric, geriatric and psychiatric nursing as applicable to program type.

The executed affiliation agreements have been included with this application.

- F. Faculty Policies: s. 464.019 (1)(e), F.S.
 - 1. Provide a copy of the written policies for faculty which include the provisions for supervision of students in clinical training consistent with statutory requirements.

The faculty handbook has been included with this application. The following section describes the policy as published in the faculty handbook.

Direct Supervision of Students in the Clinical Setting

Board of Nursing, Application for New Nursing Program DH-MQA 1211, 06/09, 03/10, 02/18(rev.)

From the faculty handbook:

CLINICAL TRAINING REQUIREMENTS FOR PROGRAM FACULTY (464.019 (1)(e), F.S.)

Health Career Institute follows specific policies for faculty which include provisions for direct or indirect supervision by program faculty or clinical preceptors for students in clinical training consistent with 464.019 (1)(e), F.S. referenced below:

1. The number of program faculty members equals at least one faculty member directly supervising every 12 students unless the written agreement between the program and the agency, facility, or organization providing clinical training sites allows more students, not to exceed 18 students, to be directly supervised by one program faculty member.

2. For a hospital setting, indirect supervision may occur only if there is direct supervision by an assigned clinical preceptor, a supervising program faculty member is available by telephone, and such arrangement is approved by the clinical facility.

3. For community-based clinical experiences that involve student participation in invasive or complex nursing activities, students must be directly supervised by a program faculty member or clinical preceptor and such arrangement must be approved by the community-based clinical facility.

4. For community-based clinical experiences not subject to subparagraph 3., indirect supervision may occur only when a supervising program faculty member is available to the student by telephone.

All clinical faculty must abide by the policies. Faculty must immediately notify the Director of Nursing at 561-586-0121 (West Palm Beach) or at 954-579-2001 (Lauderdale Lakes) prior to any clinical which does not meet the policies for a solution that meets the requirements.

Course #	Course Title	Supervision	Maximum Ratio
NUR1023L	Nursing I, Clinical	Direct	1:12
NUR1213L	Nursing II, Clinical	Direct	1:12
NUR2520L	Psychiatric Nursing, Clinical	Direct	1:12
NUR2261L	Nursing III, Clinical	Direct	1:12

Approved Supervision Ratios for Clinical Experiences

Indirect Supervision

Indirect supervision of the Associate of Science in Nursing students is not permitted.

Florida Board of Nursing Application for New Nursing Program

Directions:

- 1. Review ss. 464.019 and 120.60, Florida Statutes. You may view these laws at the link below: (http://www.leg.state.fl.us/statutes/index.cfm?Mode=View%20Statutes&Submenu=1&Ta b=statutes)
- 2. Submit the complete application and the \$1,000 fee, pursuant to s. 464.019(1), F.S., to the Board office to this address:

Florida Board of Nursing Attn: Education Unit 4052 Bald Cypress Way, Bin C-10 Tallahassee, FL 32399

3. The Florida Board of Nursing staff will review the submitted application within 30 days of receipt and provide written notification of any errors or omissions. A decision to either approve or deny the application will be made by the Board within 90 days of receipt of a complete application and fee by the Board office, pursuant to ss. 464.019(3) and 120.60, Florida Statutes.

Page 2 of 6

FLORIDA BOARD OF NURSING

4052 Bald Cypress Way, Bin C-10 Tallahassee, FL 32399-3252 Nurse Consultant Ext. (850) 617-1478 www.floridasnursing.gov

Application for New Nursing Program *March 12, 2010*



NOTE: Florida has a very broad public records law. Most written communications to or from state officials regarding state business are public records available to the public and media upon request. Your written communications may therefore be subject to public disclosure, which includes the submission of this application.

Page 1 of 6

Board of Nursing, Application for New Nursing Program DH-MQA 1211, 06/09, 03/10, 02/18, (rev.)

Case 9:22-cv-81883-RAR Document 141-2 Intered on FLSD Docket 12/19/2023 Page 256 of



Florida Board Of Nursing ATTN: Education Unit 4052 Bald Cypress Way, BIN C-10 Tallahassee, FL 32399

RE: Application for New Nursing Program

Dear FBON Education Unit,

Attached is Health Career Institute's application for a new nursing program. I have attached this letter to guide the FBON through this packet that has been submitted for your review.

Items enclosed in order

- 1. \$1,000 Check made out to the FBON
- 2. FBON Application for New Nursing Program
- 3. Executed affiliation agreements for all listed sites (D) (E)
- 4. Staff & Faculty Handbook which states clinical policy on page 25 (F)
- 5. Official Unopened transcripts for all listed faculty members listed on application

If anything further is needed for this review, feel free to reach out at 412-335-4954 or rbonds@hci.edu.

Sincerely,

Robert W. Bonds, MBA

Health Career Institute 1764 N Congress Ave Suite 203 West Palm Beach, FL 33409 561-586-0121 Direct rbonds@hci.edu

HEALTH CAREER INSTITUTE



Health Career Institute– West Palm Beach Main Campus 1764 North Congress Avenue Suite 203 West Palm Beach, Florida 33409 (561) 586-0121 Office (561) 471-4010 Fax Health Career Institute– Lauderdale Lakes A Branch of West Palm Beach 4850 W. Oakland Park Blvd. Suite 123 Lauderdale Lakes, FL 33313 (954) 626-0255 Office (561) 471-4010 Fax

<u>www.HCI.edu</u>

FACULTY & STAFF POLICIES & PROCEDURE HANDBOOK 2018 - 2019

Revised 2/12/2018

Certified true and correct in content and policy.

Health Career Institute will adhere to all applicable federal, state, and local laws, regulations, and guidelines with respect to providing reasonable accommodations as required affording equal educational opportunity. Health Career Institute does not discriminate in admissions or employment on the basis of race, color, religion, national origin, sex, age, disability, marital status, or any other legally protected status in accordance with the law.

Health Career Institute Faculty & Staff Policies & Procedures Handbook 2-12-2018 Page 1 of 37

I. GETTING STARTED

A. INTRODUCTION

This Faculty & Staff Policies & Procedures Handbook ("Handbook") has been prepared for the employees of Health Career Institute. It brings together the rules, policies, procedures and other important information that applies to you. It is designed to familiarize you with these policies, practices, and benefits and to provide you with information about conditions of your employment at Health Career Institute (the "Company" or the "School").

From time to time, there may be revisions to the information contained in this Handbook. You will be provided with a description of any of these revisions. These revisions will supersede any corresponding provisions contained in the Handbook. The information in this Handbook, in whole or in part, may be unilaterally revised or eliminated at any time and for any reason at the Company's discretion, with or without notice.

The information contained in this Handbook is not intended to modify the "at will" status of your employment, meaning it is not a contract or assurance of compensation, continued employment or benefit of any kind.

You as a faculty and or staff member are required to comply with the provisions of this Handbook. After reviewing it, please sign the acknowledgement form at the end of the Handbook and return to VP Finance.

B. ABOUT THE SCHOOL

Health Career Institute has established a tradition of providing high quality, postsecondary educational opportunities to the citizens of South Florida.

Health Career Institute Beach offers outstanding opportunities in EMS vocational programs such as: EMT & Paramedic plus career training in Nursing. Health Career Institute is an American Heart Association community training center for BLS, ACLS, and PALS. Each year the School offers programs to meet the needs of the community.

C. MISSION STATEMENT AND LONG-TERM GOALS

Health Career Institute is dedicated to providing quality education to students and to prepare the student for a successful career in Allied Health. Our professional faculty promotes standards and practices which contribute to a students' overall success and academic achievements. The terminal objective of Health Career Institute is to provide the graduate with the knowledge, skills and abilities to succeed in employment and advancement in their career. To achieve its Mission and perform the functions set forth in the Mission Statement, Health Career Institute will pursue these goals:

- 1. To create and maintain a climate of quality and excellence that provides the basis for organizational pride and achievement
- 2. To provide superior programs preparing students for direct entry into high-demand occupations
- 3. To provide superior, comprehensive student services and programs that promote the development of the whole student
- 4. To promote access to educational and empowering opportunities for all students
- 5. To develop a skilled, diverse, enthusiastic forward–looking faculty and staff
- 6. To enrich community life by promoting economic and cultural opportunities.

Academic freedom is supported and encouraged, and faculty and students are expected to uphold the following principles:

- The right of each student to pursue and acquire knowledge in an atmosphere of free inquiry
- The rights of each faculty member to pursue, acquire, and disseminate knowledge in an atmosphere of free inquiry
- The right of members of the academic community to pursue learning free from disruption with due process for all concerned.

D. ACADEMIC PROGRAMS

Health Career Institute offers Associates Degrees in EMS, Nursing & Fire Science as well Diplomas in Emergency Medical Technician and Paramedic. The School also offers a variety of non-credit courses on campus and at off-campus locations. Health Career Institute– Lauderdale Lakes offers an Associate's Degree in Nursing plus diploma programs in EMT and Paramedic.

E. COMMUNITY SERVICE

The School cooperates with the citizens of the area to provide professional educational and cultural programs. These activities include CPR, First Aid, AED courses with student participation at area schools and businesses. Health Career Institute offers students to assist in pre-hospital and community event settings for triage, First Aid, blood pressure checks, CPR training and other miscellaneous events.

F. ACADEMIC CALENDAR

The Academic Calendar is available online at our website <u>www.Health Career Institute.edu</u> and contained in the School Catalog, and from the offices of the Registrar and Student Services.

Health Career Institute Faculty & Staff Policies & Procedures Handbook 2-12-2018 Page 3 of 37

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 260 of 1026

G. AT-WILL EMPLOYMENT POLICY

Your employment is at-will. This means that either you or the Company may terminate the employment relationship at any time, for any reason, with or without notice or cause. None of the policies and procedures described in this Handbook should be construed as a contract of employment, either expressed or implied. The Company may modify, revoke, suspend, terminate or change any or all of its benefits, policies and procedures, in whole or in part, at any time, retroactively or prospectively, and without notice. In addition, no person, including supervisors and other managers, has any authority to enter into any contract of employment, whether express or implied, with any employee.

H. EMPLOYMENT ELIGIBILITY AND AUTHORIZATION

Federal law requires Health Career Institute to verify each employee's identity and legal authority to work in the United States within three business days of employment, and all offers of employment depend on the employee's ability to meet these requirements. Each employee needs to fill out the Employment FORMS such as W-4 forms and (INS Form I-9), in which the employee attests to his/her legal authority to work in the U.S. (and present acceptable documents to verify the claim). If the authorization to work in the U.S. is for a limited period, the employee will need to submit further proof before the expiration date.

I. EMPLOYEE PAPERWORK AND RECORDS

Documents Required for Appointment as an employee are:

- 1. Application for Employment
- 2. Official academic transcripts from all colleges and universities attended
- 3. Copies of Driver's License and all pertinent licenses or certificates (as applicable)
- 4. Employment Eligibility Verification (I-9) and (W-4)
- 5. Employee Handbook signature page
- 6. CIE Personnel form & ACCSC form
- 7. Completion of Orientation and Evaluation/monitor Form from Department head.

All paperwork must be completed before the employee's first day.

It is the responsibility of each employee to promptly notify the School of any personal information changes, so that records remain accurate. Come into the Business Office and fill out the "Address/Phone/Other Change Form" whenever you change any of the following information:

- Home address
- Mailing address
- Home phone
- Cell phone
- Email address
- Other pertinent information

Health Career Institute Faculty & Staff Policies & Procedures Handbook 2-12-2018 Page 4 of 37

The Company relies upon the accuracy of information contained in your employment application, as well as the accuracy of other data presented throughout the hiring process or obtained during employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in disqualification for further consideration for employment or, if you have been hired, termination of employment.

J. BACKGROUND AND REFERENCE CHECKS

To ensure that individuals who join the Company are well qualified and to ensure that Health Career Institute maintains a safe and productive work environment, it is our policy to conduct pre-employment background checks, reference checks and drug testing on all applicants who accept an offer of employment. Background checks may include verification of any information on the applicant's resume or application form.

All offers of employment are conditioned on receipt of a background check report that is acceptable to the Company. All background checks are conducted in conformity with the Federal Fair Credit Reporting Act, the Americans with Disabilities Act, and state and federal privacy and antidiscrimination laws. Reports are kept confidential and are only viewed by individuals involved in the hiring process.

If information obtained in a background check would lead the Company to deny employment, a copy of the report will be provided to the applicant, and the applicant will have the opportunity to dispute the report's accuracy. Background and Credit check may include a criminal record check, although a criminal conviction does not automatically bar an applicant from employment.

K. DRESS CODE

EMS Faculty: Professional, appropriate attire is always expected when teaching. Minimum attire for instructors in the classroom, lab, and clinical setting shall be long pants. Uniform pants or dress pants with a belt are acceptable. Jeans will not be worn. Instructors will be issued one Health Career Institute Instructor polo shirt.

Nursing Faculty: appropriate attire is always expected when teaching. Minimum attire for instructors in the classroom, lab, and clinical setting shall be scrubs with optional lab coat.

Business Attire (Monday-Thursday) Non-Faculty Employees must report to work in appropriate business attire. The following information is intended to serve as a guide to help define appropriate business attire and should help set the general parameters to allow employees to make good judgments about items that are not specifically addressed as the list is not all-inclusive.

For men: dress pants trousers, long and short sleeve button up dress shirt, dress shoes or loafers.

Health Career Institute Faculty & Staff Policies & Procedures Handbook 2-12-2018 Page 5 of 37

For women: dress pants, businesslike dresses, dress or pant suits, coordinated dressy separates worn with or without a jacket, sweaters, turtlenecks, capri pants, hosiery, tights and dress shoes, heels, flats, loafers or boots. (No leggings as pants) Skirts must be no shorter than three (3) inches above the knee.

Business Casual Attire (Friday-Saturday)

From time to time employees are allowed to wear attire on other days due to special events. The primary objective is to have employees project a professional image while taking advantage of more business casual and relaxes fashions.

Employees are expected to report to work in acceptable business or business casual attire. The following information is intended to serve as a guide to help define appropriate business casual attire and is not all inclusive:

For men: golf or polo shirts, jeans, casual slacks or trousers, clean athletic shoes. No tee shirts, torn jeans or muddy shoes or boots.

For women: casual blouses, jeans casual slacks, golf or polo shorts, clean athletic shoes. (No leggings as pants)

Inappropriate Attire and Personal Hygiene- All employees

Not all clothing is appropriate for the office. Business and business casual attire means clean, neat, professional clothing. It is never appropriate to wear stained, wrinkled, frayed, tight, ripped, or revealing clothing in the workplace. When in doubt as to whether or not something is acceptable, choose something else or inquire first.

Inappropriate business and business casual attire includes: tee shirts, shirts with slogans or pictures, tanks or halter tops, muscle shirts, crop tops, sorts, sweat pants, leather pants, leggings as pants, exercise wear, beachwear, pajama pants, miniskirts, excessive piercings, visible undergarments, crocs, flip flops, beach shoes, slippers. Excessive piercings should be removed and inappropriate tattoos should be covered up.

Unacceptable grooming or personal hygiene includes; heavy cologne, perfumes or lotions, body odor or not being well groomed; unprofessional hairstyles.

If an employee reports to work in inappropriate attire, is not well groomed or does not have good personal hygiene then he or she may be asked to leave the workplace and return properly dressed or groomed.

Employees who are asked to leave will be required to use PTO to cover their absence or if PTO is exhausted then he or she will not be compensated for his or her time away from work.

Health Career Institute Faculty & Staff Policies & Procedures Handbook 2-12-2018 Page 6 of 37

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 263 of 1026

II. WAGE AND PAYROLL POLICIES

A. EMPLOYEE CLASSIFICATIONS

Full-time: An employee who is regularly scheduled to work and does work a schedule of 40 or more hours per week is considered to be a full-time employee.

- Part-time: An employee who is regularly scheduled to work and does work a schedule of less than 40 hours per week is considered to be a part-time employee.
- **Full-Time Faculty/ Instructor** An employee who occupies an established and approved budgeted position, and works full-time hours.
- Adjunct Faculty- Adjunct faculty is appointed for each course taught. Subsequent appointments are subject to the needs of the School. The appointment agendas will state course title, the teaching period, days and time the class will meet, and the amount of remuneration. Under no circumstances does this appointment carry with it a guarantee of future employment.

B. OVERTIME

Employees are either non-exempt or exempt based on the employee's position and in accordance with the Fair Labor Standards Act (FLSA). Exempt employees are those whose job assignments meet the federal and state requirements for exemption from overtime compensation. Exempt employees are compensated on a salary basis and are not eligible for overtime pay. Your supervisor will inform you if your status is exempt.

When operating requirements or other needs cannot be met during regular working hours, you may be scheduled to work overtime. Employees **may not** work overtime without the express written approval of his or her supervisor. Working overtime without prior authorization may result in disciplinary action, up to and including termination of employment. If an employee has received approval to work over forty hours in a week, overtime will be computed at a rate of 1 ½ times the employee's regular rate of pay. Overtime will be computed on actual time worked. Only hours that are worked are added together to determine an employee's overtime pay. Compensated holidays, for example, are not hours worked and, therefore, are not counted in making overtime calculations. A business week is defined as the period from Sunday to the following Saturday.

C. Adjusting Employee Compensation

Health Career Institute Faculty & Staff Policies & Procedures Handbook 2-12-2018 Page 7 of 37

D. TIMEKEEPING PROCEDURES

All non-exempt employees, including administrative staff, must follow Company procedures for recording time. Exempt employees, including instructors, may also be required to record their time worked and report full days of absence from work for reasons such as leaves of absence, sick leave, or personal business; and for internal billing and accounting purposes.

Employees must clock in for work either by using the Time Clock located in the Instructor area, the Administration Office or submit work hours in writing to their supervisor prior to each payday for approval in accordance with Health Career Institute policy. Instructors will indicate what class they are teaching on their Time Card. If an employee will be leaving the facility, they must clock out when leaving and then clock in upon returning to work. It is critical that every employee's time sheet/time card be completed daily and reflects the employee's hours accurately. Altering, falsifying or tampering with time records, or clocking in or recording time for another employee is prohibited and subject to disciplinary action, up to and including termination.

Employees are paid every other Wednesday, at least twice a month. If a payday falls on a holiday, paychecks will be distributed on the following workday. The School does not cash employee payroll checks nor does it provide advances on employee wages.

E. DEDUCTIONS AND NON-RETALIATION

It is the Company's policy to comply with the salary basis requirements of the FLSA. Therefore, the Company prohibits all managers and supervisors from making improper deductions from the salaries of exempt employees. The Company also prohibits any deductions that violate the FLSA. You should carefully review each paycheck to ensure its accuracy.

If you believe that an improper deduction has been made or that your compensation is inaccurate, you should immediately report it to your supervisor or the Business Office. Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, you will be promptly reimbursed for any improper deductions made. The Company will promptly take the necessary steps to prevent reoccurrence of errors in the future. The Company will take all reasonable steps to ensure that you receive the correct amount of pay in each paycheck and that you are paid on the scheduled payday.

The Company has a no tolerance policy for retaliation against employees who report alleged violations of this policy or who cooperate in the investigation of such reports. Any claims of retaliation will be promptly investigated. Any form of retaliation in violation of this policy will result in disciplinary action, up to and including termination of employment.

III. ATTENDANCE AND WORK POLICIES

A. WORKING HOURS

Health Career Institute Full time employee work hours are Monday through Friday 8:30 a.m. to 5:00 p.m. with one half hour lunch, Part time employee hours will be defined and approved by the President & COO.

Employees receive two ten-minute paid break periods for each full workday, one at midmorning and one at mid-afternoon, and are required to take a lunch or meal break midway through their time at work. Hours of work may change at any time at the discretion of the COO. Faculty and Staff will be notified of any changes.

You cannot adjust your schedule (such as starting or ending your day later or earlier, or working through lunch) without Company approval. Doing so may result in disciplinary action.

B. COURSE/WORK LOADS

All instructors are to be available for:

- required class time
- required clinicals (health related courses)
- faculty meetings as needed
- committee meetings
- attendance at School-related functions as required

Distance Learning Faculty are to:

- Log into classes 5 of 7 days in a work week
- Respond to student questions promptly no later than 48 hours from the post
- Grade papers within 48 hours and post the students grades

Teaching Load (Includes distance learning faculty) - Instructors should be assigned classes within their areas of competence by Program Directors. The instructor's regular load should consist of courses and activities in the instructor's primary teaching field.

Normal teaching loads are as follows:

- 34 hours of instructional hours per week for full-time instructors
- the other time remaining is for the instructor to talk to students, grade papers, and other job-related activities of the program

Instructors assigned vocational credit courses in Certificate programs:

Each instructor shall be required to:

- submit an Instructor's Class Schedule form
- submit and sign time cards

Health Career Institute Faculty & Staff Policies & Procedures Handbook 2-12-2018 Page 9 of 37

C. ATTENDANCE POLICY

All employees are expected to be punctual and to maintain a good attendance record. Regular attendance and promptness are considered part of each employee's essential job functions. Excessive absenteeism and tardiness will be grounds for disciplinary action, up to and including termination of employment.

D. LATE ARRIVAL OR ABSENCE

In an unavoidable situation when you cannot arrive at your scheduled time, or cannot show up at all, you must call and speak directly to your supervisor. If your supervisor is not available, speak with another member of the Executive Management Team or the Business Office. The employee must provide notice as far in advance as possible (minimum 2 hours employee schedule start).

Failure to comply with this policy may result in disciplinary action, up to and including termination of employment. Providing notice as required by this policy allows your supervisor to obtain coverage, however, it does not mean that your late arrival or absence will be excused under the Company's attendance policy. An employee who arrives late to work, or is absent in violation of this policy, more than 3 times in a month may be subject to disciplinary action, up to and including termination of employment.

Employees are not permitted to make up time missed by staying later in the day, coming in early or working through lunch. An employee who fails to show up for work without notification to his/her supervisor for three (3) or more consecutive days may be terminated for job abandonment. An employee who fails to return to work from an approved leave on the date specified may be terminated for job abandonment.

Health Career Institute Faculty & Staff Policies & Procedures Handbook 2-12-2018 Page 10 of 37

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 267 of 1026

IV. BENEFITS

A. EMPLOYEE BENEFITS POLICY

Health Career Institute provides some benefits to its full-time employees. Part time employees may also be entitled to some benefits. Eligibility for any benefit is set forth by Health Career Institute at its sole discretion. It should also be understood that Health Career Institute reserves the right to change, add or delete any benefit or plan at any time.

B. PERSONAL TIME OFF (PTO) POLICY – PERSONAL & SICK TIME

Health Career Institute has established a personal time off (PTO) policy to provide full-time employees with a period of rest and relaxation without loss of pay. All regular full-time employees begin accruing PTO beginning on the date of hire. Regular part-time staff employees working a minimum of 24 hours per week accrue time off on a pro-rata basis. Temporary employees and adjunct employees do not accrue PTO benefits.

<u>Accrual for full-time staff only (Calendar Year of Service and Rate of Accrual)</u> Full time employees accrue a stipulated number of hours per month toward PTO below. The employee will be allowed to utilize PTO after working sixty (61) days from time of hire.

The following chart details the specific PTO based on position and date of hire:

Full-Time Staff	Paid Time Off	Accrual per month
Upon Hire	3 Weeks	10 hours
After 3 years of continuous	4 Weeks	14 hours
employment		

Management (Business Office Manager, Program Directors, Financial Aid Director, Director of Career Services, Director of Admissions)	Paid Time Off	Accrual Per Month
Upon Hire	3 Weeks	10 hours
After 3 years of continuous employment	4 Weeks	14 hours
After 5 years of continuous employment	5 Weeks	17 hours

Health Career Institute Faculty & Staff Policies & Procedures Handbook 2-12-2018 Page 11 of 37

Executive Team (Campus President/Chief Operating Officer, VP Finance, Chief		Accrual per month
Academic Officer) Upon Hire	4 Weeks	14 hours
After 3 years of continuous employment	5 Weeks	17 hours

<u>Administration</u>

Employees must use all PTO no later than the end of the calendar year. Employees may not receive pay in lieu of PTO. Any unused hours will be forfeited and not carried over to the next calendar year. Employees who separate from Health Career Institute for any reason whatsoever, will not be paid for any accrued and unused PTO.

Employees may not take PTO before it is earned, except with the prior written approval of the School President. If an employee takes any PTO that has not been earned at the time of the termination of employment, it must be paid back to Health Career Institute within five (5) days of the employment termination date and/or it can be deducted from final paycheck up to the maximum permitted by law.

All personal time off must be approved in advance by the employee's supervisor. The scheduling of vacations is based on Health Career Institute's business needs and requests for time off from other employees.

C. BEREAVEMENT LEAVE

In the event of death in the immediate family of a regular full-time employee the employee may take up to three (3) consecutive workdays off with pay with the approval of Health Career Institute. For purposes of this policy, an employee's immediate family is defined to include the employee's current spouse or domestic partner, child, parent, legal guardian, brother, sister, grandparent, grandchild, or mother-, father-, sister-, brother-, son- or daughter-in-law. Any additional time beyond the three days can be requested, and if approved will be counted against PTO.

D. JURY DUTY

If you are called for jury duty, you must notify your supervisor within forty-eight (48) hours of receipt of the jury summons and provide him/her with a copy of said summons. The Company will pay your normal wages per day for the maximum number of days, as required by state and local law, and may require you to submit any other compensation you receive for jury duty, as permitted by law. Failure to provide copies of the summons and notice of jury service at least five working days prior to your absence from work, however, may result in your not being paid your normal wages during jury service.

Health Career Institute Faculty & Staff Policies & Procedures Handbook 2-12-2018 Page 12 of 37

You must report for work if you are released from jury duty before the end of your regularly scheduled workday or if you are temporarily released from jury duty.

E. HOLIDAYS

The Health Career Institute observes the following paid holidays each year for full time employees:

New Year's Day Martin Luther King Jr. Day Memorial Day Independence Day Labor Day Veteran's Day Thanksgiving Day after Thanksgiving Christmas Eve Christmas

Any changes in recognized holidays or additional scheduled office holidays will be announced at the beginning of each calendar year.

If a holiday falls on a Saturday the holiday will be observed on the Friday before. If on a Sunday, it will be observed on the following Monday.

F. MILITARY LEAVE

A military leave of absence will be granted if you are absent from work because of service in the "uniformed services" (active or inactive duty under federal authority) in accordance with the Uniformed Services Employment and Reemployment Rights Act. ("USERRA"). Advanced notice of military service is required under USERRA, unless military necessity prevents such notice, or it is otherwise impossible or unreasonable. Time limits have been set for reporting back to work based on the length of time in the uniformed service. Please see the Business Office for additional information on Military Leave.

G. ADDITIONAL TIME OFF OR LEAVE OF ABSENCE

Full-time employees are eligible for PTO as a benefit from the Company. Any time off needed beyond your allotted PTO amount will be considered on a case-by-case basis, and granting such

Health Career Institute Faculty & Staff Policies & Procedures Handbook 2-12-2018 Page 13 of 37

leave and its terms will be totally within the discretion of the Company. This additional leave may be provided at the Company's discretion for extraordinary needs, such as pregnancy or lengthy illness. Under normal circumstances, if a request for a leave of absence is approved, the employee will be required to apply any available accrued paid time off towards the leave of absence. Any additional time off beyond the number of accrued paid days will be without pay. The employee understands that the Company cannot guarantee that his/her position will remain available until the employee returns, unless local, state or federal law provides otherwise.

H. EMPLOYEE TUITION ASSISTANCE POLICY

Tuition assistance is available for all faculty, staff and their immediate family members who want to take classes at Health Career Institute. Those who want to attend the School and use the School tuition assistance, must pass the normal qualification standards. Immediate family members are defined as children, spouses and partners of Health Career Institute employees.

Full Time Faculty & Staff

Full time employees who meet the normal qualification standards can take online classes at half tuition rate. Transfer of credit and application fees will be waived for full time employees. Immediate family members of full time faculty and staff can take ground or online classes at half tuition rate. All fees, books, uniforms and sundries will be charged at normal rate unless previously specified.

Part Time & Adjunct Staff

Part time and adjunct staff who meet the normal qualification standards can take online classes at half tuition rate. Transfer of credit and application fees will be waived for part time employees. Immediate family members of part time and adjunct staff can take ground or online classes at 75% tuition rate. All fees, books, uniforms and sundries will be charged at normal rate unless previously specified.

President and Vice President of Finance must approve any employee scholarships and notify the Co-CEOs on the usage. The President should make this policy known annually to all employees.

V. POLICIES AGAINST DISCRIMINATION

A. EQUAL EMPLOYMENT OPPORTUNITY

Health Career Institute is an equal opportunity employer. The Company does not discriminate in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment based on race, color, religion, sex (including pregnancy, childbirth

Health Career Institute Faculty & Staff Policies & Procedures Handbook 2-12-2018 Page 14 of 37

and related medical conditions), national origin, sexual orientation, genetic information, citizenship or veteran status, age, or other classification protected by federal, state or local law.

The Company does not discriminate against qualified individuals based on a disability, and will make reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship. Contact the School President with any questions or requests for accommodation.

B. POLICY AGAINST SEXUAL HARASSMENT

<u>Objective</u>: The purpose of this policy is to define sexual harassment and provide procedures for the investigation of sexual harassment claims. All employees, including faculty, support and office staff, supervisors and managers, will be subject to severe discipline, up to and including discharge, for any act of sexual harassment they commit.

<u>Policy Statement</u>: Sexual harassment is unwanted sexual attention of a persistent or offensive nature. Sexual harassment includes sexually oriented conduct that is sufficiently pervasive or severe to unreasonably interfere with an employee's job performance or create an intimidating, hostile or offensive working environment. Sexual harassment can be physical and/or psychological in nature. An aggregation of a series of incidents can constitute sexual harassment even if one of the incidents considered on its own would not be harassing. Employees are prohibited from harassing other employees whether or not the incidents of harassment occur on employer premises and whether or not the incidents occur during working hours.

While sexual harassment encompasses a wide range of conduct, some examples of specifically prohibited conduct include:

- Physical assaults of a sexual nature, and physical conduct that is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another employee's body or poking another employee's body.
- Unwanted sexual advances, propositions or other sexual comments, such as sexually oriented gestures, noises, remarks, jokes, or comments about a person's sexuality or sexual experience (especially when directed at or made in the presence of any employee who indicates or has indicated in any way that such conduct in his or her presence is unwelcome).
- Preferential treatment or promises of preferential treatment to an employee for submitting to sexual conduct, including soliciting or attempting to solicit any employee to engage in sexual activity for compensation or reward.
- Subjecting, or threats of subjecting, an employee to unwelcome sexual attention or conduct or intentionally making performance of the employee's job more difficult because of that employee's sex.
- Sexual or discriminatory displays or publications anywhere in the workplace, such as: Displaying pictures, posters, calendars, graffiti, objects, promotional materials, reading materials or other materials that are sexually suggestive, sexually demeaning or

Health Career Institute Faculty & Staff Policies & Procedures Handbook 2-12-2018 Page 15 of 37

pornographic, or bringing into the work environment or possessing any such material to read, display or view at work.

<u>Reporting and Resolution</u>: If employees believe that they have been subject to sexual harassment or any unwanted sexual attention he or she should report the incident to the employee's supervisor or to any member of the management team. A report can also be made directly to the President or one of the Co-CEO's. It is important to report concerns of sexual harassment or inappropriate sexual conduct regardless of the seriousness to human resources or a supervisor/manager as soon as possible. To ensure the prompt and thorough investigation of a sexual harassment complaint, the complainant should provide as much information as is possible. Management cannot assist in stopping the harassment from continuing if it is unaware of the problem. If you have witnessed sexual harassment, you also are required to report the incident so that prompt action may be taken.

It is the policy of this Company to investigate claims of sexual harassment, or any other prohibited discrimination, and to promptly and effectively eliminate such conduct. The investigation will be kept as confidential as possible, consistent with the need to determine the facts. Retaliation against you for making a good faith report of harassment is prohibited by law and by Company policy. If an investigation confirms a violation of this policy, appropriate corrective and remedial action will be taken immediately to end the harassment and to discipline the violator.

Questions regarding this policy can be directed to the President, or a CO-CEO, your supervisor or any other member of management.

C. OTHER DISCRIMINATORY HARASSMENT

The Company strongly supports the rights of all its employees to work in an environment free from all forms of harassment, including harassment because of race, color, religion, sex, national origin, age, disability, or other characteristic protected by law. Harassing conduct includes, but is not limited to:

- Epithets
- Negative stereotyping
- Slurs
- Threatening, intimidating or hostile acts that relate to the above characteristics
- Written or graphic material that denigrates or shows hostility or aversion toward an individual or group because of the above characteristics, and that is placed on walls, bulletin boards, or elsewhere on the premises, or circulated in the workplace.

In compliance with the law and our policy, the Company prohibits harassment of any kind. If the result of an investigation indicates that corrective action is called for, such action may include discipline up to and including immediate termination of the employment of the offender

Health Career Institute Faculty & Staff Policies & Procedures Handbook 2-12-2018 Page 16 of 37

Individuals and Conduct Covered

These policies apply to all applicants and employees (administrative, office, instructional, and faculty whether part-time full-time or adjunct), whether related to conduct engaged in by fellow employees or someone not directly connected to the School (e.g., a business partner, vendor, or customer).

Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during instructional activities outside the School, business trips, business meetings and School-related social events.

VI. STANDARDS OF CONDUCT

Health Career Institute expects all employees to have the highest level of integrity and honesty in all aspects of work, to treat our students and fellow employees with care and respect, and to follow work rules and standards. The Company also expects all employees to perform his/her job to the satisfaction of the Company. All employees are expected to adhere to conditions and standards of employment, as set forth by the Company.

Additionally, all School personnel whose primary duties include student recruitment and admissions functions will be required to read, acknowledge, and abide by the Admissions Personnel Code of Conduct.

A. DISCIPLINARY ACTION

Violation of Company work rules or standards may lead to disciplinary action, up to and including termination. Poor job performance may also lead to disciplinary action, up to and including termination. Nothing in this policy alters the at-will nature of your employment; either you or Health Career Institute may terminate the employment relationship with or without reason, and in the absence of any violation of standards or rules.

Disciplinary action may include a verbal warning, written warning, suspension with or without pay, and/or termination. Documentation of oral or written warnings may be kept in the employee's personnel file. The President and Co-CEO's will determine the appropriate disciplinary action imposed. The Company does not guarantee that one form of action will necessarily precede another.

The types of conduct and/or circumstances that may result in disciplinary action include, but are not limited to the following:

1. Unsatisfactory work performance;

Health Career Institute Faculty & Staff Policies & Procedures Handbook 2-12-2018 Page 17 of 37

- 2. Violation of any company rule; any action that is detrimental to the School's business or instructional efforts;
- 3. Failure or refusal to carry out orders or instructions or insubordination;
- 4. Dishonesty or theft;
- 5. Disregard of Company policies and procedures;
- 6. Falsifying or altering records or information, including, but not limited to, time records;
- 7. Unauthorized use of, sabotaging or defacement of Company property or the property of other employees;
- 8. Violating any non-disclosure, non-compete or confidentiality agreement; divulging any confidential or proprietary School or student information;
- 9. Consumption, possession, sale or being under the influence of alcohol, or illegal or un-prescribed drugs while on School premises or on School business;
- 10. Any act of unlawful harassment or discrimination based on any employee's protected classification;
- 12. Threatened or actual physical violence or harassment;
- 13. Profane or abusive language;
- 14. Excessive or habitual tardiness or absenteeism, or time away from work, including unauthorized breaks;
- 15. Any other similar performance inadequacies.

B. PROTECTION OF CONFIDENTIAL INFORMATION

Our students and other parties with whom we do business entrust Health Career Institute with important personal and sensitive information. Sensitive or confidential information includes but is not limited to credit card information, tax information, medical documentation and other personal data, whether stored in electronic or printed format. It is our policy that all information considered confidential will not be disclosed and must be kept confidential in accordance with the Family Education Rights and Privacy Act of 1974. The Company has adopted Standard Operating Guidelines for the protection and handling of confidential information. Violation of those guidelines, or this policy, will result in disciplinary action up to and including termination.

Should instructors have any questions about the authorization and/or release of student's records, please contact the Registrar's Office.

C. RECRUITMENT POLICY

All recruiting agents will be trained and licensed. Employment agencies will not be used to recruit prospective students. No advertisements will be placed in help-wanted sections. Prospective students will not in any way be led to believe they are responding to a job opportunity. This is ensured in the catalog as well as the student Handbook. The School prohibits

Health Career Institute Faculty & Staff Policies & Procedures Handbook 2-12-2018 Page 18 of 37

recruitment of and or solicitation of prospective students at Welfare offices, unemployment lines, food stamp centers, homeless shelters etc.

D. INTEGRITY OF ALL SCHOOL PERSONNEL

In addition to the Code of Ethics and Professional Conduct on page 17 of this Handbook the President and Administrative Staff emphasize that all employees of Health Career Institute will refrain from:

- Discrediting other training facilities or schools' programs, instructors or standing in any way whatsoever
- Making false representations of Health Career Institute or its training to encourage students to enter our programs
- Make any disparaging comments regarding character, nature, quality, value, or scope of any other training facility or school
- Recruiting or enticing any student or potential student from entering another training facility or school by encouraging them to change their plans to become a Health Career Institute student

Health Career Institute does not engage or advocate any of the above activities.

E. PROMOTIONAL MATERIAL POLICIES

- Under no circumstances will employees fax, email or promote any promotional material without the written approval of Health Career Institute's President
- All advertisement for promotional material for fire science courses (FFP) will state that the Company is training approved by the Florida State Fire College
- The Fire College's class approval number will be placed on the rosters for internal use and on certificates of completion
- Once approved by the President all promotional faxes, emails, flyers are placed in a book kept in the Registrar's office.

The President will assure that any promotional material or handouts will clearly indicate that:

- The material is truthful and accurate
- Does not mislead the students regarding a false impression of the School and its accreditation status
- Education not employment is being offered

Health Career Institute Faculty & Staff Policies & Procedures Handbook 2-12-2018 Page 19 of 37

F. GUIDELINES REGARDING SCHOOL TECHNOLOGY RESOURCES

Company property, including computers, electronic mail and voice mail, should only be used for conducting School business. Information placed on the system must relate only to instructional/educational responsibilities assigned to the employee. Incidental and occasional personal use of Company computers and our voice mail and electronic mail systems is permitted, but information and messages stored in these systems will be treated no differently from other business-related information and messages, as described below.

The Company may review stored electronic and voice mail. Therefore, the Company must, and does, maintain the right and the ability to enter into any of these systems and to inspect and review all data recorded in those systems. Because the School reserves the right to obtain access to all voice mail and electronic mail messages left on or transmitted over these systems, employees should not assume that such messages are private and confidential or that the Company or its designated representatives will not have a need to access and review this information. Individuals using Company business equipment should also have no expectation that any information stored on their computer - whether the information is contained on a computer hard drive, computer disks or in any other manner - will be private.

The Company has the right to, but does not regularly monitor voice mail or electronic mail messages. The Company will, however, inspect the contents of computers, voice mail or electronic mail during an investigation triggered by indications of unacceptable behavior or as necessary to locate needed information that is not more readily available by some other less intrusive means.

Additional guidelines regarding the acceptable use of Company technological resources include the following:

- Company's systems or networks may not be used for any illegal activity or criminal conduct, including downloading or distributing pirated software or data
- No postings regarding or that reveal proprietary or confidential School or student information
- Do not make defamatory statements regarding the School, co-employees, students, etc.
- All company business done on assigned email addresses only
- Do not harass co-workers, or otherwise violate anti-harassment and discrimination policies; including but not limited to
 - a. Do not view, share, or transmit inappropriate or offensive messages images, photos or other forms of communication
 - b. Do not make discriminatory statements, racial slurs, sexual innuendoes directed at co-workers, management, or clients
 - c. Do not view or share pornography and other inappropriate sexual content.

Health Career Institute Faculty & Staff Policies & Procedures Handbook 2-12-2018 Page 20 of 37

The Company will take disciplinary action, up to and including termination against any employee who violates the policy.

G. DRUG-FREE WORKPLACE POLICY

To help insure a safe, healthy and productive work environment for our employees and others, to protect Company property, and to ensure efficient operations, the Company has adopted a policy of maintaining a workplace free of drugs and alcohol. This policy applies to all employees and other individuals who perform work for the Company. Additionally, all job applicants who are offered a position are required to submit to a drug test prior to and as a condition of employment. All employees are otherwise required to comply with the drug free workplace policies and procedures during employment.

The unlawful or unauthorized use, abuse, solicitation, theft, possession, transfer, purchase, sale or distribution of controlled substances, drug paraphernalia or alcohol by an individual anywhere on the School premises, while on School business (whether or not on Company premises) or while representing the School, is strictly prohibited. Employees and other individuals who work for the Company are prohibited from reporting to work or working while they are using or under the influence of alcohol or any controlled substances, except when the use is pursuant to a licensed medial practitioner's instructions and the licensed medical practitioner authorized the employee or any individual to report to work.

The policy will be provided to all employees and job applicants and is posted in the workplace. Violation of this policy will result in disciplinary action, up to and including discharge.

The Company maintains a policy of non-discrimination and will endeavor to make reasonable accommodations to assist individuals recovering from substance and alcohol dependencies, and those who have a medical history, which reflects treatment for substance abuse conditions. We encourage employees to seek assistance before their substance abuse or alcohol misuse renders them unable to perform the essential functions of their jobs, or jeopardizes the health and safety of any Company employee, including them.

H. ALCOHOL AND DRUG TESTING POLICY

As set forth above, it is the School's policy not to employ persons who use illegal drugs or abuse alcohol. The School reserves the right to require an employee to submit to testing for alcohol and/or illegal drugs as a continuing condition of employment with the School. An employee who refuses to submit to such testing or who tests positive may be suspended from work, disciplined, or immediately terminated, all at the School's sole discretion. The School also reserves the right to search the employee's workplace for alcohol or illegal substances.

I. WORKPLACE VIOLENCE

Violence by an employee or anyone else against an employee, or anyone else associated with the School, will not be tolerated. The purpose of this policy is to minimize the potential risk of personal injuries to employees at work and to reduce the possibility of damage to Company property.

If you receive or overhear any threatening communications from an employee or outside third party, report it directly to the President or one of the Co-CEO's or any member of management at once.

All reports will be kept confidential to the extent possible, investigated and documented. Employees are expected to report and participate in an investigation of any suspected or actual cases of workplace violence and will not be subjected to disciplinary consequences for such reports or cooperation.

Possession, use or sale of weapons, firearms or explosives on School premises, while operating any equipment or vehicles for work-related purposes or while engaged in School business off premises is forbidden except lawfully possessed firearms as specifically allowed on work premises under Florida law (such as in a locked vehicle).

Violations of this policy, including your failure to report or fully cooperate in the School's investigation, may result in disciplinary action, up to and including discharge.

J. REPORTING ACCIDENTS/WORKPLACE SAFETY

All accidents, injuries, or potential safety hazards, must be reported immediately to the President or one of the Co-CEO's or a member of management. If you are involved in or witness an accident or injury during working hours and/or on School property, you must immediately report the incident. Even if you have not suffered an injury, it is your obligation to report any such accidents.

Please follow these guidelines to maintain a safe School campus:

- Clear uncluttered pathways throughout facility.
- Safety and cleanliness by having instructors straighten and secure classrooms.
- After 7:00PM at night the building goes into a lock down code where the outside is locked and strangers to campus cannot enter without a code.
- No student is to remain in building without an instructor.
- All doors to classrooms will be locked by instructor.
- All doors to classrooms will be locked by instructor but main door to building locks automatically.

VII. RULES AND PROCEDURES FOR FACULTY AND INSTRUCTIONAL

Health Career Institute Faculty & Staff Policies & Procedures Handbook 2-12-2018 Page 22 of 37

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 279 of 1026

PERSONNEL

A. FACULTY QUALIFICATIONS

The minimum qualifications for EMS programs:

Faculty must have a current Florida Paramedic License with a minimum of three years of experience in the related field. At a minimum all instructors are required to have an AS Degree or be actively working on an AS Degree in the related field.

All faculty members will be evaluated on the following objectives annually:

- Show appropriate instructional methods
- Teach the educational objectives if the programs being taught
- Demonstrate a command of theory and practice
- Be up to date on the knowledge of the program and its requirements
- Have a minimum of 32 hours of CEU's in the related field in a two-year period

Personnel files should be updated annually as returning faculty complete additional course work. New transcripts (official) should be forwarded to the Registrar.

It is important that Administration maintain a current address and phone number for each member of the faculty and staff. Notice of change of address (form attached) and/or phone number should be given to the office manager. ASAP

The minimum qualifications for Fire Science programs:

Faculty must have a current Bureau of Fire Standards and Training Division of State Fire Marshal Instructor Certification, a Florida State Firefighter Certificate and/or a Florida State Inspector Certificate with a minimum of six years of experience in the related field. At a minimum all instructors are required to have an AS Degree or be actively working on an AS Degree in the related field.

All faculty members will be evaluated on the following objectives annually:

- Show appropriate instructional methods
- Teach the educational objectives if the programs being taught
- Demonstrate a command of theory and practice
- Be up to date on the knowledge of the program and its requirements
- Have a minimum of 40 hours of CEU's in the related field in a two-year period.

Personnel files should be updated annually as returning faculty complete additional course work. New transcripts (official) should be forwarded to the VP Finance.

The minimum qualifications for Nursing programs:

Faculty must have a current Florida RN License with a minimum of three years of experience in the related field.

All faculty members will be evaluated on the following objectives annually:

- be able to show appropriate instructional methods
- be able to teach the educational objectives of the programs being taught
- be able to demonstrate a command of theory and practice
- be able to be up to date on the knowledge of the program and its requirements
- be able to have a minimum of 32 hours of CEU's in the related field in a two-year period

Personnel files should be updated annually as returning faculty complete additional course work. New transcripts (official) should be forwarded to the VP Finance.

B. RESPONSIBILITIES AND CONDITIONS OF EMPLOYMENT FOR INSTRUCTIONAL/CLINICAL FACULTY

The responsibilities of teaching faculty are as follows:

- 1. Conduct assigned classes in accordance with the catalog description at times listed in the School course schedule.
- 2. Meet every class, including the final examination, at the assigned time and in the assigned room or clinical facility.
- 3. Maintain standards of teaching.
- 4. Seek out means of improving instruction through professional societies, meetings, workshops, and the current literature of the field.
- 5. Adjust, as far as possible, teaching methods to student needs.
- 6. Submit to the appropriate division coordinator:
 - a. Hours when faculty will be available to students
 - b. A copy of the course outline and syllabus, no later than the first class meeting for each course taught
 - c. Attendance records of students submitted daily
 - d. A copy of the final exam or skills checkoff, if applicable
 - e. Final grade reports within 48 hours of the end of the semester
 - f. Other forms and reports as may be necessary
- 7. May not dismiss a class for the entire period without approval by the Program Director.
- 8. Submit grades to the Program Director by the established deadline, who after review will submit them to the Registrar.
- 9. Provide academic advising for students.
- 10. Attend all faculty meetings.
- 11. Participate as members of committees.
- 12. Conduct tutoring and special assignments as needed and/or assigned.
- 13. Participate in determining course schedules for upcoming terms.

Health Career Institute Faculty & Staff Policies & Procedures Handbook 2-12-2018 Page 24 of 37

14. Submit book orders and/or other forms to appropriate offices in a timely manner.

CLINICAL TRAINING REQUIREMENTS FOR PROGRAM FACULTY (464.019 (1)(e), F.S.)

Health Career Institute follows specific policies for faculty which include provisions for direct or indirect supervision by program faculty or clinical preceptors for students in clinical training consistent with 464.019 (1)(e), F.S. referenced below:

1. The number of program faculty members equals at least one faculty member directly supervising every 12 students unless the written agreement between the program and the agency, facility, or organization providing clinical training sites allows more students, not to exceed 18 students, to be directly supervised by one program faculty member.

2. For a hospital setting, indirect supervision may occur only if there is direct supervision by an assigned clinical preceptor, a supervising program faculty member is available by telephone, and such arrangement is approved by the clinical facility.

3. For community-based clinical experiences that involve student participation in invasive or complex nursing activities, students must be directly supervised by a program faculty member or clinical preceptor and such arrangement must be approved by the community-based clinical facility.

4. For community-based clinical experiences not subject to subparagraph 3., indirect supervision may occur only when a supervising program faculty member is available to the student by telephone.

All clinical faculty must abide by the policies. Faculty must immediately notify the Director of Nursing at 561-586-0121 (West Palm Beach) or at 954-579-2001 (Lauderdale Lakes) prior to any clinical which does not meet the policies for a solution that meets the requirements.

All Faculty, or School personnel whose primary duties include student instruction, training and classroom work, must also read, acknowledge, and abide by the Code of Ethics issued by the State Board of Education in Florida.

EVALUATION OF FACULTY

Faculty evaluations are conducted throughout the programs. Evaluations by supervisors are conducted on a periodic basis. Evaluations by students are conducted at a minimum at the end of each course. The results of these evaluations will be reviewed with the Faculty member/Instructor. A positive evaluation does not guarantee any increase in pay, and all pay adjustments are within the sole discretion of Health Career Institute based upon overall School performance and financial position as well as individual performance and is at the sole discretion of the Co-CEO's.

Student Evaluations are conducted in all class sections. Results are tabulated and strengths and weaknesses noted. The Program Director visits at least one full class session and notes effective methodologies and those needing improvement. There are also sections for outlining professional development plans, goals attained during the year, setting new goals for the next year, and documenting committee and community work. All EMS instructors are required by the Florida Department of Health Bureau of EMS to complete 32 CEU's to renew their paramedic

Health Career Institute Faculty & Staff Policies & Procedures Handbook 2-12-2018 Page 25 of 37

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 282 of 1026

license every two years. Health Career Institute also conducts professional development classes for its instructors in methodology and level of control in the classroom setting.

All evaluations will be due at the end of each year. Pursuant to the evaluation process outlined above, the immediate supervisor discusses strengths and weaknesses with the faculty member and may be re-evaluated if improvement is needed.

Distance Learning and the Faculty & Staff Evaluation: Students must evaluate their Distance Learning instructors, this is part of the course completion.

1. At the end of the course faculty must make an announcement to your students explaining how to complete DL faculty evaluations.

2. The process for reporting evaluation results is the same as the current process and student/faculty confidentiality is the same as the paper/pencil counterpart. Evaluation results and comments will be stored and distributed to both the instructor and supervisor in the normal cycle of faculty evaluation processes.

3. Please inform/remind your students of this opportunity to evaluate all their Distance Learning instructors and that this evaluation is emailed directly to the School.

C. COMPUTERS

Computer labs are available for class instruction. Instructors wishing to teach classes using the computers should contact the Program Director to schedule those classes.

D. FACULTY INFORMATION

GENERAL

The VP Finance will fill out cards for the keys each instructor needs. The keys will be the responsibility of the instructor until such time the instructor leaves the employment of the School.

Paychecks

Payroll checks are completed every other Wednesday. If payroll falls on a holiday, checks will be distributed on the following work day. All time cards and off sight time sheets are to be completed and turned into Finance no later than 8am Monday morning prior to payroll. Any time cards or time sheet not submitted by this time or that are incomplete will be held until the next pay cycle. The pay period is from Sunday to Saturday.

College Credit and Hours of Instruction

Health Career Institute Faculty & Staff Policies & Procedures Handbook 2-12-2018 Page 26 of 37

Florida State Board of Education Rules define the required minimum number of hours of instruction (or equivalent) for the credits the School may grant. The School's instructional calendar is prepared each year to ensure that all day and evening classes are scheduled to meet or exceed these requirements, including class breaks and examination time. It is of great importance, therefore, that all instructors adhere to the scheduled hours of instruction. If absence from class is necessary, the instructor should contact the program director about arranging a substitute instructor or about scheduling class make-up time. Since exam week is a part of the instructional schedule, **all classes should meet during that week at the times scheduled for examinations.**

In credit classes, fifteen hours in class equals one credit hour. For a student to be considered a full-time student, he/she must take at least 12 credit hours.

E. CLASSROOM INFORMATION FOR FACULTY

Classroom Control

The progress of a class must not be jeopardized by permitting the continued presence of any student whose behavior in any way could adversely affect the class. While the responsibility for the administration of classroom discipline ordinarily rests with the instructor, the president or the Program Director handles all disciplinary problems which are referred to the office. If an adjunct instructor takes disciplinary action concerning a student, the above people must be notified.

There will be no smoking, vaping or other consumption of tobacco products in any classroom or laboratory by students or faculty on School premises.

Speakers

Any instructor who wishes to have a speaker who is not a member of the faculty appear in class is required to notify the appropriate Program Director in advance of the proposed date. Regular contract and budget procedures must be followed, if there is cost involved.

Change in Meeting Locations

Occasionally, instructors find it necessary or desirable to conduct a class session in a different location, classroom, or laboratory other than the one to which they were assigned. Should this occur, prior permission must be obtained from the appropriate program director and signs should be posted at the assigned location to indicate the change.

All classes must meet for the total scheduled hours - in the assigned classroom facility - on the scheduled day or evening. No exceptions will be allowed except with written permission of the appropriate program director.

Duplication Services

Duplication services should be requested far enough in advance to allow the secretarial staff an opportunity to have them prepared. *At least one week's notice is desirable*. If an **emergency** occurs, a copy machine is available in the office. It is not intended to provide large numbers of copies and you are requested to limit these copies.

Purchase of Materials and Supplies

If supplies are needed, faculty members should consult with the appropriate Program Director *well in advance of the date they are needed*. General office supplies (pens, legal pads, etc.) are available in the office.

No materials, supplies, etc., are to be purchased in the School's name without proper authorization.

Desk Copies of Textbooks

Desk copies and examination copies of textbooks will remain the property of Health Career Institute.

F. CLASS RELATED POLICIES

Course Outlines & Syllabi

<u>A course outline and syllabus are required for each course offered by the School</u>. Such outlines are used to assist new instructors in their course preparation, are required for accreditation, are used to determine the course designation in the Florida Statewide Course Numbering System, and are used for curriculum development. Each student will have syllabi by the first day/night of class. Syllabi will also be available online for students and instructors.

Each Program Director keeps on file both course outlines and course syllabi for each course offered in the division, and is responsible for the development of course outlines for new courses proposed. Each course outline and course syllabus should be submitted to the appropriate instructor prior to the first meeting of the class. These outlines are kept on file in the learning resource center.

<u>Course Outline</u>: Official course outlines already exist for all courses offered at Health Career Institute. Faculty will get copies of existing outlines or a generic format for a new course from the Program Director office. The required elements of a course outline are these:

- a. Subject area and course prefix and number
- b. Course title
- c. Credit hours
- d. Catalog course description
- e. Lecture hours per week
- f. Prerequisites
- g. General course objectives
- h. Outline of topics to be addressed in the course
- i. Appropriate readings
- j. Writing assignments
- k. Appropriate outside assignments
- 1. Appropriate assignments that demonstrate critical thinking
- m. Methods of evaluation
- n. Methods of instruction
- o. Required texts and supplies

<u>Course Syllabus</u>: The faculty will receive a syllabus for each class taught. Included in the syllabus will be a brief description of all required assignments, approximate value of each assignment in

Health Career Institute Faculty & Staff Policies & Procedures Handbook 2-12-2018 Page 29 of 37

the course grade, instructor's attendance policy, and instructor's grading scale. A copy of the syllabus must be given to each student at the first class meeting. Syllabi should include:

- a. Instructor's Name and Division
- b. Office Telephone Number and Location
- c. Office hours
- d. E-mail address, if available
- e. Textbook(s), Lab Manuals, Workbooks, etc.
- f. Learning activities (projects, papers, presentations, reading, oral participation, tests, etc.)
- g. Applicable Learning Resources (published materials, tapes, films, slides, charts, models, spécimens, etc.)
- h. Evaluation
- i. Attendance Requirements
- j. Schedule of class events (topics, tests, other learning activities)
- k. Course Objectives
- l. Grading system

Every syllabus must contain the following statements:

Health Career Institute seeks to provide reasonable accommodations for all qualified individuals with disabilities. The School will adhere to all applicable federal, state, and local laws, regulations, and guidelines with respect to providing reasonable accommodations as required affording equal educational opportunity. It is the student's responsibility to register and to contact the faculty member in a timely manner to arrange for appropriate accommodations."

Grading System

The assignment of grades is the sole responsibility of the Program Director and the Vice President of Academic Affairs. Posting grades by name, social security number or verbally giving out a grade over the phone is a violation of the Family Education Rights and Privacy Act (FERPA) and, as such, is not permitted. EMS students will be able to access grades and progress reports on-line through Course Compass.

The quality of a student's performance in any academic course is reported by a letter grade. These grades denote the character of work and are assigned grade points as follows:

- "A" 4 grade points per credit
- "B" 3 grade points per credit
- "C" 2 grade points per credit
- "D" 1 grade point per credit
- "F" 0 grade points per credit
- "T" Transfer No grade point credit applies to transfer credits

"P" Pass - No grade point credit applies. Applies to developmental studies and certain short-term training programs, courses are graded in this manner at the discretion of the College.

"W" Withdrawal - No credit. A grade of "W" is used for students who withdraw or are withdrawn from a course after the drop/add period.

"WA" Withdrawal - No credit. Withdrawn for Unsatisfactory Student Progress. At the discretion of the Program Director.

"WX" Withdrawal - No credit. Withdrawn for Excessive Absences At the discretion of the Program Director

"I" Incomplete - No credit.

Incomplete grades should be used only for emergency reasons, i.e., sickness, accident, etc. Faculty who give a grade of "I" must file the grade on the class roster, and, when work is completed, file a Grade Change form.

A course for which the grade of "I" has been awarded MUST be completed by the end of the next regular semester and another grade ("A", "B", "C," and "D") must be awarded by the instructor based upon course work which has been completed or the "I" automatically becomes the grade of "F".

Attendance

Regular attendance is expected, and is a course requirement in all School courses. Attendance requirements are established by the program and its regulations. The student is responsible for adhering to each program attendance requirements as set forth in the course program. The Instructor will draft an Early Warning Form to notify the student in writing when the student is absent. Failure of the student to adhere to the School's attendance requirements will result in involuntary withdrawal or an "F" grade in the course. Any refund to the student will be in accordance with the School's Refund Policy.

Three tardies equal one absence. Absences exceeding this policy will result in academic withdrawal.

No more than two absences are allowed in the EMT, Paramedic, EMS and Nursing Programs Students must complete 100% of all clinical hours

Class Records, Grade Sheets Etc.

Daily attendance will be taken and recorded by the Instructor both at the beginning and end of Lecture and the beginning and end of Lab. Complete attendance and grade records will be maintained by the Registrar. All necessary class rosters, grade sheets, and other reports will be

Health Career Institute Faculty & Staff Policies & Procedures Handbook 2-12-2018 Page 31 of 37

furnished to the instructor by the Registrar. Rosters and grade sheets must be returned to the administrative office at the end of each class meeting for computation into the database. Permanent records are maintained by the Registrar.

Students will be required to submit all paperwork related to Field Externships attended prior to sitting for end of course final exam. Instructors will collect and review paperwork for accuracy and completeness. The SOAP narrative will be review and critiqued. If changes or corrections are needed, the paperwork will be returned to the student for correction and resubmitted at the next class. All completed paperwork will be submitted to Director of Clinical Operations.

Clinical Instructors will fax or email an attendance roster to the office by 9:30 am the day after the clinical.

Clinical Coordinators will collect all clinical paperwork from the student's previous clinical at the beginning of each clinical. The instructor will review paperwork for accuracy and completeness. The SOAP narrative will be reviewed and critiqued. If changes or corrections are need, the paperwork will be returned to the student for correction and resubmitted at the next clinical.

Paperwork collected will be submitted to the office every one week.

Official Class Lists

The School supplies faculty members with class rosters. The first list is the preliminary roster, which indicates any student registered by the end of the last day of registration. The preliminary roster does not represent official class attendance. However, if there is any student in your class that is not on the roster and who registered during regular registration (not add/drop), he or she should contact the Registrar.

The Revised and the Official Class Roster indicates students who have paid, and are officially enrolled at the School.

However, sometimes students enroll for classes but do not show up for classes. Instructors must review the revised roster, and circle the names of any student who has never attended class. The revised roster should then be signed by the instructor and returned to the Registrar's Office. The Registrar's Office will then drop these students and submit an official class roster at the time of add/drop.

Should instructors have any questions about official class rosters or the monitoring of student attendance, please contact the Registrar's Office or the Program Director.

Final Grade Roster

Grade rosters should be submitted within 48 hours of last day of class. The Registrar's office prefers to receive rosters as early as possible, because of the large number of rosters to input into the computer in a brief period.

Health Career Institute Faculty & Staff Policies & Procedures Handbook 2-12-2018 Page 32 of 37

Mid-term Warning Grades

Instructors will consult with their students regarding mid-term warning grades. In the form of Student Academic Progress Reports (SAP Forms). Copies of which must be signed by both the student and the instructor one copy goes to the student the original must be returned to the office to be placed in the student file.

Explanation of Types of Tests Given (EMS ONLY)

Cognitive Tests

Weekly and daily tests are given to evaluate student progress in the classroom. The midterm and final exam are cumulative and must be passed with applicable minimum grades. There are no make-up exams for the Cumulative Final Exam.

Psychomotor / Skills

The students must show competency in all required skills. Pass / Fail criteria for the Final Practical Skills Evaluation Exam are as follows: Fail up to three stations - retake the station with a different evaluator. Fail any station on a retake - meet with Program Director for direction. Fail two or more stations on the second attempt - meet with Program Director for direction.

A final scenario is also presented at the end of the course that the student must successfully negotiate. This scenario is graded on a pass/fail basis.

Affective

The student will be evaluated on skill competency as well as professionalism, conscientiousness and interest in learning both in the classroom and in the field.

Written Exams and Tests

Exams and tests are given to evaluate the student's progress in the classroom. The midterm, end term and final cumulative exams must be passed with a minimum score of 80% for the EMT and 80% for the Paramedic program.

There are no make-ups for the cumulative final exam.

General Rules Regarding Tests and Exams in EMS Programs: (EMS ONLY)

Prior to administering any test or exam, the instructor must read and make clear the "Compulsory Rules for Taking Exams" found in the front of each class binder.

PM

Passing grade for each and all Paramedic test/exams is 80%

Health Career Institute Faculty & Staff Policies & Procedures Handbook 2-12-2018 Page 33 of 37

The student is allowed two failed tests/exams total each semester, this *does not* apply to a cumulative final exam.

If a student fails more than two test/exams total within a semester they will be academically withdrawn.

The student must take the test/exam test on the date it is scheduled. If the student does not make arrangements with the Program Director prior to the test/exam date the student will receive an unexcused absence and a grade of 0% on the missed test/exam. The student must call the office to schedule a make-up test/exam prior to the next class meeting.

The cumulative final exam for the Paramedic program must be passed with a minimum of 80%, there is no make-up exam.

If the student does not pass a test or exam:

The student must make-up the exam to prove competency in the material covered.

The make-up test or exam must be taken prior to the next class meeting. If the student does not retake the exam within this time it will constitute a failed test or exam and the student will be withdrawn from the program.

The make-up must be passed with a minimum score of 80% (EMT) or 80 % (Paramedic) When the student passes the make-up, they will receive a score of 80% (EMT) or 80 % (Paramedic) which will be averaged into their grades, not the make-up score.

If the student misses the scheduled exam:

If the student does not have excused absences, the student must call the School and make arrangements to take the make-up exam prior to the next class meeting.

The student will be given a 0% for the scheduled test/exam missed.

The student will be given the make-up test/exam. The make-up must be passed with a minimum score of an 80% (EMT) or 80 % (Paramedic). When the student passes the make-up, they will receive a score of 80% (EMT) or 80 % (Paramedic) which will be averaged into their grades, not the make-up score. If they do not pass the make-up exam, it will be considered the second failed test/exam and the student will be academically withdrawn.

General Rules Regarding Lab Scenarios in EMS Programs:

Students are to attend all labs as scheduled. Skills are to be assessed and signed off by instructors as students show proficiency. A Skill Sign-In sheet will be at each skill station. It is the instructors' responsibility to assure that each student signs in as they attend that skill station.

Student skill sheets will be maintained in a Class Lab Folder and given to lead Lab Instructor for that day. All sheets and folder are to be returned to the office at the end of the class. All skill sheets assigned must be completed prior to sitting for the semester final exam. Failure to complete required skills sheet will result in an "I" for that semester and the student will not be permitted to register for the next semester.

Health Career Institute Faculty & Staff Policies & Procedures Handbook 2-12-2018 Page 34 of 37

Final semester scenarios will be pass/fail. If a student fails a final scenario, students will be allowed one make-up scenario. Should the student fail the make-up scenario, the student will fail that semester.

General Rules Regarding Clinical Externships in EMS Programs:

Students are to attend all Clinical Externships as scheduled. Students must call clinical instructor or office prior to missing a scheduled clinical or if they are going to be late. Clinical Instructors are to collect and review all paperwork from student previous clinical at the beginning of each clinical. They are to review patient contact report with student for completeness and accuracy. SOAP narratives are to be reviewed and corrected if needed and returned at next clinical. Instructors will submit all completed paperwork every two weeks. Daily clinical roster are to be faxed to the office by 9:30 the day of the clinical. Instructors have access to their schedule and scheduled students on Platinum Planner.

Graduation Requirements for EMS Programs

The final decision as to whether the student passes is determined by and is at the sole discretion of the Medical and or EMS Director. The determination is based on an overall assessment of the students' performance including but not limited to overall grade average clinical performance evaluation, attitude, general performance, knowledge of clinical areas of study and judgment exhibited by the student throughout the course. It must be stressed that grade point average is not the sole determinant of the diploma of completion received on the last day of class providing the student has met all requirements for graduation.

Absence of an Instructor from a Class

If an instructor must miss a class because of illness or unforeseen circumstance, he or she must notify the appropriate program director, as soon as possible. Every attempt should be made to reach the Program Director.

A substitute is required/needed in his/her absence, and he or she should contact the Program Director as soon as possible. So that a substitute made be found so as not to cancel the class.

Delay of an Instructor in Meeting a Class

If an instructor must be late for a class session, he or she must notify as soon as possible, the School and the Program Director so that adequate provision can be made for the class.

If an Instructor fails to inform appropriate personnel of any or all the circumstances they will be issued a written EIP by the Program Director and or the Chief Academic Officer this form will become part of their file and considered at Review.

G. LIBRARY SERVICES

Faculty are encouraged to notify the Librarian prior to giving class assignments requiring use of the library, to identify available materials and to place on reserve those items that should be available in the LRC for all students in the class. This protects the collection and ensures that required materials for students will be available. Items may be placed on reserve for in-library

Health Career Institute Faculty & Staff Policies & Procedures Handbook 2-12-2018 Page 35 of 37

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 292 of 1026

use only, or for limited checkout as requested by the Instructor and specified by the Librarian. You may put your personal books or articles on reserve (many instructors do) and we will protect them while making them available to your students in the manner that you request.

VIII. SEPARATION FROM THE COMPANY

A. TERMINATION

Your employment is at-will. This means that either you or the Company may terminate the employment relationship at any time, for any reason, with or without notice or cause. HEALTH CAREER INSTITUTE will consider you to have voluntarily terminated your employment if you do any of the following:

- 1. Resign from the Company
- 2. Fail to return from an approved leave of absence on the date specified by the Company or
- 3. Fail to report to work or call in for three (3) or more consecutive workdays.

B. RESIGNATION

Resignation is a voluntary decision by an employee to terminate his/her employment with HEALTH CAREER INSTITUTE. In such cases, we ask to you to give us at least two weeks' notice should you decide to resign. The courtesy of advance notice will allow us time to adjust working and class schedules and attempt to secure a replacement

C. COMPANY PROPERTY

Any Company property issued to you, or in your possession, must be returned to HEALTH CAREER INSTITUTE at the time of your separation.

Health Career Institute Faculty & Staff Policies & Procedures Handbook 2-12-2018 Page 36 of 37

ACKNOWLEDGMENT AND RECEIPT OF HANDBOOK

The employee Handbook describes important information about Health Career Institute, and I understand that I should consult the President or one of the Co-CEO's regarding any questions not answered in the Handbook.

I understand that the Company has the right to modify, revoke, suspend, terminate or change any of the policies, procedures or benefits described in the Handbook, in whole or in part, at any time, with or without notice to me or any other employees. This Handbook and the policies and procedures contained herein supersede any and all prior practices, oral or written representations, or statements regarding the terms and conditions of my employment with Health Career Institute.

I understand and agree that none of the policies and procedures described in this Handbook can be construed as an employment contract, either express or implied. I further understand that I am an at-will employee, and I may leave or be terminated from employment at the Company at any time, for any reason or no reason.

I have received the Handbook, and I understand that it is my responsibility to read and comply with the policies contained herein and any revisions made to it.

Employee's Signature

Date

Employee's Name (Print)

TO BE SIGNED AND PLACED IN EMPLOYEE'S PERSONNEL FILE

Health Career Institute Faculty & Staff Policies & Procedures Handbook 2-12-2018 Page 37 of 37

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 294 of



1764 North Congress Avenue

West Palm Beach, Florida 33409

(561) 586-0121 Office (561) 471-4010 Fax

AFFILIATION AGREEMENT

This Agreement made and entered into on this date, July 3, 2017, between The Cabana at Jensen Dunes, referred to as "Clinical Facility," and Health Career Institute Main Campus at 1764 N. Congress Ave, West Palm Beach, Florida 33409 and Lauderdale Lakes, 4850 W. Oakland Park Boulevard, Suite 123, Lauderdale Lakes, FL, 33313 a public corporation under the laws of the State of Florida, hereinafter referred to as "SCHOOL".

Whereas, the parties hereto desire to enter into a contractual arrangement providing for education and training of students in the Paramedic, Emergency Medical Technician (EMT), and Associate in Science degree in Nursing (A.D.N.) program.

NOW THEREFORE, It Is Agreed Between The Parties As Follows:

1. The School has undertaken to educate and train students in the Paramedic, EMT and Associate in Science degree in Nursing (A.D.N.) program.

2. The programs shall be under the auspice of the School, as defined in Florida State Statutes Chapter 401, Administrative Code 64E-2.036 and 464.019 (1)(g)(h), 464.019 (1)(f)(g), 464.019 and 120.60, Training Program.

3. This agreement shall continue for three (3) years and may be renewed annually by the mutual consent of both parties. This agreement may be terminated by either party with or without cause upon thirty (30) days prior written notice, but such termination shall not be effective as to the then enrolled students who shall have an opportunity to complete their program.

The School Further Agrees To:

1. The School hereby represents that it has complied and shall continue to comply with all applicable Federal and State statutes and local ordinances. Further, the School shall be solely responsible for obtaining and complying with all necessary permits, approvals and

> Revised 9.28,15 Page 1 of 4

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 295 of 1026

authorizations required for the training programs, which are the subject of this Agreement from any federal, state, regional, county, or city agency.

2. Ensure that students in the program are subject to and comply with the rules and regulations of the School and receive the training and certification required by Statutes Chapter 401, Administrative Code 64E-2.036 and 464.019 (1)(g)(h), 464.019 (1)(f)(g), 464.019 and 120.60, Training Program and Clinical Sites.

3. Adhere to the policies and procedures established by the clinical site to include Exposure Control Plan for Blood Borne Pathogens and all related Infectious Control Policies.

4. Consult with the clinical site designee selecting clinical experiences for the students of the program. However, the School acknowledges and hereby agrees that such clinical experiences shall ultimately be decided by the clinical site and as the circumstances may permit.

5. Provide a list of students and the dates for which such students are expected to participate in the clinical experiences to Clinical Site.

6. The School shall ensure that each student provides at his or her own expense the following: (a) Uniforms (b) Laundry service (c) Transportation (d) Meals (e) Physical examination (f) Required immunizations (g) Hospital and medical treatment (i) Personal/private accident insurance or evidence of such protection so as to include Professional liability insurance coverage of not less than \$1,000,000.00 per occurrence and \$3,000,000.00 aggregate. Such insurance shall specifically include the Clinical Site as an additional insured.

7. No student shall perform any procedure(s) on a patient unless such student has previously demonstrated sufficient competency at such procedure(s) to satisfy any federal, state, regional, county, city and/or educational requirement(s) for the performance of such procedure(s).

The Clinical Site Further Agrees To:

1. Provide the necessary facilities for clinical experiences for Paramedic, EMT and Associate in Science degree in Nursing (A.D.N.) program.

2. Cooperate in the assignments of the students at The Clinical Site with staff of the School, however; such assignments shall be in accordance with the Clinical Sites established shifts, available qualified supervisory personnel and station availability.

3. Provide liaison between the Clinical Site administrator and the School Program

Health Career Institute Affiliation Agreement - revised 6-21-17

Page 2 of 5

Coordinator.

4. Provide for supervision at all times of students while participating in the clinical setting at the Clinical Site.

Both Parties Further Agree as Follows:

1. No student shall in connection with this agreement or performance of services hereunder have a right to or claim for any wages, salary, or any other form of compensation, unemployment compensation, civil service or other employee rights, privileges and/or benefits granted by operation of law or otherwise. No student shall be deemed an employee of the Clinical Site, for any purpose, during the performance of services hereunder.

2. Neither party to this Agreement nor their respective officers, agents, representatives or employees shall be deemed to have assumed any liability for the negligent or wrongful acts or omissions of the other.

3. To the extent permitted by law, the SCHOOL, shall indemnify and save harmless and defend the Clinical Site, its agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action which may arise from any negligent act or omission of the SCHOOL, its students, agents, servants, or employees in the performance of services under this Contract. Nothing in this provision shall be construed as consent by the Clinical Site to be sued.

4. This Agreement and any dispute, disagreement, or issue of construction, declaration or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided herein, performance or breach shall be governed and interpreted according to laws of the State of Florida. If any action, whether in law, equity or otherwise is brought for the interpretation or enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

5. The Clinical Site and the SCHOOL, agree that this Agreement sets forth the entire

Health Career Institute Affiliation Agreement - revised 6-21-17

Page 3 of 5

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 297 of

agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties.

7. This agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

8. In the event that any section, paragraph, sentence, clause, or provision hereof is

held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

AUTHORIZATION OF AGREEMENT WITH FACILITY AND SCHOOL

Name of Facility: The Cabana at Jensen Dunes Address: 1537 NE Cedar Street City, State, Zip Code: Jensen Beach, FL 34957 Name of Contact: **Deniese Williams** Title of Contact: **Executive Director** Phone Number of Contact: 772-332-1000 Email of Contact: DWilliams@iensendunes.com

Facility Administrator (PRINT NAME)

Health Career Institute. (West Palm Beach Main Campus) 1764 North Congress Avenue

West Palm Beach, FL 33409

Sherry Raber, MMHC, MSN, RN **Director of Nursing** 561.586.0121 SRaber@hci.edu

<u>>herry Rober 1/1/</u> Dool Administrator (PRINT NA

Facility Signature

Lauderdale Lakes (Branch of West Palm Beach) 4850 W. Oakland Park Boulevard Suite 123 Lauderdale Lakes, FL 33313

Sherry Raber, MMHC, MSN, RN **Director of Nursing** 561-586-0121 SRaber@hci.edu

re Date 7/1/17

Health Career Institute Affiliation Agreement - revised 6-21-17

Page 4 of 5

STUDENT AFFILIATION AGREEMENT

THIS AGREEMENT by and between Health Career Institute located at: 1764 North Congress Ave, West Palm Beach, FL 33409 (hereinafter SCHOOL), and MARTIN MEMORIAL HEALTH SYSTEMS, INC., d/b/a Martin Health System P. O. Box Trabition 9010, Stuart, Florida 34995, (hereinafter AGENCY).

WITNESSETH

a.

g.

١.

The AGENCY hereby agrees to provide their facilities to the SCHOOL and the SCHOOL agrees to the usage of such facilities under the following conditions:

1. PLANNING FOR STUDENT INSTRUCTION:

a. The faculty and students in the (Nursing Program), at the SCHOOL may utilize the departments of the AGENCY for clinical experience. The days and hours for clinical experience will be planned by the faculty of the SCHOOL. The appropriate staff at the AGENCY will be consulted as to the days and hours planned. SCHOOL shall submit to the AGENCY, a description of its current plan for the clinical experience, including objectives, learning activities, responsibilities of the students, nature of the supervision provided, and such other information as may be necessary to outline the content of the clinical experience,

The AGENCY shall provide information to the SCHOOL regarding facilities, housing (where applicable), b. transportation, medical examination, testing and immunization requirements, other special requirements or restrictions, and such other information as may be useful for the student to know in advance.

2. SPECIFIC RESPONSIBILITIES OF THE AGENCY:

- To provide within available facilities, adequate classroom and conference space and the use of any available instructional materials.
- To provide in writing to the SCHOOL the name and professional and academic credentials of the person b. responsible for the clinical experience program at the AGENCY, hereinafter referred to as the Clinical Coordinator of Clinical Experience (CCCE).
- To provide clinical experience. c.
- The AGENCY has the overall authority over the facilities and grounds and for the safety of all persons therein. d.
- To provide a general hospital and unit/department specific orientation, including blood borne pathogen and e. hazardous material instruction.
- f. To provide training in the AGENCY'S Exposure Control Plan, Safety, Employee Health and Infection Control Programs, including the location of personal protective equipment.
 - The AGENCY agrees to inform the SCHOOL of any changes in staffing or in its service program that will affect the clinical education experience. The AGENCY will make every effort to Inform the SCHOOL of such changes at least one month in advance of the commencement of the clinical experience period.
- h. The AGENCY agrees to provide immediate emergency medical care to the SCHOOL'S faculty and students, at their own expense, in the event of injury or illness.
 - The AGENCY agrees to inform both the SCHOOL and the student concerning the student's level of clinical growth and competence and to complete one or more evaluation reports on forms to be provided by the SCHOOL. The evaluation process shall include a conference between the student and supervisor at the times the report is competed. The evaluation report(s) shall be sent to the SCHOOL on the date(s) requested. The AGENCY further agrees to maintain such other records as may be requested by the SCHOOL to evaluate each student's performance in the program.

j.

k.

÷Ŀ.

з.

k.

The AGENCY agrees, upon reasonable request made by the SCHOOL at any time during or after the Program, to permit inspection of its facilities, student records, or other records or items, which pertain in any way to the Program or to the SCHOOL's students, by the SCHOOL and accrediting agencies. The AGENCY agrees not to dispose of or destroy such records for a period of at least three years after the termination of this AGREEMENT.

The AGENCY shall maintain the right to accept, reject, or suspend any student, before or during the program, for cause, and make appropriate notification to the SCHOOL.

The AGENCY shall carry, at its sole cost and expense, professional and general liability insurance with limits of at least \$1,000,000 per occurrence, and at least \$3,000,000 in the aggregate, covering its employees.

SPECIFIC RESPONSIBILITIES OF THE SCHOOL:

The SCHOOL will designate a faculty member to work with the AGENCY in coordinating the academic a. aspects of the student's education with the clinical experience. In the event that it becomes necessary to cancel a reserved space or change a student's assignment, the SCHOOL will make every effort to notify the AGENCY in advance of the scheduled beginning of the clinical education experience.

To coordinate through proper AGENCY channels the planning for the appropriate clinical experience. b.

The SCHOOL shall be responsible for selecting only those students who have successfully completed all C. the prerequisite courses and /or previous clinical education experiences as specifically requested by the AGENCY.

The SCHOOL shall inform the AGENCY of the level of training the students have received prior to this d. placement. The SCHOOL shall provide the AGENCY with current information about its curriculum and clinical education goals.

The SCHOOL may withdraw any student from the Program whose progress, achievement, or adjustment e. does not appear to justify his/her continuing with the Program. Wherever possible, such withdrawal shall be planned cooperatively by the SCHOOL and the AGENCY.

To comply with all existing policles of the AGENCY. f.

Clinical instructors from the SCHOOL will participate in AGENCY orientation if required. g.

The SCHOOL represents that each student assigned to the AGENCY, while participating in a required h. student curriculum activity, is covered by Student Professional Liability insurance with limits of at least \$1,000,000 per occurrence and at least \$3,000,000 in the aggregate. Each faculty member while acting within the scope of his/her required duties is covered by Teachers Professional Liability insurance with limits of at least \$1,000,000 per occurrence and at least \$3,000,000 in the aggregate. The SCHOOL shall, furnish the AGENCY a certificate evidencing such insurance.

Furthermore, it is expressly agreed and understood that the students participating in the program shall i. not be deemed employees, agents or servants of the AGENCY for any purpose, nor shall they be entitled to any fringe benefits, Workers' Compensation, disability, unemployment or any other benefits or rights normally afforded to employees of the AGENCY.

Faculty/Instructors will provide the AGENCY with student roster, clinical objective, and clinical schedule i. prior to the beginning of student rotation.

The SCHOOL will notify the student that he or she is responsible for:

1. Adhering to ethical and professional practices of maintaining confidentiality of the AGENCY'S patient and corporate information. The student must sign a confidentiality statement prior to I.

m.

n.

0.

a.

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 300 of

beginning the assignment. Students shall use de-identified patient information when preparing course work.

- 2. Adhering to the policies and procedures of the AGENCY.
- 3. Providing appropriate uniform where required.
- 4. Their own personal property.
- 5, Arranging for his/her own transportation.
- 6. Obtaining housing and meals when not provided by the AGENCY.
- Providing documentation of student's medical clearance prior to beginning of student rotation. Medical clearance includes: status of hepatitis B vaccination or signed refusal; proof of rubella and rubeola vaccination or antibodies; proof of negative PPD no older than 12 months prior to clinical experience (if positive, must show negative chest x-ray); varicella status.
- 8. Notifying student of the annual flu vaccine requirement which stipulates that unvaccinated individuals are required to wear a mask when six feet of patients.
- 9. Providing to the AGENCY evidence of health insurance.
- 10. Providing to the AGENCY evidence of Student Liability insurance,
- 11. Obtaining prior written approval from the AGENCY and the SCHOOL before publishing any material relating to the clinical experience,
- 12. Completing HIPAA privacy education provided by the AGENCY prior to the start of the practical experience.
- 13. In accordance with the SCHOOL'S guidelines, student is responsible at their own cost to provide proof of a negative drug screen prior to beginning practical experience with AGENCY.

The SCHOOL will inform Instructors supervising students within the AGENCY, that they are required to sign AGENCY confidentiality statement.

In the event of a blood/body fluid exposure to a student, the student is responsible for providing or arranging for follow-up care at the student's expense. The SCHOOL shall notify student that AGENCY does not maintain records of any exposure or follow-up, except for medical records of patient care rendered by facility in the normal course of business.

SCHOOL shall sign attestation, provided by AGENCY, confirming that medical clearance form completed by student is correct and the school has retained documentation.

In the event any student or its faculty receives any Protected Health Information (PHI), as defined in the Health Insurance Portability and Accountability Act of 1996, the SCHOOL agrees to either return any PHI to student providing such, for de-identification by student, or to keep confidential any PHI and to destroy PHI upon completion of course work. If, as a result of SCHOOL's or a student's breach of HIPAA or Florida Statute 817.5681 (Breach of security concerning confidential personal information in third-party possession), AGENCY is required to contact individuals whose PHI or personal information is the subject of the breach, SCHOOL shall reimburse AGENCY for the direct costs associated with fulfilling the notification requirements of each law, which costs include the contacting of such individuals.

The School agrees to conduct state background checks according to residency, including but not limited to p. criminal history, done within 1 year of affiliation for each new Student receiving educational services at MMHS.

GENERAL PROVISIONS: 4,

The SCHOOL will disclose information from a student's educational record, as appropriate, to personnel at the AGENCY who have a legitimate need to know in accordance with the Family Educational Rights and Privacy Act. The AGENCY hereby agrees that its personnel will use such information only in furtherance of the clinical education program for the student, and that the information will not be disclosed to any other person without the student's prior written consent.

INDEMNIFICATION b.

Each party shall indemnify, defend and hold the other party, and its employees, agents, officers, trustees, and directors, as applicable, harmless from and against any and all claims, actions, liabilities, losses, damages, costs,

c.

d.

e.

f.

5.

a.

b.

penalties and expenses, including reasonable attorneys' fees at all levels of litigation, costs, and interest, which may be sustained or incurred by the other party at any time., due the party's negligent acts or omissions in the performance or failure to perform the services, responsibilities and duties set out in this Agreement.

Each party agrees that it shall give the other party prompt notice of any claim, threatened, or made, or suit Instituted against it, which could result in a claim for indemnification.

It is mutually agreed that no person shall be subject to unlawful discrimination by either SCHOOL, or AGENCY.

The AGREEMENT may be modified by written amendment signed by duly authorized representative of each party.

GOVERNING LAW: This Agreement shall be governed, interpreted and construed under the laws of the State of Florida, with venue in Martin County for any legal proceedings.

TERM:

This AGREEMENT shall be effective for an indefinite duration commencing upon date of signature by both parties. Failure to provide proof of current insurance requirements shall void this contract.

This AGREEMENT may be terminated by either party giving sixty days notice in writing to the other party by certified or registered mail at the address hereafter set forth. Such termination shall not take effect, however, until the students already accepted for placement in the Program have completed their scheduled clinical training period.

The undersigned, representing the institutions aforementioned, subscribe to the terms of this AGREEMENT and hereby affix their signatures.

Signature dmillistrator & Chief Nursine Office MACK Martin Memorial Health System inc PO Box 2010 Stuart, FL 84995 Signature Name: Michelle Ugalde RN=MSN

Title: Director of Nursing

hool Health Career Instit

Signature Date Name Title, School

Contact for Insurance or Contract:

Revised 11/10/99, 9/8/01, 2/18/02, 8/23/05, 03/2010, 6/28/10, 9/26/13 Approved by Risk, Legal & HR

AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT ("Agreement") is made and entered into as of the later of November 1, 2013, or the execution of the Agreement by both parties (the "Effective Date") between Health Career Institute ("School"), and Delray Medical Center, Inc., a Florida corporation ("Hospital").

RECITALS:

School offers to enrolled students a degree program in the field of Paramedic to Α Nursing (ADN Bridge Nursing Program).

Hospital operates a comprehensive inpatient facility licensed in the State of В Florida ("State").

C School desires to provide to its students a clinical learning experience through the application of knowledge and skills in actual patient-centered situations.

D Hospital has agreed to undertake training activities and to make its facility available to identified students of School for such purposes.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. **RESPONSIBILITIES OF SCHOOL.**

a. Clinical Program. School shall be responsible for the implementation and operation of the clinical component of its program at Hospital ("Program"), which Program shall be approved in advance by Hospital. Such responsibilities shall include, but not be limited to, the following (i) orientation of students to the clinical experience at Hospital; (ii) provision of classroom theory and practical instruction to students prior to their clinical assignments at Hospital; (iii) preparation of student/patient assignments and rotation plans for each student and coordination of same with Hospital; (iv) continuing oral and written communication with Hospital regarding student performance and evaluation, absences and assignments of students, and other pertinent information; (v) supervision of students and their performance at Hospital; (vi) participation, with the students, in Hospital's Quality Assurance and related programs; and (vii) performance of such other duties as may from time to time be agreed to between School and Hospital.

All students, faculty, employees, agents and representatives of School participating in the Program while on Hospital premises ("Program Participants") shall be accountable to Hospital's Administrator. School shall be responsible for causing all Program Participants to comply with the terms of this Agreement.

Ъ. Student Statements. School shall require each Program Participant to sign a Statement of Responsibility in the form attached hereto as Exhibit A, and a Statement of Confidentiality in the form attached hereto as Exhibit B.

Health Career Institute ADN Bridge RN Prog.doc 10/07/13

1

Health of Program Participants. School shall provide to Hospital C. satisfactory evidence that each Program Participant is free from contagious disease and does not otherwise present a health hazard to Hospital patients, employees, volunteers or guests prior to his or her participation in the Program. Such evidence shall include without limitation the completion of a two step tuberculin skin test (within the last six months) or evidence that each Program Participant is free of symptoms of pulmonary disease if the skin test is positive, a chest x-ray following a positive TB test result, negative drug screening, physical examination, proof of rubella, and rubeola immunity by positive antibody titers or 2 doses of MMR, and evidence of completion of the series of three hepatitis B vaccinations (if required by applicable law or Hospital policy). School and/or the Program Participant shall be responsible for arranging for the Program Participant's medical care and/or treatment, if necessary, including transportation in case of illness or injury while participating in the Program at Hospital. In no event shall Hospital be financially or otherwise responsible for said medical care and treatment.

d. Dress Code; Meals. School shall require the students assigned to Hospital to dress in accordance with dress and personal appearance standards approved by School. Such standards shall be in accordance with Hospital's standards regarding same. Program Participants shall pay for their own meals at Hospital.

Performance of Services. All faculty provided by School shall be duly e. licensed, certified or otherwise qualified to participate in the Program at Hospital. School shall have a specially designated staff for the performance of the services specified herein. School and all Program Participants shall perform its and their duties and services hereunder in accordance with all relevant local, state, and federal laws and shall comply with the standards and guidelines of all applicable accrediting bodies and the bylaws, rules and regulations of Hospital and any rules and regulations of School as may be in effect from time to time. Neither School nor any Program Participant shall interfere with or adversely affect the operation of Hospital or the performance of services therein.

OSHA Compliance. School shall be responsible for compliance by f. Program Participants with the final regulations issued by the Occupational Safety and Health Administration governing employee exposure to bloodborne pathogens in the workplace under Section VI(b) of the Occupational Safety and Health Act of 1970, which regulations became effective March 6, 1992, and as may be amended or superseded from time to time (the "Regulations"), including, but not limited to accepting the same level of responsibility as "the employer" would have to provide all employees with (1) information and training about the hazards associated with blood and other potentially infectious materials, (2) information and training about the protective measures to be taken to minimize the risk of occupational exposure to bloodborne pathogens, (3) training in the appropriate actions to take in an emergency involving exposure to blood and other potentially infectious materials, and (4) information as to the reasons the employee should participate in hepatitis B vaccination and post-exposure evaluation and follow-up. School's responsibility with respect to the Regulations also shall include the provision of the hepatitis B vaccination or documentation of declination in accordance with the Regulations.

Training. Prior to a student's first assignment at Hospital, the assignment g. of a School employee, agent or representative to work at Hospital or the first date of service

Health Career Institute ADN Bridge RN Prog.doc 10/07/13

2

(after the Effective Date) of a faculty member at Hospital, School shall require that the individual view a videotape regarding Hospital's patient information privacy policies and practices provided to School by Hospital pursuant to the license grant in Section 13 hereof (the "Video") in its entirety and achieve a passing score (as defined by Hospital from time to time) on the questions at the end of the Video. School shall maintain training records for a minimum of six years, including, without limitation, the names of those students, School employees, agents, representatives and faculty members that viewed the Video, date and time that each viewed the Video and the score that each received on the questions at the end of the Video ("Training Records"). Further, School shall make the Training Records available to Hospital promptly, and without charge, upon Hospital's request.

Background Verifications. School acknowledges that all of its Program h. Participants, to include Instructors and Students, shall provide Hospital with a description of its background investigation processes, shall attest to Hospital School has completed a background check for each Program Participant in the form attached hereto as Exhibit C, and disclosed to Hospital any positive findings for a Program Participant to the extent permitted by law and shall provide Hospital or its designee access to the background screening results upon reasonable notice. A background check will be considered "Completed" if it includes, at a minimum, all of the following elements: (1) has been completed within the 6 months period prior to placement of the Program Participant; (2) confirmation that the Program Participant is not listed as sexual offender and, requested by Hospital, in any child abuse registry; (3) evidence that the Program Participant is eligible to participate in all federal and state health programs and verification that the Program Participant is not on the OIG or GSA exclusion list; (4) Social Security Number trace to verify the individual's identity, aliases, and determine a residential history; (5) criminal search (7 years) in current and previous states/counties of residence; and (6) any other element required by Hospital to meet state law requirements (e.g., AHCA Level II background screening). Hospital shall have the right to require the withdrawal of any Program Participant in the event that such individual fails to meet the background standards established by Hospital for placement in the Hospital. In the event that the School elects to have the Hospital complete the background check utilizing Hire Right services, the School will reimburse the Hospital any expenses incurred in completing the background check.

Drug Screens. Drug testing of students will only be performed in the i. event of reasonable suspicion and/or post incident. The screen will be conducted at the facility in which the student is attending.

Indemnification. School shall indemnify and hold Hospital harmless j. from and against any and all liability and costs, including attorneys' fees, resulting from a breach of Subsection 7.d. by School, Program Participants, School's agents or subcontractors.

2. **RESPONSIBILITIES OF HOSPITAL.**

Hospital shall accept the students assigned to the Program by School and a. cooperate in the orientation of all Program Participants to Hospital. Hospital shall provide the opportunities for such students, who shall be supervised by School and Hospital, to observe and assist in various aspects of patient care. Hospital shall coordinate School's rotation and

3

assignment schedule with its own schedule and those of other educational institutions. Hospital shall at all times retain ultimate control of the Hospital and responsibility for patient care.

b. Upon the request of School, Hospital shall assist School in the evaluation of each Program Participant's performance in the Program. However, School shall at all times remain solely responsible for the evaluation and grading of Program Participants.

3. **MUTUAL RESPONSIBILITIES.** The parties shall cooperate to fulfill the following mutual responsibilities:

a. Students shall be treated as trainees who have no expectation of receiving compensation or future employment from Hospital or School.

b. Any courtesy appointments to faculty or staff by either the School or Hospital shall be without entitlement of the individual to compensation or benefits for the appointed party.

4. WITHDRAWAL OF PROGRAM PARTICIPANTS.

a. Hospital may immediately remove from the premises any Program Participant who poses an immediate threat or danger to personnel or to the quality of medical services or for unprofessional behavior.

b. Hospital may request School to withdraw or dismiss a Program Participant from the Program at Hospital when his or her clinical performance is unsatisfactory to Hospital or his or her behavior, in Hospital's discretion, is disruptive or detrimental to Hospital and/or its patients. In such event, said Program Participant's participation in the Program shall immediately cease. Subject to the provisions of Subsection 4.a. above, it is understood that only School can dismiss the Program Participant from the Program at Hospital.

5. INDEPENDENT CONTRACTOR. The parties hereby acknowledge that they are independent contractors, and neither the School nor any of its agents, representatives, students or employees or Program Participants shall be considered agents, representatives, or employees of Hospital. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto. School shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No Program Participant shall look to Hospital for any salaries, insurance or other benefits. The provisions set forth herein shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

6. NON-DISCRIMINATION. There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, sexual orientation, veteran status, disability or other legally protected classification in either the selection of students, or as to any aspect of the clinical training; provided, however, that with respect to disability, the disability must not be such as would, even with reasonable accommodation, in and of itself preclude the student's effective participation in the Program.

Health Career Institute ADN Bridge RN Prog.doc 10/07/13

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 306 of

. 1026

7. CONFIDENTIALITY.

a. **Hospital Information.** School recognizes and acknowledges that, by virtue of entering into this Agreement and fulfilling the terms of this Agreement, School and Program Participants may have access to certain information of Hospital that is confidential and constitutes valuable, special and unique property of Hospital. School agrees that neither School nor any Program Participant will at any time, (either during or subsequent to the term of this Agreement), disclose to others, use, copy or permit to be copied, without Hospital's express prior written consent, except in connection with the performance of School's and Program Participant's duties hereunder, any confidential or proprietary information of Hospital, including, without limitation, information which concerns Hospital's patients, costs, or treatment methods developed by Hospital, and which is not otherwise available to the public.

b. **Terms of Agreement.** Except for disclosure to School's legal counsel, accountant or financial advisors (none of whom shall be associated or affiliated in any way with Hospital or any of its affiliates), neither School nor any Program Participant shall disclose the terms of this Agreement to any person, unless disclosure thereof is required by law or otherwise authorized by this Agreement or consented to by Hospital in writing. Unauthorized disclosure of the terms of this Agreement shall be a material breach of this Agreement and shall provide Hospital with the option of pursuing remedies for breach, or, notwithstanding any other provision of this Agreement, immediately terminating this Agreement upon written notice to School.

c. Patient Information. Neither School nor any Program Participant shall disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by Hospital in writing, any medical record or other patient information regarding Hospital patients, and School and Program Participant shall comply with all federal and state laws and regulations, and all bylaws, rules, regulations, and policies of Hospital and Hospital's medical staff, regarding the confidentiality of such information. School acknowledges that in receiving or otherwise dealing with any records or information from Hospital about Hospital's patients receiving treatment for alcohol or drug abuse, School and Program Participant are bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2, as amended from time to time.

d. Privacy of Health Information. School acknowledges that Hospital must comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, codified at 42 U.S.C. § 1320 through d-8 ("HIPAA"), and the requirements of any regulations promulgated thereunder, including, without limitation, the federal privacy regulations as contained in 45 C.F.R. Parts 160 and 164, and the federal security standards as contained in 45 C.F.R. Parts 160, 162 and 164 (collectively, the "Regulations"). Accordingly, Hospital may only disclose Protected Health Information, as defined in 45 C.F.R. 164.501, or Individually Identifiable Health Information, as defined in 42 U.S.C. § 1320d(6) (collectively, "Protected Health Information") to a student for purposes of providing treatment to Hospital patients or training the student to be a health care provider. A student may only request or use Protected Health Information about a Hospital patient for treatment and Hospital training program purposes. A student may only disclose Protected Health Information about a Hospital patient for treatment and Hospital patient for treatment purposes to other health care

Health Career Institute ADN Bridge RN Prog.doc 10/07/13 providers involved in the patient's treatment or to Hospital's workforce members involved in the student's training program for hospital's training program purposes. A student shall not disclose Protected Health Information to School or its faculty, employees, agents or representatives unless direct patient identifiers are removed to create a limited data set in accordance with the limited data set standard at 45 C.F.R § 164.514(e) and the disclosure is pursuant to a limited data set use agreement between Hospital and School that satisfies Hospital's obligations under the limited data set standard. A student may disclose a patient's health information that has been deidentified in accordance with the de-identification standard at 45 C.F.R. § 164.514(a) - (c) to School or its faculty, employees, agents or representatives for School's use in evaluating the student.

School, students and other Program Participants shall not request, use or further disclose any Protected Health Information other than for the treatment and training purposes specified in this Agreement. School and Program Participants will implement appropriate safeguards to prevent the request for, use or disclosure of Protected Health Information other than as permitted by this Agreement. School will promptly report to Hospital any uses or disclosures, of which School or Program Participants become aware, of Protected Health Information in violation of this Agreement. In the event that School contracts with any agents or independent contractors to whom School provides Protected Health Information, School shall include provisions in such agreements pursuant to which School and such agents or independent contractors agree to the same restrictions and conditions that apply to School with respect to Protected Health Information. School will make its internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of the United States Department of Health and Human Services to the extent required for determining compliance with HIPAA and the Regulations.

In the event a Hospital patient (or the patient's personal representative) requests access to Protected Health Information in a Designated Record Set (as defined in 45 C.F.R. § 164.501) of Hospital from School or a Program Participant, School or the Program Participant shall immediately forward such request and any such Protected Health Information in its, his or her possession to Hospital. If a Hospital patient (or the patient's personal representative) requests an amendment of Protected Health Information in a Designated Record Set of Hospital from School or a Program Participant, then School shall or the Program Participant shall immediately forward such request and any such Protected Health Information in its, his or her possession to Hospital. Further, School or Program Participant shall incorporate any amendment approved by Hospital into any amended Protected Health Information in School's or Program Participant's possession.

If School or a Program Participant receives a request for an accounting of disclosures of Protected Health Information from a Hospital patient (or the patient's personal representative), then School or the Program Participant shall within five days forward the request to Hospital. School shall assist Hospital to determine whether any such request for an accounting is a request for an accounting of Hospital's disclosures or of School's disclosures. If Hospital determines that the request is a request for an accounting of School's disclosures and School is a Covered Entity (as defined in 45 C.F.R. § 160.103), then School shall provide the patient with the accounting required by 45 C.F.R. § 164.528. If Hospital determines that the request is a request for an accounting of Hospital's disclosures, then School and Program Participants shall within 10 days forward any information in School's or Program Participants' possession that is required for

Health Carcer Institute ADN Bridge RN Prog.doc 10/07/13

Hospital to make the accounting required by 45 C.F.R. § 164.528.

No attorney-client, accountant-client or other legal or equitable privilege shall be deemed to have been waived by School or Hospital by virtue of this Subsection.

Audit. School shall, within five business days of a written request from Hospital, make available during normal business hours at School or Hospital all records, books, agreements, systems, policies and procedures relating to the use or disclosure of PHI for the purpose of allowing Hospital to audit and determine School's compliance with this Section 7. If Hospital discovers any violation of this Section 7, School shall promptly remedy such violation following receipt of written notice describing the violation from Hospital and shall certify in writing that it cured the violation.

f. Survival. The provisions set forth in this Section 7 shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

8. INSURANCE.

School and Hospital shall secure and maintain at all times during the Term, at their respective sole expense, commercial general liability insurance, (such coverage to include, without limitation, claims based on a violation of Subsection 7.d. or any applicable State law or regulation concerning the privacy of patient information, if such insurance is reasonably available) covering themselves and their respective employees. School shall either provide coverage on behalf of Program Participants (students) or require Program Participants (students) to secure such coverage. Such coverage provided by School and Hospital may be afforded via commercial insurance, self-insurance, a captive, or some combination thereof at limits of at least \$1,000,000 per occurrence. Such insurance shall not be cancelable except upon 30 days' prior written notice to the other party. Such coverage shall be primary and non-contributory. Upon either party's request, the other party shall provide a certificate of insurance evidencing such coverage.

School and Hospital shall each secure and maintain at all times during the Ъ. Term, at their respective sole expense, workers' compensation and employers' liability insurance covering their respective employees. Such coverage provided by School and Hospital may be afforded via commercial insurance or self-insurance at the following limits:

> Workers' Compensation: Employers' Liability:

Statutory limits \$1,000,000 each accident; \$1,000,000 disease policy limit; \$1,000,000 disease each employee

Both School and Hospital agree to endorse such policy to(1) waive subrogation in favor of each other, and (2) have a 30-day notice of cancellation. Such coverage shall be primary and non-contributory. Upon either party's request, the other party shall provide a certificate of insurance evidencing such coverage.

School shall either provide coverage on behalf of Program Participants C. (students) or require Program Participants (students) to secure health insurance coverage.

Health Career Institute ADN Bridge RN Prog.doc 10/07/13

i

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 309 of

1026

School and Hospital each shall secure and maintain at all times during the đ. Term, at their respective sole expense, professional liability insurance (medical malpractice), (such coverage to include, without limitation, claims based on a violation of Subsection 7.d. or any applicable State law or regulation concerning the privacy of patient information, if such insurance is reasonably available) covering themselves and their respective employees. School shall either provide coverage on behalf of Program Participants (students) or require Program Participants (students) to secure such coverage. Such coverage provided by School and Hospital may be afforded via commercial insurance, self-insurance, a captive, or some combination thereof at limits of at least \$1,000,000 per claim/occurrence and \$3,000,000 aggregate. Upon either party's request, the other party shall provide a certificate of insurance evidencing such coverage.

Such insurance shall not be cancelable except upon 30 days' prior written notice to the other party. Such coverage shall be primary and non-contributory. This coverage shall be either (1) on an occurrence basis or (2) on a claims-made basis. If the coverage is on a claimsmade basis, both School and Hospital hereby agree that prior to the effective date of termination of their respective current insurance coverage, both parties shall purchase, at their respective expense, either a replacement policy annually thereafter having a retroactive date no later than the Effective Date or tail coverage in the above stated amounts for all claims arising out of incidents occurring prior to termination of the respective parties current coverage or prior to termination of this Agreement. Upon either party's request, the other party shall provide a certificate of insurance evidencing such coverage.

9. The term of this Agreement ("Term"), shall be two (2) year(s) TERM. commencing on the Effective Date. At the end of the Term and any Term Extension (as defined herein), the Term shall be automatically extended for additional terms of one (1) year each (a "Term Extension"), unless either party provides the other with written notice of termination as provided herein. As used herein, "Term" shall mean the period of time beginning on the Effective Date and ending on the last day of either the Term or the last Term Extension, as applicable.

10. TERMINATION.

Termination. Either party may terminate this Agreement at any time a. without cause upon at least thirty (30) days' prior written notice, provided that all students currently enrolled in the Program at Hospital at the time of notice of termination shall be given the opportunity to complete their clinical Program at Hospital, such completion not to exceed six (6) months.

Effect of Expiration or Other Termination. Upon expiration or other b. termination of this Agreement, School shall and shall cause Program Participants to either return or destroy all Protected Health Information received from Hospital or created or received by School or Program Participants on behalf of Hospital, and which School or Program Participants still maintain in any form. Notwithstanding the foregoing, to the extent that Hospital agrees that it is not feasible to return or destroy such Protected Health Information, the terms and provisions of Section 7 of this Agreement shall survive termination of this Agreement and such Protected Health Information shall be used or disclosed solely for such purpose or purposes which prevented the return or destruction of such Protected Health Information.

Health Career Institute ADN Bridge RN Prog.doc 10/07/13

EXHIBIT A

STATEMENT OF RESPONSIBILITY

For and in consideration of the benefit provided the undersigned in the form of experience in evaluation and treatment of patients of Delray Medical Center, Inc. ("Hospital"), the undersigned and his/her heirs, successors and/or assigns do hereby covenant and agree to assume all risks of, and be solely responsible for, any injury or loss sustained by the undersigned while participating in the Program operated by Health Career Institute ("School") at Hospital unless such injury or loss arises solely out of Hospital's gross negligence or willful misconduct.

A

, 20___ Dated this day of

Program Participant

Witness

ENTIRE AGREEMENT. This Agreement and its accompanying Exhibits contain 11. the entire understanding of the parties with respect to the subject matter hereof and supersede all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement.

12. SEVERABILITY. If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

LICENSE. As between School and Hospital, Hospital is the sole and exclusive 13. owner of the Video. Hospital hereby grants to School a limited, non-transferable, non-exclusive license to use and display the Video solely to perform the obligations set forth in Subsection 1.g. School has no right otherwise to use the Video except as set forth in this Section.

14. ARBITRATION. Any dispute or controversy arising under, out of or in connection with, or in relation to this Agreement, or any amendment hereof, or the breach hereof shall be determined and settled by final and binding arbitration in the county in which the Hospital is located in accordance with the Commercial Rules of Arbitration ("Rules") of the Judicial Arbitration and Mediation Services ("JAMS") before one arbitrator applying the laws of the State. The parties shall attempt to mutually select the arbitrator. In the event they are unable to mutually agree, the arbitrator shall be selected by the procedures prescribed by the JAMS Rules. Any award rendered by the arbitrator shall be final and binding upon each of the parties, and judgment thereof may be entered in any court having jurisdiction thereof. The costs shall be borne equally by both parties. This provision shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

15. ENTIRE AGREEMENT; MODIFICATION; GOVERNING LAW; COUNTERPARTS; NOTICES; WAIVER; ASSIGNMENT. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. This Agreement shall be construed in accordance with the laws of the State, which provision shall survive the expiration or other termination of this Agreement. This Agreement may be executed in one or more counterparts, all of which together shall constitute only one Agreement. All notices hereunder shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, or deposited with the overnight courier addressed at the place identified on the signature page below. A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure. School shall not assign or transfer, in whole or in part, this Agreement or any of School's rights, duties or obligations under this Agreement without the prior written consent of Hospital, and any assignment or transfer by School without such consent shall be null and void. This Agreement is assignable by Hospital without consent or notice.

COMPLIANCE OBLIGATIONS. School represents it read, understands, and shall 16.

9

Health Career Institute ADN Bridge RN Prog.doc 10/07/13

abide by Tenet's Standards of Conduct. The parties to this Agreement shall comply with Tenet's Compliance Program and Tenet's policies and procedures related to the Deficit Reduction Act of 2005, Anti-Kickback Statute and the Stark Law. Tenet's Standards of Conduct, summary of Compliance Program, and policies and procedures, including a summary of the Federal False Claims Act and applicable state false claims laws (collectively "False Claims Laws") with descriptions of penalties and whistleblower protections pertaining to such laws, are available at: http://www.tenethealth.com/about/pages/ethicscompliance.aspx. The School shall require anyone providing services to Hospital to read the Standards of Conduct and information concerning Tenet's Compliance Program and abide by same. Further, the parties to this Agreement certify that they shall not violate the Anti-Kickback Statute and Stark Law, and shall abide by the Deficit Reduction Act of 2005, as applicable, in providing services to Hospital. Hardcopies of any information shall be made available upon request.

EXCLUSION LISTS SCREENING. School shall screen all of its current and 17. prospective owners, legal entities, officers, directors, employees, contractors, and agents ("Screened Persons") against (a) the United States Department of Health and Human Services/Office of Inspector General List of Excluded Individuals/Entities (available through the Internet at http://www.oig.hhs.gov), (b) the General Services Administration's System for Award Management (available through the Internet at http://www.sam.gov); and (c) any applicable state healthcare exclusion list (collectively, the "Exclusion Lists") to ensure that none of the Screened Persons are currently excluded, debarred, suspended, or otherwise ineligible to participate in Federal healthcare programs or in Federal procurement or nonprocurement programs, or have been convicted of a criminal offense that falls within the ambit of 42 U.S.C. § 1320a-7(a), but have not yet been excluded, debarred, suspended, or otherwise declared ineligible (each, an "Ineligible Person"). If, at any time during the term of this Agreement any Screened Person becomes an Ineligible Person or proposed to be an Ineligible Person, School shall immediately notify Hospital of the same. Screened Persons shall not include any employee, contractor or agent who is not providing services under this Agreement.

DELRAY MEDICAL CENTER, INC.

11 and N Bv: Name: Mark H. Bryan Title: Chief Executive Officer Date: 10/30/13 Address: 5352 Linton Blvd. Delray Beach, FL 33484

HEALTH CAREER INSTITUTE

By:

Name: Tina Palermo, PND Title: President/Owner Date: DP13 Address: 1764 N. Congress Avenue, #203 West Palm Beach, FL 33409

Health Career Institute ADN Bridge RN Prog.doc 10/07/13

AFFILIATION AGREEMENT ID #1111000935

1026

THIS AFFILIATION AGREEMENT ("Agreement") is entered into and effective as of August 10th, 2017 (the "Effective Date"), by and between District Hospital Holdings, Inc., d/b/a Lakeside Medical Center, which is part of the Health Care District of Palm Beach County, an independent special taxing district of the State of Florida subject to the Palm Beach County Health Care Act (Chapter 2003-326, Laws of Fla.) (hereinafter referred to as "Facility"), and Health Career Institute, LLC ("School"), collectively referred to as the ("Parties").

WITNESSETH

WHEREAS, School desires to obtain clinical education experience for its Students (hereinafter defined) who are participating in its Nursing Clinical Rotation education program;

WHEREAS, Facility provides health care services and is willing to provide the Clinical Experience for the School's Students; and

WHEREAS, the parties desire to enter into this Agreement to provide for certain education and training of Students subject to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the foregoing, and of the mutual covenants, promises and undertakings herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually covenanted and agreed by and between the Parties hereto as follows:

SECTION 1 - INCORPORATION OF RECITALS

The foregoing Recitals are true and correct and are adopted and incorporated herein by reference.

SECTION 2 - DEFINITIONS

For purposes of this Agreement, the following terms shall have the meaning specified below:

"Student" or "Students" means any one, or all, individuals enrolled or seeking a degree in 2.1School's Nursing education program at the School.

"Program" means a course or courses taught through the School whose enrollees are 2.2comprised of individuals who are seeking to obtain an appropriate degree from the School.

"Clinical Experience" means that portion of the Program during which Students undergo a 2.3 practicum at Facility, the purpose of which is to develop and utilize their practical skills in a controlled clinical environment. Each Student participating in the Clinical Experience shall remain under the supervision of School faculty at all times. The specific Facility and timeframes for the Students Clinical Experiences shall be mutually agreed upon by the parties.

SECTION 3 - OBLIGATIONS OF PARTIES

3.1 The Parties agree:

Affiliation Agreement - Health Career Institute, LLC

Page 1 of 16

In the event that conflicts or problems arise related to the Clinical Experience of any a. Student pursuant to this Agreement, Facility will contact the School's Program designee, referenced herein, by telephone or written notice. In the event a resolution cannot be expeditiously achieved, or in the event that Facility determines that the health, safety or welfare of any of Facility's residents, guests, employees, or agents is threatened by the continued participation of a Student in the Clinical Experience, Facility shall require withdrawal of the Student from the Clinical Experience and shall refuse the Student further access to the Facility at its sole discretion.

It is understood that in no event shall the Students or School faculty be considered or Ь. represent themselves as agents, officers, servants, or employees of the Facility. Each Student and School faculty member shall wear a photo identification tag, at all times and conspicuously placed, while present in the Facility.

3.2 The School agrees to:

Accept only eligible Students as enrollees in the Clinical Experience, with eligibility criteria a. to be determined by the School from time to time and in accordance with the rules and regulations applying to all students of the School.

Select and assign appropriately licensed and qualified School faculty ("Faculty") to b. supervise the Clinical Experience course for eligible Students. School shall ensure that its Faculty responsible for teaching and/or supervising School's Students in the Facility (1) have faculty appointments with the School; (2) possess and maintain all necessary and appropriate clinical privileges at Facility during the term of the faculty assignment to Facility pursuant to this Agreement; and (3) notwithstanding any provision to the contrary set out in the Facility medical staff bylaws and rules and regulations, resign clinical privileges granted by Facility upon termination of this Agreement and/or reassignment of Faculty member by School. All Students shall report to and be responsible to School's faculty members.

Provide an appropriate course of study for students attending the Clinical Experience, c. School will be responsible for planning and implementing the educational Program for Students, ensuring that the medical education activities contemplated herein comply with the standards and requirements of the School's accrediting bodies, and determining adequate preparation in theoretical knowledge, basic skills, professional ethics, attitude, and behavior. Facility will be provided documentation of curriculum and sequence. School shall have ultimate authority over the academic affairs and the education and evaluation of the Students and Faculty.

Consult with the Facility, or such designated officer of Facility, in its selection of d. appropriate components of the Clinical Experience.

Require that each Student enrolled in the Clinical Experience executes the Confidentiality e. Statement attached hereto as Exhibit "A" prior to reporting to Facility to begin the Clinical Experience, and that a copy of the executed Statement will be provided to Facility along with the Attestation discussed below.

Require that each Student participating in the Clinical Experience abides by all of Facility's policies and procedures, as may be modified from time to time by the Facility.

Maintain professional liability insurance for itself and each Student participating in the Clinical Rotation at the Facility, with limits of not less than One Million (\$1,000,000.00) Dollars per

Affiliation Agreement - Health Career Institute, LLC

occurrence and Three Million (\$3,000,000.00) Dollars in the aggregate. A certificate of insurance evidencing these coverages shall be furnished to Facility on an annual basis. The certificate shall provide for thirty (30) days prior written notice to Facility of intent to modify, terminate or cancel such insurance coverage. If any insurance coverage required herein is terminated for any reason during the term of this Agreement or for a period of four (4) years following termination of this Agreement, School shall immediately purchase, at its sole expense, "Tail" coverage that for at least four (4) years immediately following the termination of the policy will provide insurance coverage for School and those individuals, and in such amounts, as set forth in this Agreement. The preceding sentence shall survive termination of this Agreement.

h. Prior to assigning any Student to Facility, School shall require that its Students complete appropriate instruction on applicable State and federal patient privacy and confidentiality requirements including, without limitation, requirements for compliance with the Privacy Rule in the 1996 Health Insurance Portability and Accountability Act (HIPAA), and the applicable provisions of the Health Information Technology for Economic and Clinical Health Act of 2009 (42 U.S.C. §17931 et seq. ("HITECH"). School and Facility may coordinate providing such instruction to Students.

i. The School shall require each Student enrolled in the Clinical Experience, and each Faculty member participating in the Clinical Experience at the Facility, to provide, at his/her own expense:

- (i) Approved uniform or clinical attire;
- (ii) Meals;
- (iii) Laundry Service;
- (iv) Transportation; and
- (v) Evidence that he/she is in good health; such evidence shall include, but is not limited to; report of a basic physical examination and proof of immunizations; such evidence shall be submitted to Facility prior to the Student or Faculty member beginning the Clinical Experience at the Facility;

j. School shall, at its own expense or the expense of the Student, perform a "Level II" background screening investigation in accordance with the provisions of Chapter 435, Fla. Stat., on each Student prior to commencing his/her participation in the Clinical Experience. Facility further requires each participant to comply with the Facility's Drug Free Workplace Policy, and may require School to perform a drug screening on any Student at any time during the Clinical Experience. School shall not assign any student who would otherwise be deemed disqualified pursuant to Sections 435.04 and/or 408.809, Florida Statutes, unless the assignment is expressly authorized in writing by Facility upon full disclosure by School of disqualifying issue/event.

k. School shall require that its Faculty members, prior to the assumption of any teaching responsibilities at Facility pursuant to this agreement, shall have applied for and obtained all necessary and appropriate medical staff privileges at the Facility, and shall further require its Faculty to:

- i. Abide by all policies, procedures, protocols, rules and regulations of the Facility including, but not limited to, the Facility's Drug Free Workplace Policy, documentation of care in patient's medical record, and all applicable laws and regulations regarding confidentiality of protected health information as set forth in the Privacy Rule as defined in this Agreement;
- ii. Assume responsibility for personal illness occurring while discharging their responsibilities at the Facility except as otherwise provided in Section 3.3 below;
- iii. Provide proof of educational qualifications and licenses, if applicable;

Affiliation Agreement - Health Career Institute, LLC Page 3 of 16

- iv. Attend all required planning meetings for the Clinical Experience, and any applicable orientation session at the Facility prior to commencement of the Clinical Experience; and
- Provide patient care only to the extent that such Faculty member has applied for and ٧. received appropriate medical privileges/authorization from the Facility, and faculty have verified that each patient to be cared for pursuant to this Agreement has provided express consent to receiving such care from School Faculty with Student(s) in attendance.

All patient care shall be provided in accordance with the orders of patient's physician and in strict compliance with Facility's policies, procedures, protocols, rules and regulations, and according to the prevailing standard of medical care in the community. Notwithstanding the foregoing, the parties acknowledge and agree that neither the Students nor the School shall be entitled to bill and/or collect for any medical services rendered pursuant to this Agreement, and the Facility will not bill for and/or collect payment from any third party payor for the medical services rendered by Faculty.

During the Term of this Agreement and for a period of six (6) years (or, at a minimum, the expiration of the applicable statute of limitations for claims related to the medical services provided by Faculty) following the termination of this Agreement, subject to applicable legal restrictions and having obtained appropriate consent from the patient or patient's authorized legal representative, Faculty shall be entitled to access records of patients treated by the Faculty member at reasonable normal business times, and following reasonable advance written request. The parties agree to cooperate with each other in a reasonable manner in the investigation and defense of any professional liability claims made against Facility and/or School arising out of the activities of the Faculty and/or Students pursuant to this Agreement.

School shall screen all of its Students and faculty ("Screened Persons") against (a) the 1. United States Department of Health and Human Services/Office of Inspector General List of Excluded Individuals/Entities (available through the Internet at http://www.oig.hhs.gov), and (b) the General Services Administration's List of Parties Excluded from Federal Programs (available through the Internet at http://www.epis.gov) (collectively, the "Exclusion Lists") to ensure that none of the Sercened Persons (are currently excluded, debarred, suspended, or otherwise ineligible to participate in Federal healthcare programs or in Federal procurement or non-procurement programs, or have been convicted of a criminal offense that falls within the ambit of 42 U.S.C. § 1320a-7(a), but have not yet been excluded, debarred, suspended, or otherwise declared ineligible (each, an "Ineligible Person"). If, at any time during the term of this Agreement any Screened Person becomes an Ineligible Person or proposed to be an Ineligible Person, the School shall immediately notify the Facility of the same. Screened Persons shall not include any Student or Faculty that is not participating in a Clinical Experience under this Agreement.

School agrees to document compliance with the health and background screening m. requirements in this Agreement via its Health and Background Screening Attestation, attached hereto as Exhibit B, and adopted and incorporated herein by reference. School shall cause its School Administrator, or other similarly authorized School administrator, to execute the Attestation and School will submit such Attestation, along with a copy of the executed Confidentiality Statement, to Facility prior to scheduling the Clinical Experience for Students.

School, for itself and its Faculty, agrees that all patient medical records are and shall remain n. the exclusive property of the Facility, and neither shall have any right to copy, transmit or remove such records. Facility shall assure availability of the medical records of those patients being diagnosed or

Affiliation Agreement - Health Corcer Institute, LLC

Page 4 of 16

treated by the Faculty, and shall make such records available to School for patient care purposes or in connection with School's investigation and defense of claims arising out of any health care services provided by the Faculty.

3.3 The Facility agrees to:

a. Provide access to its Facility, subject to Section 3.2(1) above, as appropriate for Students to participate in the Clinical Experience, in accordance with Program objectives and course requirements set by the School and will provide adequate orientation for Students at the beginning of their assignments. Such orientation shall include, but shall not be limited to, providing information to the Students regarding the location and use of the Facility's emergency care services. The Director of Medical Education or designee shall participate with the School's designee in planning, implementing, coordinating and evaluating the Program of Clinical Experience. Conferences, as necessary, will be held to review and evaluate the clinical experience and to resolve any specific issues that arise regarding the Clinical Experience.

b. Facility shall at all times remain responsible for patient care. Students shall be authorized to engage in direct contact with a patient of the Facility only upon consent of the patient, and only while under the direct supervision of School's Faculty and within the scope of the Clinical Experience as documented in the curriculum and sequence submitted to Facility.

c. In the event of an onset of illness or injury, including exposure to infectious or environmental hazards, of any Student or Faculty during assignment to the Facility, emergency care will, if applicable, be provided by the Facility and billed to the Student's/Faculty's insurance. Follow-up care for exposures may be provided at the Facility and billed to the Student's/Faculty's insurance, or provided by the School's own health services, as appropriate.

d. Facility shall permit, with reasonable advance notice and coordination with Facility administrators so as to not disrupt patient care and/or Facility operations, the inspection of its clinical and related facilities by agencies charged with the responsibility for accreditation of the School educational Program.

This Agreement shall not be construed as constituting a waiver of any rights to sovereign C, immunity granted to the Facility under the laws and Constitution of the State of Florida. School acknowledges that the Facility is an entity of the Health Care District of Palm Beach County, an independent special taxing district of the State of Florida subject to the terms of the Palm Beach County Health Care Act (Chapter 2003-326, Laws of Fla.) and other laws of the State of Florida and the United States of America now or hereafter enacted, as the same may be modified or amended from time to time. The Facility is a sovereign entity as defined by Florida law and, as such, is afforded the protections of sec. 768.28, Florida Statutes, et seq. If any part of this Agreement, or any obligations of School or the Facility hereunder, are contrary to, prohibited by or deemed invalid under the Palm Beach County Health Care Act or any other applicable law or regulation of the State of Florida or the United States of America, such provision or obligation shall be inapplicable and be deemed omitted to the extent so contrary prohibited or invalid. Facility warrants that it is self-insured and/or maintains one or more insurance policies providing liability coverage, and Facility further warrants that will keep such self-insurance and/or insurance policy/policies in full force and effect so as to respond to claims arising out of its performance under this Agreement.

SECTION 4 - HIPAA BUSINESS ASSOCIATE RELATIONSHIP AND CONFIDENTIALITY OF RECORDS

The Parties acknowledge that Student's Clinical Experience at the Facility may involve the 4.1 use and/or disclosure of individually identifiable health information ("Protected Health Information" or "PHI") of Facility patients, and/or information contained in Confidential Student Records (as that term is defined in section 4.3) to School Faculty, Facility staff, and other persons who have interaction with Students participating in the Clinical Experience;

To the extent that Facility and/or School, in the performance of their respective obligations 4.2 pursuant to this Agreement, might be deemed a "covered entity" or a "business associate" as such term is defined under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), including the federal privacy regulations (collectively, the "Privacy Rule") set forth at 45 CFR Part 160 and Part 164 and the federal security regulations (collectively, the "Security Rule") set forth at 45 CFR Parts 160, 162, and 164, and the applicable provisions of the Health Information Technology for Beonomic and Clinical Health Act of 2009 (42 U.S.C. §17931 et seq. ("HITECH"), each hereby agrees to comply with the applicable provisions of same. Further, the Parties acknowledge and agree that, pursuant to HIPAA's definition of "health care operations," the minimum necessary use and disclosure of Protected Health Information may be made to Students, trainees or practitioners participating in health education programs under supervision to practice or improve their skills as health care providers. School shall require Students assigned to Facility pursuant to this Agreement to execute a Confidentiality Agreement and to comply with all applicable laws and regulations, and Facility policies, procedures and protocols regarding access to and disclosure of Protected Health Information or ("PHI").

The School is an educational institution governed by Section 1002.225, Florida Statutes, 4.3 and/or 34 C.F.R. 99 (the Family Educational Rights and Privacy Act or FERPA), and information received by the Facility concerning Students participating in the Clinical Experience may include confidential student "records and reports" and or confidential "education records" (collectively, "Confidential Student Records") as those terms are defined in § 1002.225 of the Florida Statutes and 34 CFR 99.3, respectively. Each party acknowledges that information (if any) received from the School regarding Students may also be protected by the Family Educational Rights and Privacy Act ("FERPA"), and each agrees to use such information only for the purpose for which it was disclosed and not to make it available to any third party without first obtaining the Student's written consent.

Disclosure to DHHS. To the extent required by applicable laws and regulations, School 4.4. shall make its internal practices, books, and records relating to any use and disclosure of PHI available to the Secretary of Health and Human Services to the extent required for determining the Facility's compliance with the Privacy Regulations. Notwithstanding the above, no attorney-client, accountant-client, or other legal privilege shall be deemed waived by Facility or School by virtue of this provision.

Termination based on breach of Section 4. . Notwithstanding anything to the contrary in 4.5 this Agreement, Facility may terminate this Agreement immediately if, in the Facility's reasonable opinion, School breaches any applicable provision of this Section.

SECTION 5 - TERM AND TERMINATION

This Agreement shall be effective upon execution by the parties and its initial term shall 5.1 be for three (3) years. The Parties may, by written amendment to this Agreement, renew the Agreement for successive one (1) year terms unless sooner terminated in accordance with the terms contained herein.

Affiliation Agreement - Health Career Institute, LLC

Page 6 of 16

(a)

5.2 This Agreement may be terminated without cause by either party upon providing at least thirty (30) days prior written notice to the other party. Upon the giving of notice of termination under this provision, any Clinical Experience scheduled to occur prior to the termination date shall take place; however, any Clinical Experience scheduled to occur after the termination date shall be deemed canceled unless the parties have made specific arrangements in writing regarding such after-scheduled events.

5.3 Notwithstanding anything to the contrary herein, this Agreement may be terminated by the Facility immediately upon School's material breach of this Agreement. In the Facility's sole discretion, School may be granted a cure period by Facility and, to the extent the breach is cured by the end of the stated cure period, the Agreement shall continue in force.

5.4 Effect of Termination. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination.

5.5 Termination Due to Lack of Funding.

a. Facility is a political subdivision and independent special taxing district of the state of Florida, subject to the terms of the Palm Beach County Health Care Act (Ch. 326-2003, Laws of Florida) and as such, this Agreement (and all Exhibits hereto) is subject to budgeting and appropriation by the District of funds sufficient to pay any of the facility's costs associated herewith in any fiscal year of the Facility. Notwithstanding anything in this Agreement to the contrary, in the event that no. funds are appropriated or budgeted by the Facility's governing board in any fiscal year to pay the costs associated with the Facility's obligations under this Agreement, or in the event the funds budgeted or appropriated arc, or are estimated by the Facility to be, insufficient to pay the costs associated with the Facility's obligations hereunder in any fiscal period, then the Facility will notify School of such occurrence and either the Facility or School may terminate this Agreement by notifying the other party in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the Facility of any kind whatsoever.

5.6 Termination Due To Legislative or Administrative Changes. In the event that there shall be a change in an applicable health care law or the interpretation thereof (including, without limitation, Medicare and Medicaid laws, regulations and instructions promulgated thereunder), or the initiation of an enforcement action with respect to any applicable health care law, which affects the continuing viability or legality of this Agreement, then either party may, by written notice to the other party, propose an amendment to conform this Agreement to applicable laws. If notice of such a proposed change is given and the Partics hereto are unable to agree within thirty (30) days upon an amendment, then either party may terminate this Agreement by providing ten (10) day's advance written notice to the other party, unless a sooner termination is required under the applicable law or by circumstances.

SECTION 6 - PUBLIC RECORDS

6.1 The School shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the Facility as provided under section 119.011(2), Florida Statutes, specifically agrees to:

Keep and maintain public records required by the Facility to perform under Agreement.

Affiliation Agreement - Health Career Institute, LLC

Page 7 of 16

Upon request from the Facility's custodian of public records or designee, provide the Facility with (b)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.

(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 this Agreement and following completion of this Agreement if the School does not transfer the records to the Facility.

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

IF THE SCHOOL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SCHOOL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT HEALTH CARE DISTRICT OF PALM BEACH COUNTY. ATTN: SANDRA AGBI AT (561) 804-5781, SAGBI@HCDPBC.ORG, 2601 10TH AVENUE NORTH, SUITE 100, PALM SPRINGS, FL 33461-3133.

SECTION 7 - MISCELLANEOUS PROVISIONS

Modification. The provisions of this Agreement may not be amended, supplemented, 7.1waived or changed orally or by course of conduct of the Parties but only by a writing signed by the party as to whom enforcement of any such amendment, supplement, waiver of modification is sought and making specific reference to this Agreement.

Assignment. This Agreement shall not in any manner be assigned, delegated, or 7.2 transferred by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, nothing herein shall prohibit Facility from assigning this Agreement, regardless of consent, to any affiliate of the Health Care District of Palm Beach County. Any such transfer or assignment in violation of this Section 8.2 shall be void and without force or effect.

All required notices shall be in writing and shall be addressed to the 7.3 Notices. following representative of the Parties:

For Facility:

Rick Roche Hospital Administrator

Affiliation Agreement - Health Career Institute, LLC

Page 8 of 16

Document 141-2 Entered on FLSD Docket 12/19/2023 Page 321 of 1026

> Lakeside Medical Center 39200 Hooker Hwy. Belle Glade, FL 33430

With a copy to:

General Counsel Health Care District of Palm Beach County 2601 10th Avenue North, Suite 100 Palm Springs, Florida 33461-3133

For School:

Brenda Green Health Career Institute, LLC 1764 N. Congress Avenue West Palm Beach FL 33409

Notices may be hand delivered or mailed by certified mail with return receipt requested. Notices will be deemed delivered:

> On the date delivered if hand delivered, a.

b, On the date communicated if confirmed by answer back.

¢. On the date on which the return receipt is signed or delivery is refused or the notice is designated by postal authorities as not deliverable.

7.4 Relationship of Parties. The relationship between Facility and School is that of independent contractors, and neither shall be considered a joint venturer, partner, agent, representative or other relationship of the other for any purpose expressly or by implication. Further, it is agreed and understood that Students, while participating in the Clinical Experience, are not and shall not be considered to be employees of Facility, as that term is defined in and for purposes of the Florida Workers' Compensation Law, Section 440.02(13)(a); and further, that said Students are not and shall not be considered to be volunteers of the Facility as that term is defined in Chapter 400, Part II, Florida Statutes, nor shall they be considered to be volunteers for a government entity, as that term is defined in Section 440.02(13)(d)6, and that accordingly, coverage otherwise available thereunder shall not apply to participating Students. Therefore, School shall maintain professional liability insurance coverage for each Student participating in the Clinical Experience in accordance with paragraph 3.2g, above. All Students shall be regularly matriculated in the Program and shall receive no compensation for any activity performed hereunder, regardless of the nature and extent of the acts performed by them.

This Agreement and all transactions Governing Law, Venue, and Jurisdiction. 7.5contemplated by this Agreement shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Florida without regard to principles of conflicts of law.

This Agreement shall not be construed as constituting a waiver of 7,6Sovereign Immunity. any rights to sovereign immunity granted to either party under the laws and Constitution of the State of Florida. Facility is an agency of the State of Florida as defined in Section 768.28, Florida Statutes, and shall be responsible for all claims, liability, damage, losses, and/or causes of action that arise from the negligent acts or omissions of its own officers, directors, employees, representatives and agents to the extent and up to the limits of liability provided in Section 768.28, Florida Statutes. Nothing in this Agreement is intended, nor shall be construed or interpreted, to waive or modify immunities and limitations available to Facility as set forth in Section 768.28, Florida Statutes, as may be amended from time to time, or any successor statute

Affiliation Agreement - Health Career Institute, LLC

Page 9 of 16

thereof.

If any part of this Agreement is contrary to, prohibited by or deemed 7.7 Severability, invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.

Nothing contained in this Agreement is intended to Non-Exclusive Agreement. 7.8 prohibit or limit Facility from accepting students from other colleges, universities, schools or other educational institutions for the purpose of providing clinical experiences to such students, nor prohibit or limit School from placing its Students at other facilities for the provision of clinical experiences.

7.9 Entire Agreement. This Agreement, along with any referenced addenda and/or exhibits, represents the entire understanding and agreement among the Parties with respect to the subject matter hereof, and supersede all other negotiations, understandings and representations, if any, made by and between the Parties.

7.10 Non-Discrimination. Discrimination against any individual involved in the Program, because of race, color, religion, sex, national origin, age, handicap, veteran's status, marital status, sexual orientation or any protected status is prohibited by the School and the Facility, and if practiced by either party shall be cause for terminating this Agreement.

This Agreement does not contemplate the payment of any fee or No Remuneration. 7.11 remuneration by either party to the other but is intended to jointly benefit both parties by improving education, professional preparation, and methods of patient care. Neither School, nor any of its Faculty, shall bill and/or collect payment for the medical services rendered to any patient during the term of this Agreement or for providing instruction or oversight pursuant to this Agreement. Furthermore, this Agreement does not contemplate or require either party to recommend or arrange for the referral of business or the purchase of items or service, or any other illegal conduct.

Learner Status, Students will have the status of learners at the Facility. They are not to 7.12 replace Facility staff, and shall not to render patient care and/or any medical service except as otherwise expressly set out in the curriculum, authorized by Facility, and consented to by patient(s).

Standards of Conduct. The Parties shall collaborate to assure that professional standards 7.13 and professional conduct are maintained by all students, faculty and staff involved in the delivery of the Clinical Experience.

Curriculum and Oversight. The parties agree that while students from other programs, or 7.14 institutions may participate in clinical experiences at Facility, such students will be subject to their own curriculum and faculty oversight and will not be governed by this Agreement.

Use of Name. Neither party shall use the name, logo, likeness, trademarks, image or 7.15 other intellectual property of the other party for any advertising, marketing, endorsement or any other purposes without the specific prior written consent of an authorized representative of the other party as to each such use. School may refer to the affiliation with Facility in the School catalog and in other public information materials regarding the Program. Facility may refer to the affiliation with the School in its brochures and other public information materials having to do with clinical education programs.

1026

Compliance with Federal Programs.

7.16

7:17

health care programs as defined in 42 U.S.C. § 1320a-7b(f) ("Federal Health Care Programs"); (ii) is not convicted of a criminal offense related to the provision of health care items or services; and (iii) is not under investigation or otherwise aware of any circumstances which may result in its being excluded from participation in the Federal health care programs. Each party shall immediately notify the other party of any change in the status of the representation and warranty set forth in this section. Regulatory and Statutory Approval. The Facility may terminate this Agreement if the School does not maintain full or Provisional Accreditation status by the LCME, or if such accreditation status is lost during the term of the Agreement. In the event of termination pursuant to this subsection, Students shall not be allowed to continue training at the Facility.

other party that it (i) is not currently excluded, debarred or otherwise ineligible to participate in the Federal

Each party hereby represents and warrants to the

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date(s) set forth below.

DISTRICT HOSPITAL HOLDING, INC. d/b/a LAKESIDE MEDICAL CENTER

BY:

Darcy Davis, Chief Executive Officer Health Care District of Palm Beach County

Date: 8-16-17

APPROVED AS # O FORM AND LEGAL SUFFICIENCY

BY: Val Shalu iari 1 sa General Counsel Health Care District of Palm Beach County

HEALTH CAREER INSTITUTE, LLC Title Sherry Ribber, MMHC; MSH, RN recover of NURSING BY: Name/Title rear Date: 8 10

BY:

1026



Mission Clinic of Palm Springs, Inc. Clinical Affiliation Agreement

This Clinical Affiliation Agreement ("Agreement") is entered into by <u>HEALTH CAREER</u> <u>INSTITUTE</u> ("School"), and <u>MISSION CLINIC OF PALM SPRINGS. INC.</u> on their behalf and on behalf of their affiliated professional Corporations ("Manager").

The purpose of this agreement is to guide and direct the parties respecting their affixation, working arrangements, and agreements in order to provide high quality clinical learning experiences for students in the School.

Clinical Program.

1.1

1.

Manager is willing to provide clinical learning experiences at Manager's facility, located at <u>3300 10th Ave. North, Palm Springs, FL.,</u> for students enrolled in the School's professional clinical learning program, as applicable ("Clinical Program").

1.2 School and Manager agree that contemporaneous with or following execution of this Agreement and within the scope of its provisions, the parties may mutually develop letter agreements to formalize operational details of the Clinical Program. These details may include, but are not limited to, the following:

- 1.2.1. Beginning dates and length of the Clinical Program to be mutually agreed upon at least 30 days prior to the beginning of the Clinical Program;
- 1.2.2. Number of students participating in the Clinical Program;
- 1.2.3. Specific days and hours during which the Clinical Program will occur;
- 1.2.4. Specific location at which the Clinical Program will occur;
- 1.2.5. Specific learning objectives and performance evaluations of the students while on-site at Manager;
- 1.2.6. Specific allocation of responsibilities for the School Liaison and Manager Preceptor, as each term is defined herein; and
- 1.2.7. Deadline and format for student progress reports and evaluation forms.
- 1.3 Any such letter agreements will be considered to be attachments to this Agreement, will be binding when signed by representatives of each party and may be modified by subsequent letter agreements signed by representatives of each party. School agrees to send a copy of such letter agreement to the Manager's notice address contained herein.
- 1.4 School and Manager will mutually agree upon the Clinical Program provided to students at Manager's facility. School and Manager will evaluate students and exchange information related thereto in a mutually agreeable format and timeframe.
- 1.5 It is expressly acknowledged and agreed by each party that there will be no payment or reimbursement to either party as a result of this Agreement or Clinical Program.

2. School Responsibilities.

- 2.1. School will provide information to Manager concerning School curriculum and the professional and academic credentials of its faculty responsible for the students at Manager's facilities as soon as possible or not later than 30 days before the commencement of Clinical Program. School will designate an appropriately qualified and credentialed faculty member to coordinate and act as a liaison between School and Manager with respect to the Clinical Program ("School Liaison"). School will notify Manager in writing of any change or proposed change of the School Liaison.
- 2.2. School will be solely responsible for instruction and administration of the students' academic education program at School. School is solely responsible for grading students' performance in the education program at School.
- 2.3. School will be solely responsible for maintaining all educational records and reports relating to the clinical education program completed by the students at Manager facilities.
- 2.4. School faculty, including School Liaison, will meet with Manager Preceptor at the beginning and end of the Clinical Program to discuss and evaluate the Clinical Program. These meetings will take place at a mutually agreeable time and location. The parties shall attempt to meet in person if practical, otherwise via teleconference. School is responsible for organizing such meetings.
- 2.5. School will provide the names and information pertaining to the professional clinical learning program and other relevant education and training for all students participating in the Clinical Program at least 30 days prior to the beginning date of the Clinical Program. School is responsible for supplying any additional information requested by Manager prior to the participation of students in the Clinical Program. School will immediately notify Manager in writing of any change or proposed change in students' education status.
- 2.6. School will inform each student participating in the Clinical Program that they must obtain and maintain evidence of current immunizations required by Manager including but not limited to diphtheria, tetanus, measles, mumps, rubella (or a positive rubella titer), and hepatitis B immunity status or declination. Students shall be required to deliver evidence of such immunizations to Manager prior to the participation by students in the Clinical Program.
- 2.7. In accordance with the Bloodborne Pathogen Standard of the Occupational Safety and Health Act, set forth at 29 CFR §1920.1030 ("Bloodborne Pathogen Standard"), School and students will comply with applicable OSHA/CDC requirements. School and Manager will coordinate the provision of protective equipment to each student as reasonably required. School will perform each of the following items and shall not permit any student to participate in the Clinical Program until all such items are completed:
 - 2.7.1. Train all students in accordance with the Bloodborne Pathogen Standard;

- 2.7.2 Provide Manager, upon request, with a copy of the School's exposure assessment/determination plan;
- 2.7.3. Provide Manager, upon request, with evidence of TB status determinations for each student;
- 2.7.4. Maintain all training and medical records in accordance with the Bloodborne Pathogen Standard:
- 2.7.5. Neither School nor Manager is responsible for providing or paying for any post-exposure care in the event of a student's exposure to a bloodborne pathogen.
- 2.8. School will only assign to the Clinical Program those students that have successfully completed the prerequisite didactic portion of the School curriculum pertaining to the Clinical program and that have evidence of completion of a CPR course based on current American Heart Association or American Red Cross guidelines for the age group(s) with whom the student may have contact. Such information shall be provided to Manager upon request.
- 2.9. Prior to participation, School shall conduct a criminal history background check on each student prior to participating in the Clinical Program. School acknowledges and agrees that Manager may refuse any student participation in the Clinical Program that Manager learns has any record of a prior criminal history.
- 2.10. School and students shall comply with Manager's policies and procedures relating the Clinical Program.
- 2.11. School will require each student participating in the Clinical Program to acquire comprehensive health insurance that provides continuous and adequate coverage during the students' participation in the Clinical Program. School and Manager acknowledge and agree that student health care needs, costs, insurance and all related issues are solely the responsibility of the student and not the Manager.
- 2.12. School shall be responsible for informing students of the students' status and responsibilities under this Agreement and the Clinical Program.
- School represents and warrants that it will or has obtained approval from the applicable board 2.13. of professional regulation or staff assuring that state law, rule or regulation does not prohibit the Clinical Program and student participation in such. The parties agree this provision shall be complied with prior to the commencement of the Clinical Program.
- 2.14. School asserts that it does not discriminate for any reason prohibited by applicable federal, state, or local laws, including but not limited to race, sex, creed, color, religion, age, national origin, sexual orientation, or individual handicap in any aspect of employment or training. The institution's educational programs and services that are offered to students, faculty, and/or employees are administered in a non-discriminatory basis in accordance with provisions of Title VI and VII of the civil rights act of 1954, Title VII and VIII of the Public Health Services Act,

Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendment Act of 1972 and the Age Discrimination Act of 1975.

3. Manager Responsibilities

- 3.1. Manager will provide students with a clinical education experience within the scope of the healthcare services normally provided by Manager. This shall include providing students with access to sources of information necessary for the Clinical Program; provided however such information is normally accessible by Manager. All activities related to the Clinical Program shall be in accordance with Manager's policies and procedures and commensurate with patient rights.
- 3.2. Manager will designate in writing the individual to be responsible for the Clinical Program ("Manager Preceptor"). The Manager Preceptor shall maintain contact with School Liaison and work in good faith with the School Liaison to resolve any issues that may arise with respect to the Clinical Program. Upon School's request, Manager shall submit to the School the professional and academic credentials of the Preceptor and will notify the School and any change in the Preceptor status.
- 3.3. Manager will make available to students basic supplies and equipment necessary for the care of patients. If available, Manager shall make office or conference room space available to students while at Manager's facilities.
- 3.4. Manager will submit reports on each student's performance and will provide an evaluation to School on forms mutually agreeable to the parties.
- 3.5. Manager retains full responsibility for the care of patients and shall maintain such care regardless of student's capabilities or availabilities. Nothing contained in this Agreement or the Clinical Program shall limit or otherwise restrict the ability of Manager to provide all necessary care to patients.
- 3.6. Manager shall have custody and control of all medical records and charts contained in patient files and neither School nor student may remove or copy such records except with written permission from Manager.
- 3.7. Manager will have the right to take immediate action to correct any situation where Manager determines a patient may be at risk of harm. Thereafter, and if such action is the result of the student or Clinical Program, Manager shall notify School of the action taken. Manager may also immediately terminate participation by any student in the Clinical Program if Manager determines that a patient may be at risk of harm because of the action or inactions of a student or if a student otherwise does not comply with the terms of the Agreement.
- 3.8. In the event a student requires emergency medical care while on-site at Manager's facilities and participating in the Clinical Program, Manager shall provide or arrange for such

emergency care. Manager shall not be responsible for any costs associated with such care. Except as provided herein, Manager shall have no obligation to furnish any health care to students participating in the Clinical Program.

 Manager asserts that it does not discriminate for any reason prohibited by applicable federal, state, or local laws, including but not limited to race, sex, creed, color, religion, age, national origin, sexual orientation, or individual handicap in any aspect of employment or training. Manager complies with Title VI and VII of the civil rights act of 1954, Title VII and VIII of the Public Health Services Act, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendment Act of 1972 and the Age Discrimination Act of 1975.

4. Student Status and Responsibility

- 4.1. Students are required to comply with all standards, policies and procedures of Manager while participating in the Clinical Program.
- 4.2. Students will wear name tags and appropriate attire. This (these) identification nametag(s) can be issued by the College and/or Manager. This tag (these tags) shall be clearly visible and worn at all times while at Manager's facilities. If issue by Manager, students will return the identification nametag immediately upon request by Manager. If required, students will provide their own uniforms and are responsible for the cleaning and care of uniforms.
- 4.3. Nothing in this Agreement may be deemed to create a joint venture, employment, partnership, or other type of relationship between the parties other than that of independent contractors. Manager does not assume any liability under any law relating to Workers' Compensation on account of students performing, receiving training or traveling pursuant to this Agreement. Manager shall not be obligated to pay student or School any remuneration of any type for services performed as a result of this Agreement.
- 4.4. Students shall notify Manager prior to the scheduled start time if the student will be absent from scheduled participation in the Clinical Program.
- 4.5. Students shall review and confirm understanding and acceptance of the applicable policies and procedures of Manager prior to performing any service for any of Manager's patients related to such applicable policies and procedures.
- 4.6. Students shall not perform any services for any of Manager's patients unless student competency in such service has been previously observe d and validated by School Liaison or Manager Preceptor. In the vent competency is observed and validated by School Liaison, written evidence of such shall be provided to Manager upon request.
- 5. Terms. This Agreement is effective as of the date this Agreement is executed by Manager and remains in effect until terminated in accordance with the termination provisions set forth herein.

- 5.1 Either party may terminate this Agreement at any time without cause upon at least 30 days written notice to the other party. Should notice of termination be given under this Section, students already scheduled fir and/or participating in the Clinical Program at Manager's facilities at the time of the notice of termination, shall have an opportunity to complete any previously assigned clinical assignments.
- 5.2 Notwithstanding Section 5.1, either party may terminate this Agreement in the event of a material breach; such termination will be effective 30 days after written notice of breach has been provided to the breaching party, unless such breach has been cured by the breaching party prior to the end of the 30-day period.
- 5.3 Either party may terminate this Agreement immediately if any change of law, rule, or regulation, or interpretation of existing law, rule, or regulation would (i) make this Agreement, or a material portion of a party's performance under this Agreement illegal; or (ii) require that any material terms of this Agreement be extended to any nonparty.

Independent Contractors.

School, its personnel and students are at all times acting and performing under this Agreement as independent contractors. School will neither have nor exercise any control or direction over the methods by which Manager or its personnel's work is performed. As independent contractors, neither School, nor any of its personnel or students performing hereunder, is eligible to participate in any employee benefit program, including, without limitation, vacations and holiday benefits, of Manager or their parent or affiliated companies.

Insurance.

6.

7.

8.

Each party will self-insure or maintain at its sole expense, and in amounts consistent with industry standards, no less than \$1,000,000 for each claim and \$3,000,000 in the aggregate, insurance for general liability, to insure the respective party, its employees, and agents against any claim or claims for damages arising out of or in connection with the duties and obligations under the Agreement. The School will provide Certificates of Insurance to Manager as evidence that the insurance coverage required above is in effect, and School will provide 30-day prior written notice to Manager in the event of cancellation, non-renewal, or material changes with respect to each policy.

Indemnification.

To the extent and as limited by §768.28 of the Florida statutes, each party will indemnify, defend, and hold harmless the other party and such parties directors, officers, agents and employees from all claims, suits, judgements, demands, and other liabilities (including attorney's fees and costs) arising out of or relating to the indemnifying party's negligent or intentionally wrongful acts or omissions in connection with the performance of its obligations under the Agreement. This Section will survive the termination of this Agreement:

9. Patient Confidentiality.

School shall train students on the requirements of the Health Insurance Portability Act, as amended ("HIPPA"), and the related policies and procedures of Manager prior to students' participation in the Clinical Program. School shall ensure that students comply with HIPPA and Manager policies and procedures throughout the Clinical

Program. The parties acknowledge and agree that no protected health information is anticipated to be shared as a result of the Agreement or the Clinical Program. School agrees that students may be required to execute an agreement to keep patient information confidential.

10. Business Confidentiality. The parties acknowledge that certain proprietary and/or confidential technical and business information may be disclosed between the parties. Accordingly, each party will maintain the confidentiality of all such confidential information, including, without limitation, implementing those precautions such party employs with respect to its own proprietary and confidential information and disclosing it only to those employees who have a need to know in order to effectuate the purpose(s) of this Agreement. In no event will either party use any confidential information to benefit itself or others, except to the extent expressly authorized by this Agreement. Notwithstanding the foregoing, as used in this paragraph the term "confidential information" does not include information that is maintained and/or disclosed by either party in the normal course of its business operations or information that is (i) generally known to the public or the industry; (ii) independently developed by the receiving party; (iii) disclosed to the receiving party by a third party without the confidentiality obligations set forth herein; or (iv) required to be disclosed by any court of law or government agency included in Chapter 119 of the Florida statutes. This section will survive the termination of the Agreement.

11. General Provisions.

- 11.1. Assignment. This Agreement or any right or responsibility under this Agreement may not be assigned or transferred by either party without the prior written consent of the other party, except that Manager may assign this Agreement to its parent or an affiliated company without School's permission.
- 11.2. Entire Agreement. This Agreement, which includes any and all attachments, exhibits, riders, and other documents referenced herein, constitutes the entire and full agreement between the parties hereto and supersedes any previous contract and no changes, amendments or altercations will be effective unless reduced to a writing signed by a duly authorized representative of each party. Any prior agreements, documents, understandings, or representations relating to the subject matter of this Agreement not expressly set forth herein or referred to or incorporated herein by reference are of no effect.
- 11.3. Enforceability. If any term or provision of the Agreement is held to be invalid, illegal, or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable will not be affected or impaired thereby.
- 11.4. Force Majeure. The performance by either party hereunder will be excused to the extent of circumstances beyond such party's reasonable control, such as flood, tornado, earthquake, or other natural disaster, epidemic, war, material destruction of Manager's facilities, fire, acts of terrorism, acts of God, etc. In such event, the parties will use their best efforts to

resume performance as soon as reasonably possible under the circumstances giving rise to the party's failure to perform.

11.5. Notices. All notices provided for herein must be in writing and sent by U.S.certified mail, return receipt requested, postage prepaid, or by overnight delivery services providing proof of receipt to the addresses of the parties as set forth in this Section. Each party may designate by notice any future or different address to which totes will be sent. Notices will be deemed delivered upon receipt or refusal to accept delivery.

If to School:

Health Career Institute 1764 North Congress Avenue West Palm Beach, FL 33409

If to Provider:



Mission Clinic of Palm Springs, Inc. 3300 10th Ave. North Palm Springs, FL 33461

561-965-8970

- 11.6. Regulatory Compliance. This Agreement shall be construed in accordance with, and each party will comply with, all applicable laws, rules, and regulations for which jurisdiction in which services are provided under this Agreement, including without limitation, all applicable state and federal laws governing patient confidentiality. Each party will cooperate with reasonable requests by the other party for information that the requesting party may need for its compliance with applicable laws, rules, and/or regulations.
- Governing Law. The validity, construction, performance and effect of this Agreement shall be 11.7. governed by the laws of the state of Florida without regard to its principles of conflicts of laws, and any question arising under of the Agreement shall be construed or determined according to such laws, except to the extent preempted by federal law.
- 11.8. Section Headings. Section headings are inserted for convenience only and may not be used in any way to construe the terms of this Agreement.
- 11.9. Signatory Authority. Each party represents and warrants that the individual signing this Agreement on its behalf is duly authorized to bind each party to all terms and conditions of the Agreement.
- 11.10. Waiver. No waiver by either party with respect to any breach or default of any right or remedy and no course of dealing may be deemed to constitute a continuous waiver of any other breach or default or of any other right or remedy unless such a waiver is expressed in writing by the party to be bound.
- 11.11. Neither party shall use the name(s), trademark(s), or trade name(s) (whether registered or not) of any party in publicity releases or advertising or in any other manner without securing the written approval of the other.

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 333 of AUTHORIZATION OF AGREEMENT WITH FACILITY AND SCHOOL

Name of Facility: Mission Clinic Address: 3300 10th Avenue North City, State, Zip Code: Palm Springs, FL 33461 Name of Contact: Don Maness Title of Contact: Executive Director Phone Number of Contact: 561-626-1125 460-3555 Email of Contact: Dmaness@aol.com

SIGNED - NEXTÉ

Facility Administrator (PRINT NAME)

Facility Signature

Health Career Institute (West Palm Beach Main Campus) 1764 North Congress Avenue West Palm Beach, FL 33409

Sherry Raber, MMHC, MSN, RN **Director of Nursing** 561.586.0121 SRaber@hci.edu

Lauderdale Lakes (Branch of West Palm Beach) 4850 W. Oakland Park Boulevard Suite 123 Lauderdale Lakes, FL 33313

Sherry Raber, MMHC, MSN, RN **Director of Nursing** 561-586-0121 SRaber@hci.edu

herry Raby MnHC, MSP, No Sheey lag MHC, MSP No 6/20/17 ool Administrator (PRINT NAME) School Signature Date

Health Career Institute Affiliation Agreement - revised 5-20-2017

Page 4 of 4

1026

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement by their representative duly authorized.

SCHOOL:

HEALTH CAREER INSTITUTE 1764 NORTH CONGRESS AVE. WEST PALM BEACH, FL 33409

By:__

PROVIDER/MANAGER:

MISSION CLINIC OF PALM SPRINGS, INC. 3300 10TH AVE. NORTH PALM SPRINGS, FL 33461 56/-460-3555

By:

(print name)______ Title: ______ Date:

(print name) Don Maness Title: <u>Executive Director</u>

Date:

Page 9 of 9

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 335 of



1764 North Congress Avenue

West Palm Beach, Florida 33409

(561) 586-0121 Office (561) 471-4010 Fax

AFFILIATION AGREEMENT

This Agreement made and entered into on this date 9/15, 2017, between South County Mental Health Center, referred to as "Clinical Facility," and Health Career Institute (Main Campus) at 1764 N. Congress Ave, West Palm Beach, Florida 33409 and Lauderdale Lakes (Branch of West Palm Beach), 4850 W. Oakland Park Boulevard, Suite 123, Lauderdale Lakes, FL, 33313 a public corporation under the laws of the State of Florida, hereinafter referred to as "School".

Whereas, the parties hereto desire to enter into a contractual arrangement providing education and training of students in the Nursing (ADN) program, Paramedic, Emergency Medical Technician (EMT), and Associate in Science degree in Emergency Medical Services (EMS).

NOW THEREFORE, It Is Agreed Between The Parties As Follows:

1. The School has undertaken to educate and train students in the Nursing (ADN), Paramedic, EMT and EMS programs.

2. The programs shall be under the auspice of the School, as defined in Florida State Statutes Chapter 401, Administrative Code 64E-2.036 and 464.019 (1)(g)(h), 464.019 (1)(f)(g), 464.019 and 120.60, Training Program.

3. This agreement shall continue for three (3) years and may be renewed annually by the mutual consent of both parties. This agreement may be terminated by either party with or without cause upon thirty (30) days prior written notice, but such termination shall not be effective as to the then enrolled students who shall have an opportunity to complete their semester/program.

The School Further Agrees To:

1. The School hereby represents that it has complied and shall continue to comply with all applicable Federal and State statutes and local ordinances. Further, the School shall be solely responsible for obtaining and complying with all necessary permits, approvals and

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 336 of

authorizations required for the training programs, which are the subject of this Agreement from any federal, state, regional, county, or city agency.

2. Ensure that students in the program are subject to and comply with the rules and regulations of the School and receive the training and certification required by Statutes Chapter 401, Administrative Code 64E-2.036 and 464.019 (1)(g)(h), 464.019 (1)(f)(g), 464.019 and 120.60, Training Program and Clinical Sites.

3. Adhere to the policies and procedures established by the clinical site to include Exposure Control Plan for Blood Borne Pathogens and all related Infectious Control Policies.

4. Consult with the clinical site designee selecting clinical experiences for the students of the program. However, the School acknowledges and hereby agrees that such clinical experiences shall ultimately be decided by the clinical site and as the circumstances may permit.

5. Provide a list of students and the dates for which such students are expected to participate in the clinical experiences to Clinical Site.

6. The School shall ensure that each student provides at his or her own expense the following: (a) Uniforms (b) Laundry service (c) Transportation (d) Meals (e) Physical examination (f) Required immunizations (g) Hospital and medical treatment (i) Personal/private accident insurance or evidence of such protection so as to include Professional liability insurance coverage of not less than \$1,000,000.00 per occurrence and \$3,000,000.00 aggregate. Such insurance shall specifically include the Clinical Site as an additional insured.

7. No student shall perform any procedure(s) on a patient unless such student has previously demonstrated sufficient competency at such procedure(s) to satisfy any federal, state, regional, county, city and/or educational requirement(s) for the performance of such procedure(s).

The Clinical Site Further Agrees To:

1. Provide the necessary facilities for clinical experiences for Nursing (ADN), Paramedic, EMT and EMS programs.

2. Cooperate in the assignments of the students at The Clinical Site with staff of the School, however; such assignments shall be in accordance with the Clinical Sites established shifts, available qualified supervisory personnel and station availability.

3. Provide liaison between the Clinical Site administrator and the School Program Coordinator.

4. Provide for supervision at all times of students while participating in the clinical setting at the Clinical Site.

Both Parties Further Agree as Follows:

1. No student shall in connection with this agreement or performance of services hereunder have a right to or claim for any wages, salary, or any other form of compensation, unemployment compensation, civil service or other employee rights, privileges and/or benefits granted by operation of law or otherwise. No student shall be deemed an employee of the Clinical Site, for any purpose, during the performance of services hereunder.

2. Neither party to this Agreement nor their respective officers, agents, representatives or employees shall be deemed to have assumed any liability for the negligent or wrongful acts or omissions of the other.

3. To the extent permitted by law, the School, shall indemnify and save harmless and defend the Clinical Site, its agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action which may arise from any negligent act or omission of the School, its students, agents, servants, or employees in the performance of services under this Contract. Nothing in this provision shall be construed as consent by the Clinical Site to be sued.

4. This Agreement and any dispute, disagreement, or issue of construction, declaration or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided herein, performance or breach shall be governed and interpreted according to laws of the State of Florida. If any action, whether in law, equity or otherwise is brought for the interpretation or enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

5. The Clinical Site and the School, agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument

Health Career Institute Affiliation Agreement - revised 6-21-17

Page 3 of 4

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 338 of 1026

executed by the parties.

7. This agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

In the event that any section, paragraph, sentence, clause, or provision hereof is 8. held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

AUTHORIZATION OF AGREEMENT WITH FACILITY AND SCHOOL

South County Mental Health Center Name of Facility: Address: 16158 South Military Trail City, State, Zip Code: Delray Beach, FL 33484 Name of Contact: Title of Contact: Phone Number of Contact: 561-495-0522 (C) 561-302-2467 Email of Contact:

Facility Administrator (PRINT NAME)

Facility Signature

Date

Health Career Institute (West Palm Beach Main Campus) 1764 North Congress Avenue Suite 203 West Palm Beach, FL 33409

Sherry Raber, MMHC, MSN, RN **Director of Nursing** 561.586.0121 SRaber@hci.edu

Lauderdale Lakes (Branch of West Palm Beach) 4850 W. Oakland Park Boulevard Suite 123 Lauderdale Lakes, FL 33313

Sherry Raber, MMHC, MSN, RN **Director of Nursing** 561-586-0121 SRaber@hci.edu

Sherry Rober, MMHC, MSN, RN Sherry Raber, MMHC, MSN, RN Date

Health Career Institute Affiliation Agreement - revised 6-21-17

Page 4 of 4

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 339 of



1764 North Congress Avenue

West Palm Beach, Florida 33409

(561) 586-0121 Office (561) 471-4010 Fax

AFFILIATION AGREEMENT

This Agreement made and entered into on this date of <u>April, 9, 2018</u> between Community Health Center, referred to as "Clinical Facility," and Health Career Institute (Main Campus) at 1764 N. Congress Ave, West Palm Beach, Florida 33409 and Lauderdale Lakes (Branch of West Palm Beach), 4850 W. Oakland Park Boulevard, Suite 123, Lauderdale Lakes, FL, 33313 a public corporation under the laws of the State of Florida, hereinafter referred to as "School".

Whereas, the parties hereto desire to enter into a contractual arrangement providing education and training of students in the Nursing (ADN) program, Paramedic, Emergency Medical Technician (EMT), and Associate in Science degree in Emergency Medical Services (EMS).

NOW THEREFORE, It Is Agreed Between The Parties As Follows:

1. The School has undertaken to educate and train students in the Nursing (ADN), Paramedic, EMT and EMS programs.

2. The programs shall be under the auspice of the School, as defined in Florida State Statutes Chapter 401, Administrative Code 64E-2.036 and 464.019 (1)(g)(h), 464.019 (1)(f)(g), 464.019 and 120.60, Training Program.

3. This agreement shall continue for three (3) years and may be renewed annually by the mutual consent of both parties. This agreement may be terminated by either party with or without cause upon thirty (30) days prior written notice, but such termination shall not be effective as to the then enrolled students who shall have an opportunity to complete their semester/program.

The School Further Agrees To:

1. The School hereby represents that it has complied and shall continue to comply with all applicable Federal and State statutes and local ordinances. Further, the School shall be solely responsible for obtaining and complying with all necessary permits, approvals and

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 340 of

authorizations required for the training programs, which are the subject of this Agreement from any federal, state, regional, county, or city agency.

2. Ensure that students in the program are subject to and comply with the rules and regulations of the School and receive the training and certification required by Statutes Chapter 401, Administrative Code 64E-2.036 and 464.019 (1)(g)(h), 464.019 (1)(f)(g), 464.019 and 120.60, Training Program and Clinical Sites.

3. Adhere to the policies and procedures established by the clinical site to include Exposure Control Plan for Blood Borne Pathogens and all related Infectious Control Policies.

4. Consult with the clinical site designee selecting clinical experiences for the students of the program. However, the School acknowledges and hereby agrees that such clinical experiences shall ultimately be decided by the clinical site and as the circumstances may permit.

5. Provide a list of students and the dates for which such students are expected to participate in the clinical experiences to Clinical Site.

6. The School shall ensure that each student provides at his or her own expense the following: (a) Uniforms (b) Laundry service (c) Transportation (d) Meals (e) Physical examination (f) Required immunizations (g) Hospital and medical treatment (i) Personal/private accident insurance or evidence of such protection so as to include Professional liability insurance coverage of not less than \$1,000,000.00 per occurrence and \$3,000,000.00 aggregate. Such insurance shall specifically include the Clinical Site as an additional insured.

7. No student shall perform any procedure(s) on a patient unless such student has previously demonstrated sufficient competency at such procedure(s) to satisfy any federal, state, regional, county, city and/or educational requirement(s) for the performance of such procedure(s).

The Clinical Site Further Agrees To:

1. Provide the necessary facilities for clinical experiences for Nursing (ADN), Paramedic, EMT and EMS programs.

2. Cooperate in the assignments of the students at The Clinical Site with staff of the School, however; such assignments shall be in accordance with the Clinical Sites established shifts, available qualified supervisory personnel and station availability.

3. Provide liaison between the Clinical Site administrator and the School Program Coordinator.

4. Provide for supervision at all times of students while participating in the clinical setting at the Clinical Site.

Both Parties Further Agree as Follows:

1. No student shall in connection with this agreement or performance of services hereunder have a right to or claim for any wages, salary, or any other form of compensation, unemployment compensation, civil service or other employee rights, privileges and/or benefits granted by operation of law or otherwise. No student shall be deemed an employee of the Clinical Site, for any purpose, during the performance of services hereunder.

2. Neither party to this Agreement nor their respective officers, agents, representatives or employees shall be deemed to have assumed any liability for the negligent or wrongful acts or omissions of the other.

3. To the extent permitted by law, the School, shall indemnify and save harmless and defend the Clinical Site, its agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action which may arise from any negligent act or omission of the School, its students, agents, servants, or employees in the performance of services under this Contract. Nothing in this provision shall be construed as consent by the Clinical Site to be sued.

4. This Agreement and any dispute, disagreement, or issue of construction, declaration or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided herein, performance or breach shall be governed and interpreted according to laws of the State of Florida. If any action, whether in law, equity or otherwise is brought for the interpretation or enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

5. The Clinical Site and the School, agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument

executed by the parties.

7. This agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

8. In the event that any section, paragraph, sentence, clause, or provision hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

AUTHORIZATION OF AGREEMENT WITH FACILITY AND SCHOOL

Name of Facility: Community Health Center Address: 2100 W 45th Street Suite A8/9 City, State, Zip Code: West Palm Beach, FL 33409 Name of Contact: Title of Contact: Phone Number of Contact: Email of Contact:

George Papadimitrion. Facility Administrator (PRINT NAME)

Health Career Institute (West Palm Beach Main Campus) 1764 North Congress Avenue Suite 203 West Palm Beach, FL 33409

Robert W. Bonds, M.B.A **Chief Operating Officer** 561.586.0121 rbonds@hci.edu

Robert W. Bonds, C.O.O. (PRINT)

Facility Signature

4/24/18,

Lauderdale Lakes (Branch of West Palm Beach) 4850 W. Oakland Park Boulevard Suite 123 Lauderdale Lakes, FL 33313

Robert W. Bonds, M.B.A **Chief Operating Officer** 561-586.0121 rbonds@hci.edu

20NDS 4-24-18

Bonds. Robert

Health Career Institute Affiliation Agreement - revised 6-21-17

Page 4 of 4



1764 North Congress Avenue

1

Ľ

West Palm Beach, Florida 33409

(561) 586-0121 Office (561) 471-4010 Fax

AFFILIATION AGREEMENT

This Agreement made and entered into on this date, June , 2017, between Advent Square, referred to as "Clinical Facility," and Health Career Institute Main Campus at 1764 N. Congress Ave, West Palm Beach, Florida 33409 and Lauderdale Lakes, 4850 W. Oakland Park Boulevard, Suite 123, Lauderdale Lakes, FL, 33313 a public corporation under the laws of the State of Florida, hereinafter referred to as "SCHOOL".

Whereas, the parties hereto desire to enter into a contractual arrangement providing for education and training of students in the Paramedic, Emergency Medical Technician (EMT), and Associate in Science degree in Nursing (A.D.N.) program.

NOW THEREFORE, It is Agreed Between The Parties As Follows:

1. The School has undertaken to educate and train students in the Paramedic, EMT and Associate in Science degree in Nursing (A.D.N.) program.

The programs shall be under the auspice of the School, as defined in Florida State
 Statutes Chapter 401, Administrative Code 64E-2.036 and 464.019 (1)(g)(h), 464.019 (1)(f)(g),
 464.019 and 120.60, Training Program.

3. This agreement shall continue for three (3) years and may be renewed annually by the mutual consent of both parties. This agreement may be terminated by either party with or without cause upon thirty (30) days prior written notice, but such termination shall not be effective as to the then enrolled students who shall have an opportunity to complete their program.

The School Further Agrees To:

1. The School hereby represents that it has complied and shall continue to comply with all applicable Federal and State statutes and local ordinances. Further, the School shall be solely responsible for obtaining and complying with all necessary permits, approvals and

> Revised 9.28.15 Page 1 of 4

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 344 of 1026 authorizations required for the training programs, which are the subject of this Agreement from any federal, state, regional, county, or city agency.

2. Ensure that students in the program are subject to and comply with the rules and regulations of the School and receive the training and certification required by Statutes Chapter 401, Administrative Code 64E-2.036 and 464.019 (1)(g)(h), 464.019 (1)(f)(g), 464.019 and 120.60, Training Program and Clinical Sites.

3. Adhere to the policies and procedures established by the clinical site to include Exposure Control Plan for Blood Borne Pathogens and all related Infectious Control Policies.

4. Consult with the clinical site designee selecting clinical experiences for the students of the program. However, the School acknowledges and hereby agrees that such clinical experiences shall ultimately be decided by the clinical site and as the circumstances may permit.

5. Provide a list of students and the dates for which such students are expected to participate in the clinical experiences to Clinical Site.

6. The School shall ensure that each student provides at his or her own expense the following: (a) Uniforms (b) Laundry service (c) Transportation (d) Meals (e) Physical examination (f) Required immunizations (g) Hospital and medical treatment (i) Personal/private accident insurance or evidence of such protection so as to include Professional liability insurance coverage of not less than \$1,000,000.00 per occurrence and \$3,000,000.00 aggregate. Such insurance shall specifically include the Clinical Site as an additional insured.

7. No student shall perform any procedure(s) on a patient unless such student has previously demonstrated sufficient competency at such procedure(s) to satisfy any federal, state, regional, county, city and/or educational requirement(s) for the performance of such procedure(s).

The Clinical Site Further Agrees To:

1. Provide the necessary facilities for clinical experiences for Paramedic, EMT and Associate in Science degree in Nursing (A.D.N.) program.

2. Cooperate in the assignments of the students at The Clinical Site with staff of the School, however; such assignments shall be in accordance with the Clinical Sites established shifts, available qualified supervisory personnel and station availability.

3. Provide liaison between the Clinical Site administrator and the School Program

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 345 of 1026 Coordinator.

4. Provide for supervision at all times of students while participating in the clinical setting at the Clinical Site.

Both Parties Further Agree as Follows:

1. No student shall in connection with this agreement or performance of services hereunder have a right to or claim for any wages, salary, or any other form of compensation, unemployment compensation, civil service or other employee rights, privileges and/or benefits granted by operation of law or otherwise. No student shall be deemed an employee of the Clinical Site, for any purpose, during the performance of services hereunder.

2. Neither party to this Agreement nor their respective officers, agents, representatives or employees shall be deemed to have assumed any liability for the negligent or wrongful acts or omissions of the other.

3. To the extent permitted by law, the SCHOOL, shall indemnify and save harmless and defend the Clinical Site, its agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action which may arise from any negligent act or omission of the SCHOOL, its students, agents, servants, or employees in the performance of services under this Contract. Nothing in this provision shall be construed as consent by the Clinical Site to be sued.

4. This Agreement and any dispute, disagreement, or issue of construction, declaration or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided herein, performance or breach shall be governed and interpreted according to laws of the State of Florida. If any action, whether in law, equity or otherwise is brought for the interpretation or enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

5. The Clinical Site and the SCHOOL, agree that this Agreement sets forth the entire

Document 141-2 Entered on FLSD Docket 12/19/2023 Page 346 of ase 9.22-cv-81883-RAR

agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties.

7. This agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

8. In the event that any section, paragraph, sentence, clause, or provision hereof is

held invalid by a court of competent jurisdiction, such holding shall not affect the remaining

portions of this Agreement and the same shall remain in full force and effect.

AUTHORIZATION OF AGREEMENT WITH FACILITY AND SCHOOL

Name of Facility: **Advent Square** 4798 N Dixie Hwy. Address: City, State, Zip Code: Boca Raton, FL 33431 Tom-Dowd Dowiece, CDP, Name of Contact: Title of Contact: Director/Administrator Phone Number of Contact: S(0|-39|-420T)Email of Contact:

Facility Administrator (PRINT NAME)

Facility Signature

Lauderdale Lakes

Health Career Institute (West Palm Beach Main Campus) **1764 North Congress Avenue** West Palm Beach, FL 33409

Sherry Raber, MMHC, MSN, RN Director of Nursing 561.586.0121 SRaber@hci.edu

(Branch of West Palm Beach) 4850 W. Oakland Park Boulevard Suite 123 Lauderdale Lakes, FL 33313

Sherry Raber, MMHC, MSN, RN **Director of Nursing** 561-586-0121 SRaber@hci.edu

School Administrator (PRINT NAME)

School Signature

Sherry RASA, MALC, MIN, RU

Date hey las, MAC, MSN, Mr 7/-1/17

Health Career Institute Affiliation Agreement - revised 6-21-17

Page 4 of 5

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 347 of



HEALTH CAREER INSTITUTE

(561) 586-0121 Office

(561) 586-7616 Fax

AGREEMENT

This Agreement, made and entered on August 8, 2016 by Health Career Institute and between <u>Dr. Tomaselli Center</u>, hereinafter referred to as "FACILITY", and Health Career Institute 1764 N. Congress Avenue, West Palm Beach, Fl. 33409 a public corporation under the laws of the State of Florida, hereinafter referred to as "SCHOOL".

Whereas, the parties hereto desire to enter into a contractual arrangement providing for education and training of students in the Nursing program.

NOW THEREFORE, It Is Agreed Between The Parties As Follows:

1. The School has undertaken to educate and train students in the Nursing programs.

2. The programs shall be under the auspice of the School, as defined in Florida State Statute Chapter 401 and Administrative Code 64J-1, Training Program.

3. This agreement shall continue for three (3) year and will be renewed annually by the mutual consent of both parties. This agreement may be terminated by either party with or without cause upon thirty (30) days prior written notice, but such termination shall not be effective as to the then enrolled students who shall have an opportunity to complete their program.

The School Further Agrees To:

1. The School hereby represents that it has complied and shall continue to comply with all applicable Federal and State statutes and local ordinances. Further, the School shall be solely responsible for obtaining and complying with all necessary permits, approvals and authorizations required for the training programs which are the subject of this Agreement from any federal, state, regional, county, or city agency. 2. Ensure that students in the Nursing program are subject to and comply with the rules and regulations of the School and receive the training and certification required by Florida State Statute Section 401.2701 and Administrative Code 64J-1, Training Program.

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 348 of

3. Adhere to the all policies and procedures established by FACILITY to include Exposure Control Plan for Blood Borne Pathogens and all related Infectious Control Policies.

4. Consult with the FACILITY designee selecting Field Internship experiences for the students of the program. However, the School acknowledges and hereby agrees that such clinical experiences shall ultimately be decided by FACILITY and as the circumstances may permit.

5. Provide a list of students and the dates for which such students are expected to participate in the Field Internship experiences to FACILITY.

6. The School shall ensure that each student provides at his or her own expense the following:

a. Uniforms

b. Laundry service

c. Transportation

d. Meals

e. Physical examination

f. Required immunizations

g. Hospital and medical treatment

h. Personal/private accident insurance or evidence of such protection so as to include Professional liability insurance coverage of not less than \$1,000,000.00 per occurrence and \$3,000,000.00 aggregate. Such insurance shall specifically include FACILITY as an additional insured.

7. No student shall perform any procedure(s) on a patient unless such student has previously demonstrated sufficient competency at such procedure(s) so as to satisfy any federal, state, regional, county, city and/or educational requirement(s) for the performance of such procedure(s).

FACILITY Further Agrees To:

1. Provide the necessary facilities for clinical experiences for nursing instruction.

2. Cooperate in the assignments of the students at FACILITY with staff of the School, however; such assignments shall be in accordance with the FACILITY's established shifts, available qualified supervisory personnel and station availability.

2

Caşe 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 349 of 1026 3. Provide liaison between the FACILITY administrator and the School Nursing

Program coordinator.

4. Provide for supervision at all times of students while participating in the clinical setting at FACILITY.

5. Any student of the SCHOOL that is an employee of the FACILITY, shall never be considered as an official member of the "crew" while participating as a student of the SCHOOL. FACILITY will assure that the normal staffing of a rescue unit will be maintained in an addition to the student.

Both Parties Further Agree as Follows:

1. No student shall in connection with this agreement or performance of services hereunder have a right to or claim for any wages, salary, or any other form of compensation, unemployment compensation, civil service or other employee rights, privileges and/or benefits granted by operation of law or otherwise. No student shall be deemed an employee of FACILITY, for any purpose, during the performance of services hereunder.

2. Neither party to this Agreement nor their respective officers, agents, representatives or employees shall be deemed to have assumed any liability for the negligent or wrongful acts or omissions of the other.

3. To the extent permitted by law, the SCHOOL, shall indemnify and save harmless and defend FACILITY, its agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action which may arise from any negligent act or omission of the SCHOOL, its students, agents, servants, or employees in the performance of services under this Contract. Nothing in this provision shall be construed as consent by FACILITY to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

4. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

5. This Agreement and any dispute, disagreement, or issue of construction, declaration or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided herein, performance or breach shall be governed and interpreted according to laws of the State of Florida. Any and all action necessary to enforce the Agreement will be

3 ...

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 350 of held in Palm Beach County, Florida. If any action, whether in law, equity or otherwise is brought for the interpretation or enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

6. FACILITY and the SCHOOL, agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties.

7. Failure of FACILITY to enforce or exercise any right(s) under this agreement shall not be deemed a waiver of FACILITY'S right to enforce or exercise said right(s) at any time thereafter.

8. This agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

9. In the event that any section, paragraph, sentence, clause, or provision hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

BY:⁴ THOMAS

CHIEF ACADEMIC OFFICER

B ERS. M

UIRECTOR OF NURSING

APPROVED AS TO TERMS AND CONDITIONS

BY: ALFRED A. TOMASELUS DO BY: CENTER DIRECTOR (PRINT)

CENTER DIRECTOR SIGNATURE

9 9 16 DATE:

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 351 of 1026

1764 North Congress Avenue West Palm Beach, Florida 33409 (561) 586-0121 Office (561) 471-4010 Fax



AFFILIATION AGREEMENT

This Agreement made and entered into on this date of <u>772776</u> between NO KAUTY (ABS <u>BADEST HID</u>, referred to as "Clinical Facility," and Health Career Institute (Main Campus) at 1764 N. Congress Ave, West Palm Beach, Florida 33409 and Lauderdale Lakes (Branch of West Palm Beach), 4850 W. Oakland Park Boulevard, Suite 123, Lauderdale Lakes, FL, 33313 a public corporation under the laws of the State of Florida, hereinafter referred to as "School".

Whereas, the parties hereto desire to enter into a contractual arrangement providing education and training of students in the Nursing (ADN) program, Paramedic, Emergency Medical Technician (EMT), and Associate in Science degree in Emergency Medical Services (EMS).

NOW THEREFORE, It is Agreed Between The Parties As Follows:

1. The School has undertaken to educate and train students in the Nursing (ADN), Paramedic, EMT and EMS programs.

2. The programs shall be under the auspice of the School, as defined in Florida State Statutes Chapter 401, Administrative Code 64E-2.036 and 464.019 (1)(g)(h), 464.019 (1)(f)(g), 464.019 and 120.60, Training Program.

3. This agreement shall continue for three (3) years and may be renewed annually by the mutual consent of both parties. This agreement may be terminated by either party with or without cause upon thirty (30) days prior written notice, but such termination shall not be effective as to the then enrolled students who shall have an opportunity to complete their semester/program.

The School Further Agrees To:

1. The School hereby represents that it has complied and shall continue to comply

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 352 of 1026

with all applicable Federal and State statutes and local ordinances. Further, the School shall be solely responsible for obtaining and complying with all necessary permits, approvals and authorizations required for the training programs, which are the subject of this Agreement from any federal, state, regional, county, or city agency.

2. Ensure that students in the program are subject to and comply with the rules and regulations of the School and receive the training and certification required by Statutes Chapter 401, Administrative Code 64E-2.036 and 464.019 (1)(g)(h), 464.019 (1)(f)(g), 464.019 and 120.60, Training Program and Clinical Sites.

3. Adhere to the policies and procedures established by the clinical site to include Exposure Control Plan for Blood Borne Pathogens and all related Infectious Control Policies.

4. Consult with the clinical site designee selecting clinical experiences for the students of the program. However, the School acknowledges and hereby agrees that such clinical experiences shall ultimately be decided by the clinical site and as the circumstances may permit.

5. Provide a list of students and the dates for which such students are expected to participate in the clinical experiences to Clinical Site.

6. The School shall ensure that each student provides at his or her own expense the following: (a) Uniforms (b) Laundry service (c) Transportation (d) Meals (e) Physical examination (f) Required immunizations (g) Hospital and medical treatment (i) Personal/private accident insurance or evidence of such protection so as to include Professional liability insurance coverage of not less than \$1,000,000.00 per occurrence and \$3,000,000.00 aggregate. Such insurance shall specifically include the Clinical Site as an additional insured.

7. No student shall perform any procedure(s) on a patient unless such student has previously demonstrated sufficient competency at such procedure(s) to satisfy any federal, state, regional, county, city and/or educational requirement(s) for the performance of such procedure(s).

The Clinical Site Further Agrees To:

1. Provide the necessary facilities for clinical experiences for Nursing (ADN), Paramedic, EMT and EMS programs.

2. Cooperate in the assignments of the students at The Clinical Site with staff of the School, however; such assignments shall be in accordance with the Clinical Sites established

shifts, available gualified supervisory personnel and station availability.

3. Provide liaison between the Clinical Site administrator and the School Program Coordinator.

4. Provide for supervision at all times of students while participating in the clinical setting at the Clinical Site.

Both Parties Further Agree as Follows:

1. No student shall in connection with this agreement or performance of services hereunder have a right to or claim for any wages, salary, or any other form of compensation, unemployment compensation, civil service or other employee rights, privileges and/or benefits granted by operation of law or otherwise. No student shall be deemed an employee of the Clinical Site, for any purpose, during the performance of services hereunder.

2. Neither party to this Agreement nor their respective officers, agents, representatives or employees shall be deemed to have assumed any liability for the negligent or wrongful acts or omissions of the other.

3. To the extent permitted by law, the School, shall indemnify and save harmless and defend the Clinical Site, its agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action which may arise from any negligent act or omission of the School, its students, agents, servants, or employees in the performance of services under this Contract. Nothing in this provision shall be construed as consent by the Clinical Site to be sued.

4. This Agreement and any dispute, disagreement, or issue of construction, declaration or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided herein, performance or breach shall be governed and interpreted according to laws of the State of Florida. If any action, whether in law, equity or otherwise is brought for the interpretation or enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

Health Career Institute Affiliation Agreement - revised 6-21-17

Page 3 of 4

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 354 of P We __Sherry Raber, MMHC, MSN, RN-(ERINT)_ __Sherry Raber, MMHC, MSN, RN Date S640 CCO OR Bord 5 Karb æ¥.

Knolan DeVevo, BSN, RN, MSNc (PRINT)

Knolan DeVevo, BSN, RN, MSNc

Date

Health Career Institute Affiliation Agreement - revised 6-21-17

Page 5 of 4

The Clinical Site and the School, agree that this Agreement sets forth the entire 5. agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the partles.

This agreement shall not be construed more strongly against either party 7. regardless of who was more responsible for its preparation.

In the event that any section, paragraph, sentence, clause, or provision hereof is 8. held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

AUTHORIZATION OF AGREEMENT WITH FACILITY AND SCHOOL

BODAGE MD ND BEPLETY UABS 1000 N OHNE AVE Name of Facility: Address: 320 S. OULAD RILLE WPB, RL 33480 City, State, Zip Code: 2,3340 1 Name of Contact: AD'1887E FENNIFED Title of Contact: (561) 655 - 6327 Phone Number of Contact: Email of Contact:

Facility Administrator (PRINT NAME)

Facility Signature

Health Career Institute (West Palm Beach Main Campus) 1764 North Congress Avenue Suite 203 West Palm Beach, FL 33409

Sherry Raber, MMHC, MSN, RN **Director of Nursing** 561.586.0121

Lauderdale Lakes (Branch of West Palm Beach) 4850 W. Oakland Park Boulevard Suite 123 Lauderdale Lakes, FL 33313

Sherry Raber, MMHC, MSN, RN Director of Nursing 561-586-0121 SRaber@hci.edu

Health Career Institute Affiliation Agreement - revised 6-21-17

Page 4 of 4



1764 North Congress Avenue

West Palm Beach, Florida 33409

(561) 586-0121 Office (561) 471-4010 Fax

AFFILIATION AGREEMENT

This Agreement made and entered into on this date of 2010-2018 between The Brain and pine Freduce, referred to as "Clinical Facility," and Health Career Institute (Main Campus) at 1764 N. Congress Ave, West Palm Beach, Florida 33409 and Lauderdale Lakes (Branch of West Palm Beach), 4850 W. Oakland Park Boulevard, Suite 123, Lauderdale Lakes, FL, 33313 a public corporation under the laws of the State of Florida, hereinafter referred to as "School".

Whereas, the parties hereto desire to enter into a contractual arrangement providing education and training of students in the Nursing (ADN) program, Paramedic, Emergency Medical Technician (EMT), and Associate in Science degree in Emergency Medical Services (EMS).

NOW THEREFORE, It is Agreed Between The Parties As Follows:

1. The School has undertaken to educate and train students in the Nursing (ADN), Paramedic, EMT and EMS programs.

2. The programs shall be under the auspice of the School, as defined in Florida State Statutes Chapter 401, Administrative Code 64E-2.036 and 464.019 (1)(g)(h), 464.019 (1)(f)(g), 464.019 and 120.60, Training Program.

3. This agreement shall continue for three (3) years and may be renewed annually by the mutual consent of both parties. This agreement may be terminated by either party with or without cause upon thirty (30) days prior written notice, but such termination shall not be effective as to the then enrolled students who shall have an opportunity to complete their semester/program.

The School Further Agrees To:

1. The School hereby represents that it has complied and shall continue to comply with all applicable Federal and State statutes and local ordinances. Further, the School shall be solely responsible for obtaining and complying with all necessary permits, approvals and authorizations required for the training programs, which are the subject of this Agreement from any federal, state, regional, county, or city agency.

2. Ensure that students in the program are subject to and comply with the rules and regulations of the School and receive the training and certification required by Statutes Chapter 401, Administrative Code 64E-2.036 and 464.019 (1)(g)(h), 464.019 (1)(f)(g), 464.019 and 120.60, Training Program and Clinical Sites.

3. Adhere to the policies and procedures established by the clinical site to include Exposure Control Plan for Blood Borne Pathogens and all related Infectious Control Policies.

4. Consult with the clinical site designee selecting clinical experiences for the students of the program. However, the School acknowledges and hereby agrees that such clinical experiences shall ultimately be decided by the clinical site and as the circumstances may permit.

5. Provide a list of students and the dates for which such students are expected to participate in the clinical experiences to Clinical Site.

6. The School shall ensure that each student provides at his or her own expense the following: (a) Uniforms (b) Laundry service (c) Transportation (d) Meals (e) Physical examination (f) Required immunizations (g) Hospital and medical treatment (i) Personal/private accident insurance or evidence of such protection so as to include Professional liability insurance coverage of not less than \$1,000,000.00 per occurrence and \$3,000,000.00 aggregate. Such insurance shall specifically include the Clinical Site as an additional insured.

7. No student shall perform any procedure(s) on a patient unless such student has previously demonstrated sufficient competency at such procedure(s) to satisfy any federal, state, regional, county, city and/or educational requirement(s) for the performance of such procedure(s).

The Clinical Site Further Agrees To:

1. Provide the necessary facilities for clinical experiences for Nursing (ADN), Paramedic, EMT and EMS programs.

2. Cooperate in the assignments of the students at The Clinical Site with staff of the School, however; such assignments shall be in accordance with the Clinical Sites established shifts, available qualified supervisory personnel and station availability.

3. Provide liaison between the Clinical Site administrator and the School Program Coordinator.

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 358 of 1026

4. Provide for supervision at all times of students while participating in the clinical setting at the Clinical Site.

Both Parties Further Agree as Follows:

1. No student shall in connection with this agreement or performance of services hereunder have a right to or claim for any wages, salary, or any other form of compensation, unemployment compensation, civil service or other employee rights, privileges and/or benefits granted by operation of law or otherwise. No student shall be deemed an employee of the Clinical Site, for any purpose, during the performance of services hereunder.

2. Neither party to this Agreement nor their respective officers, agents, representatives or employees shall be deemed to have assumed any liability for the negligent or wrongful acts or omissions of the other.

3. To the extent permitted by law, the School, shall indemnify and save harmless and defend the Clinical Site, its agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action which may arise from any negligent act or omission of the School, its students, agents, servants, or employees in the performance of services under this Contract. Nothing in this provision shall be construed as consent by the Clinical Site to be sued.

4. This Agreement and any dispute, disagreement, or issue of construction, declaration or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided herein, performance or breach shall be governed and interpreted according to laws of the State of Florida. If any action, whether in law, equity or otherwise is brought for the interpretation or enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

5. The Clinical Site and the School, agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 359 of

executed by the parties.

This agreement shall not be construed more strongly against either party 7. regardless of who was more responsible for its preparation.

In the event that any section, paragraph, sentence, clause, or provision hereof is 8. held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

AUTHORIZATION OF AGREEMENT WITH FACILITY AND SCHOOL

Name of Facility: The Brain and Spine Institute Address: 5 Harrard Cir, Ste. 104 City, State, Zip Code: West Rolm Beach, FL 33409 Name of Contact: Carlene Benjamin Title of Contact: Practice Manager Phone Number of Contact: 561.603 6652 Email of Contact: Carlere Be The Bain and Spine. Cor

arlene

Facility Administrator (PRINT NAME)

Fadilitý Signature

Health Career Institute (West Palm Beach Main Campus) 1764 North Congress Avenue Suite 203 West Palm Beach, FL*33409

Sherry Raber, MMHC, MSN, RN **Director of Nursing** 561.586.0121

Lauderdale Lakes (Branch of West Palm Beach) 4850 W. Oakland Park Boulevard Suite 123 Lauderdale Lakes, FL 33313

Sherry Raber, MMHC, MSN, RN **Director of Nursing** 561-586-0121 SRaber@hci.edu

aber_MMHC_MSN_RN_(PRINT)

Sherry Raber, MMHC, MSN, RN

Date

OR

Knolan DeVevo, BSN, RN, MSNc (PRINT)

Knolan DeVevo, BSN, RN, MSNc

Date

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 360 of 1026

EXHIBIT 13

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 361 of 1026



ANNUAL REPORT FOR PROGRAMS IN NURSING

- **GUIDELINES:** An Annual Report to be prepared and submitted by the faculty of the school of nursing will provide the Florida Board of Nursing information as required by section 464.019, F.S.
- **PURPOSE:** To provide a mechanism to monitor components essential to the maintenance of an approved nursing education program in Florida.
- DIRECTIONS: To complete the annual report form attached, use data from the preceding academic year (July 1-June 30). Complete a separate Annual Report for each unique NCLEX code.

The annual report is due to the Florida Board of Nursing office by November 1st annually pursuant to section 464.019 (4), F.S.

Name of School of Nursing HEALTH CAREER INSTITUTE

Address 1764 N. CONGRESS AVE, SUITE 203, WEST PALM BEACH, FL 33409 (WEST PALM BEACH)

4850 W. OAKLAND PARK BLVD., SUITE 123, LAUDERDALE LAKES, FL 33313 (LAUDERDALE LAKES)

NCLEX Code: 70755 (APPLIES TO BOTH WEST PALM BEACH & LAUDERDALE LAKES)

Type of Nursing Program for this Report: BSN ADN X DIPLOMA PN

Dean/Director of Nursing Program

Name and credentials SHERRY RABER, MSN, RN

Title DIRECTOR OF NURSING

Email SRABER@HCI.EDU

 Nursing Program Phone #:
 561-586-0121
 Fax_561-471-4010
 (WEST PALM BEACH)

 954-579-2001
 561-471-4010
 (LAUDERDALE LAKES)

Board of Nursing, Annual Report DH-MQA 1096, 05/10 (Rule 64B9-2.016, F.A.C.)

These questions should be answered to the extent applicable for the previous academic SECTION I: year pursuant to s. 464.019(4), F.S.

- The number of student applications received 265 1)
- The number of qualified applicants 184 2)
- The number of applicants accepted 184 3)
- 4) The number of accepted applicants who enroll in the program _184
- The number of students enrolled in the program 207 5)
- The number of program graduates 66 6)
- 7) The program's retention rates for students tracked from program entry to graduation 70%
- 8) The program's accreditation status, including identification of the accrediting agencies not described in s. 464.003(1), F.S . ACCSC - APPROVED. SITE VISIT 9-11-17 & 9-12-17

ACEN - ELIGIBLE FOR CANDIDACY STATUS. RESPONSE TO CANDIDACY PRESENTATION RECEIVED WITH **RESPONSE DUE 4-7-2018. HCI ANTICIPATES** SUBMITTING RESPONSE BY 9-1-2017. UPON RECEIPT AND ACCEPTANCE, SITE VISIT WILL BE SCHEDULED.

SECTION II: Provide a summary description of the program's compliance with s. 464.019(1)(a)-(g), F.S.

PLEASE SEE ATTACHED

SECTION III: Affidavit

Please complete an Affidavit certifying continued compliance with s. 464.019(1), F.S. Mail the Affidavit with the Annual Report to the Board of Nursing. These documents should be received in the Board of Nursing office by November 1st.

Board of Nursing, Annual Report DH-MQA 1096, 05/10 (Rule 64B9-2.016, F.A.C.) Case 9:22-cv-81883-RAR Document 141-2 CErtified on FLSD Docket 12/19/2023 Page 363 of



Summary Description of the Program's Compliance with s. 464.019(l)(a)-(g), F.S. (West Palm Beach & Lauderdale Lakes Campuses)

The program director and 50 percent of the program's faculty members are registered nurses who have a master's degree in nursing. The program's nursing major curriculum consists of at least fifty percent clinical training in the United States, and no more than 50 percent of the program's clinical training consists of clinical simulation. The program has signed agreements with each agency, facility, and organization included in the curriculum plan as clinical training sites and community-based clinical experience sites.

The program has written policies for faculty which include provisions for direct or indirect supervision by program faculty or clinical preceptors for students in clinical training delineating clinical faculty student ratio of no more than 9 students and in some hospitals the ratio is less. For a hospital setting, indirect supervision occurs only if there is direct supervision by an assigned clinical preceptor, a supervising program faculty member is available by telephone, and such arrangement is approved by the clinical facility.

Community-based clinical experiences involve student participation in invasive and/or complex nursing activities, students are directly supervised by program faculty member or a clinical preceptor and is approved by the community based clinical facility. For the community-based clinical experiences that does not involve student participation in invasive and/or complex nursing activities, faculty member is available to the student by phone. The program policies requires that the clinical preceptor that is supervising the students in the professional nursing education program be a registered nurse.

The professional curriculum plan documents theoretical, and clinical instruction in medical surgical nursing, maternal child and pediatrics, geriatric nursing, and psychiatric nursing. Clinical nursing experience is documented in the appropriate setting such as acute care, long term care, rehabilitation care, and community setting.

Theoretical instruction and clinical application is being provided in personal, family, and community health concepts; pharmacology, medication administration legal aspects of nursing practice, interpersonal relationships, leadership skills, professional role and function and health teaching and counseling skills.

Health Career Institute – West Palm Beach 1764 North Congress Avenue, Suite 203 West Palm Beach, FL 33409 561.586.0121 Health Career Institute – Lauderdale Lakes 4850 W. Oakland Park Blvd., Suite 123 Lauderdale Lakes, FL 33313 954.579-2001

www.HCI.edu

Nursing Education Program Affidavit of Compliance

STATE OF FLORIDA

COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared ______ SHERRY RABER

who is the nursing program director at HEALTH CAREER INSTITUTE - WPB & LL CAMPUSES,

after being duly sworn, deposes and states as follows:

I certify continued compliance with s. 464.019, Florida Statutes

Nursing Program Name NURSING (ADN)

FURTHER AFFIANT SAYETH NAUGHT.

SWORN TO AND SUBSCRIBED before me this 26 day of JUCY, 2	0/7
by <u>Herry RABER</u> who is personally known to me or has provided identified	cation
in the form of DRIVER'S LICENSE.	
NOTARY PUBLIC Jan Jullari	
Commission number	
Seal: Notary Public State of Florida Joan Cuellari My Commission FF 910301 Expires 09/26/2019	

Board of Nursing, Annual Report DH-MQA 1096, 05/10 (Rule 64B9-2.016, F.A.C.) Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 365 of 1026

EXHIBIT 14

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 366 of 1026 HCI Sub. Prod. 04/24/23 - 001856

STATE OF FLORIDA BOARD OF NURSING

FILED DEPARTMENT OF HEALTH DEPUTY CLERK CLERK: Bridget Confei DATE: 3-12-2019

IN RE PROGRAM STATUS OF:

HEALTH CAREER INSTITUTE NCLEX Code: US70705500 Professional Nursing Program that Terminates in an Associate Degree

NOTICE OF INTENT TO PLACE PROGRAM ON PROBATION

This matter came before the Board of Nunsing at a duly-noticed public meeting on February 6-3, 2019, in Howey-In-The-Hills, Florids. Program Director, Dawn Callaghan-Lopater, appeared before the Board and presented a remediation plan.

Subsection 464.019(5)(a), Florida Statutes (2018), requires that an approved muraing program meet and maintain certain standards in order to remain in approved status. The relevant portion of the statute reads as follows:

(5) ACCOUNTABILITY .---

(a)1. An approved program must achieve a graduate passage rate for first-time test takers which is not more than 10 percentage points lower than the average passage rate during the same calendar year for graduates of comparable degree programs who are United States educated, first-time test takers on the National Council of State Boards of Nursing Licensing Beaminstion, as calculated by the contract testing service of the National Council of State Boards of Nursing. For purposes of this subparagraph, an approved program is comparable to all degree programs of the same program type from among the following program types:

a. Professional numing education programs that terminate in a bachelor's degree.

b. Professional nursing education programs that terminate in an associate degree.

c. Professional nursing education programs that terminate in a diploma.

1

d. Practical mutting education programs.

Case 9:22-cv-81883-RAR ______ Document 141-2 _ Entered on ELSD_Docket 12/19/2023 Page 367 of 1026 HCI Sub. Prod. 04/24/23 - 001857

2. Beginning with graduate passage rates for calendar year 2010, if an approved program's graduate passage rates do not equal or exceed the required passage rates for 2 consecutive calendar years, the board shall place the program on probationary status pursuant to chapter 120 and the program director shall appear before the board to present a plan for remediation, which shall include specific benchmarks to identify progress towards a graduate passage rate goal.

Upon review of the average graduate passage rates for HEALTH CAREER INSTITUTE for calendar years 2017 and 2018, the Board has determined the following:

HEALTH CAREER INSTITUTE's average graduate passage rate, for first time test takens for 2017 was 58.75%. For professional nursing programs that terminate in an associate degree, the 2017 average graduate rate for U.S. educated first-time test takens on the National Council of State Boards of Nursing Licensing Examination, as calculated by the contract testing service of the National Council of State Boards of Nursing was 84.24%; 10 percentage points lower is 74.24%.

HEALTH CAREER INSTITUTE's average graduate passage rates for first-time test takens for 2018 was 55.56%. For professional nursing programs that terminate in an associate degree, the 2018 average graduate rate for U.S. educated first-time test takens on the National Council of State Boards of Nursing Licensing Examination, as calculated by the contract testing service of the National Council of State Boards of Nursing was \$5.11%; 10 percentage points hower 75.11%.

HEALTH CAREER INSTITUTE's rates have not equaled or exceeded the required passage rate for two consecutive calendar years.

2

6 1

THERBFORE, putsuant to Subsection 464.019(5)(a)2., Florida Statutes and Chapter 120, F.S., the program is placed on probationary status for the 2019 and 2020 calendar years.

This Notice shall become effective upon filing with the Clerk of the Department of Health.

DONE AND ORDERED this 11 day of Mar 2019.

BOARD OF NURSING

Joe Bakel, Jr.

Breathing Director for Kathryn L. Whitson, MSN, RN, Chair

NOTICE TO PROGRAM

You may seek review of this Notice, pursuant to Sections 120.569 and 120.57, Florida Statutes, by filing a petition with the Executive Director of the Board, 4052 Bald Cypress Way, Bin #C02, Tallahasace, Florida 32329-3252, within 21 days of receipt of this Order. If you dispute any material fact upon which the decision of the Board is based, you may request a hearing before an administrative law judge pursuant to Section 120.57(1), Florida Statutes; your petition must contain the information required by Rule 28-106.201, Florida Administrative Code, *including a statement of the material facts which are in dispute*. If you do not dispute any material fact, you may request a hearing before the Board pursuant to Section 120.57(2), Florida Statutes; your petition must include the information required by Rule 28-106.301, Florida Administrative Code,

3

. .

Pursuant to Section 120.573, Florida Statutes, you are hereby notified that mediation pursuant to that section is not svailable.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and connect copy of the foregoing has been furnished by Certified U.S. Meil to: HEALTH CAREER INSTITUTE, 1764 North Congress Avenue, Suite 203, West Paim Beach, FL 33409, Attn: Nursing Program Director, Dawn Callaghan-Lopater; and by e-mail to John B. Jr., Assistant Attorney General, Pricke. at john.frieke@myfloridalegal.com, this 122 day of \mathbf{v} 2019.

Certified Article Number 1414 7266 7904 2335 6373 03 SENDER S RECORD

Deout

Inter interest of the state of Health Caroer lastitute Aun Pro. Dir. Nursing Dawn Callaghan-Lopaler 1764 North Congress Avenue Suite 203 Mest Palm Beach. Fl. 13409

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 370 of 1026

EXHIBIT 15

1026

HCI Sub. Prod. 04/24/23 - 001888 FILED DEPARTMENT OF HEALTH DEP DEPUTY CLERK CLERK: Amanda Morales DATE: AUG 2 6 2019

STATE OF FLORIDA BOARD OF NURSING

IN RE PROGRAM STATUS OF:

HEALTH CAREER INSTITUTE

Professional Nursing Program that Terminates in an Associate Degree (ADN) NCLEX Code: US70705500 File No:1704/209

NOTICE OF INTENT TO TERMINATE NURSING EDUCATION PROGRAM

This matter came before the Board of Nursing at a duly-noticed public meeting on August 7-9, 2019, in Fort Myers, Florida. Robert Bonds, President, Dawn Callaghan-Lopater, Director of Nursing, and Dr. Peterson, Vice-President of Regulatory Affairs, appeared before the Board on behalf of HEALTH CAREER INSTITUTE.

Subsection 464.019(11), Florida Statutes, requires that professional nursing program meet and maintain certain criteria. The relevant portion of the statute reads as follows:

- (11) ACCREDITATION REQUIRED. -
- (a) A nursing education program that prepares students for the practice of professional nursing, that was approved under this section before July 1, 2014, and that enrolled students before July 1, 2014, must become an accredited program by July 1, 2019.
- (e) A nursing education program that fails to meet the accreditation requirements shall be terminated and is ineligible for reapproval under its original name or a new program name for a minimum of 3 years after the date of termination. An institutional name change or the creation of a new educational institution with the same ownership does not reduce the

waiting period for reapplication.

Upon review of HEALTH CAREER INSTITUTE's program, the Board determined the following:

On February 25, 2013, HEALTH CAREER INSTITUTE was approved as a pre-licensure nursing education program.

The program had testers during the 3rd and 4th quarters of 2014.

HEALTH CAREER INSTITUTE enrolled students before July 1, 2014 and failed to become accredited by July 1, 2019.

Therefore, pursuant to subsection 464.019(11)(e), F.S., HEALTH CAREER INSTITUTE's nursing education program NCLEX code no.: US70705500 is terminated.

This Notice shall become effective upon filing with the Clerk of the Department of Health.

r DONE AND ORDERED this 20 day of 2019. BOARD OF NURSING

Joe Baker, Jr.

Executive Director for \bigcirc Kathryn L. Whitson, MSN, RN Chair

2

NOTICE TO PROGRAM

You may seek review of this Notice, pursuant to Sections 120.569 and 120.57, Florida Statutes, by filing a petition with the Executive Director of the Board, 4052 Bald Cypress Way, Bin #C02, Tallahassee, Florida 32329-3252, within 21 days of receipt of this Order. If you dispute any material fact upon which the decision of the Board is based, you may request a hearing before an administrative law judge pursuant to Section 120.57(1), Florida Statutes; your petition must contain the information required by Rule 28-106.201, Florida Administrative Code, *including a statement of the material facts* which are in dispute. If you do not dispute any material fact, you may request a hearing before the Board pursuant to Section 120.57(2), Florida Statutes; your petition must include the information required by Rule 28-106.301, Florida Administrative Code.

Pursuant to Section 120.573, Florida Statutes, you are hereby notified that mediation pursuant to that section is not available.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by Certified Mail to: HEALTH CAREER INSTITUTE, 1764 North Congress Avenue, Suite 203, West Palm Beach, FL 33409, Dawn Callaghan-Lopater, Director of Nursing; and by e-mail to: John B. Fricke, Jr., Assistant Attorney General, at john.fricke@myfloridalegal.com, this 210th day of August , 2019.

³ Deputy Agency Clerk

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 374 of

1026

HCI Sub. Prod. 04/24/23 - 001891

Certified Article Number

9414 7266 9904 2135 6204 65

SENDER'S RECORD

Dawn Callaghan-Lopater, Director of Nursing 1764 North Congress Avenue Suite 203 West Palm Beach, FL 33409

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 375 of 1026

EXHIBIT d d r

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 376 of 1026

EXHIBIT 17

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 377 of 1026



CATALOG 2020

West Palm Beach #2077 (Main Campus) 1764 North Congress Avenue West Palm Beach, Florida 33409 (561) 586-0121 Office (561) 471-4010 Fax Administration Suite: 203 Classrooms & Labs: Ground Floor, Suite 204 and 205 Fort Lauderdale #5625 (Branch of West Palm Beach) 1201 W. Cypress Creek Road, Suite 101 Fort Lauderdale, FL 33309 (954) 626-0255 Office (754) 701-7318 Fax

1760 North Congress Avenue Suites 101 and 102 West Palm Beach, FL 33409

www.HCl.edu

January 2020



Certified true and correct in content and policy. Pedro De Guzman President and Chief Executive Officer

HCI COLLEGE STUDENT CATALOG 2020 - VOLUME III |1/27

Page 1 of 106 HC1002202 Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 378 of 1026

HCI College

A Postsecondary, Vocational School

West Palm Beach (Main Campus) & Fort Lauderdale (Branch of West Palm Beach) Licensed by the Commission for Independent Education, Florida Department of Education. Additional information regarding this institution may be obtained by contacting the Commission at 325 West Gaines Street, Suite 1414, Tallahassee, FL 32399-0400 Toll-free telephone number (888) 224-6684.

<u>Accredited by</u>: The Accrediting Commission of Career Schools and Colleges (ACCSC) 2101 Wilson Boulevard, Suite 302 Arlington, VA 22201 (703) 247-4212 #MO72133 West Palm Beach (WPB) & #BR072560 Fort Lauderdale (FL) (Branch of WPB)

<u>Licensed by</u>: Commission for Independent Education (CIE) Florida Department of Education (FLDOE) 325 West Gaines Street, Suite 1414 Tallahassee, Florida 32399-0400 (850) 245-3200, (888) 224-6684 #2077 West Palm Beach (Main Campus) & #5625 Fort Lauderdale (Branch of West Palm Beach)

The Florida Department of Health (DOH), Bureau of Emergency Medical Oversight; The DOH, Florida Board of Nursing (FBON); and The Florida State Fire College (FSFC) provide program approvals and are not licensing bodies.

The Florida Department of Health, Bureau of Emergency Medical Oversight 4052 Bald Cypress Way, Bin A-22 Tallahassee, FL 32399-1738 #107 West Palm Beach (Main Campus) & #165 Fort Lauderdale (Branch of West Palm Beach)

Program Approvals: Emergency Medical Technician (EMT) (Diploma) and Paramedic (Diploma), offered at West Palm Beach, Main Campus & Fort Lauderdale, Branch of West Palm Beach. Emergency Medical Services (EMS) & Fire Science (Associate of Science) programs are offered at West Palm Beach only.

Committee on Accreditation of Educational Programs for the Emergency Medical Services Professions (CoAEMSP) Accreditation

The HCI College Paramedic program at West Palm Beach received initial accreditation by the Commission on Accreditation of Allied Health Education Programs (CAAHEP) (www.caahep.org) on January 11, 2018.

The Florida State Fire College 1165 NW Gainesville Road Ocala, FL 34482-1486 (352) 369-2800 #12606

Program Approval: Fire Science (Associate of Science) offered at West Palm Beach Main Campus only.

The Florida Department of Health, Florida Board of Nursing 4052 Bald Cypress Way Bin C-02 Tallahassee, Florida 32399-3252 (850) 488-0595 NPRN #70755 West Palm Beach (Main Campus) NPRN #704135 Fort Lauderdale (Branch of West Palm Beach)

Program Approved: Associate Degree in Nursing offered at Fort Lauderdale (Branch of West Palm Beach).

Accreditation Commission for Education in Nursing (ACEN) Status for Nursing (Associate Degree in Nursing - Fort Lauderdale Campus

The Associate Degree in Nursing program, Fort Lauderdale has been deemed eligible to participate in the Candidacy process. This process is the prerequisite step toward formal review for ACEN initial accreditation and is neither a status of accreditation nor a guarantee that accreditation will be granted.

State Authorization Reciprocity Agreement (SARA)

HCI College is an institutional participant in the State Authorization Reciprocity Agreements (SARA), a voluntary and regional method to oversee distance education. HCI College is also approved by its home state, Florida. As a result of HCI College's participation in SARA and approval by its home state, HCI College may offer distance education programs in SARA member states without further approval from the individual state. SARA only applies to distance education and does not cover instruction provided on-ground at any of HCI College's campuses.

Member Of:

Florida Department of Education (FLDOE), Statewide Course Numbering System (SCNS) Florida Association of Postsecondary Schools & Colleges (FAPSC)

<u>Statement of Legal Control:</u>

HCI College is a for-profit Limited Liability Corporation and a subsidy of Florian Education Investors LLC, formed under the laws of the State of Delaware and authorized to transact business in the State of Florida.

> Steve Hart and Larry Brown, Chairmen (Co-Chairs) Pedro De Guzman, President and Chief Executive Officer

HCI College West Palm Beach (Main Campus) and corporate offices are located at:

1764 North Congress Avenue Suite 203 West Palm Beach, FL 33409 (561) 586-0121 Office Hours: Monday -Thursday: 8:30 AM to 8:00 PM

HCI COLLEGE STUDENT CATALOG 2020 – VOLUME III |1/27

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 380 of 1026

Friday: 8:30 AM to 4:00 PM Website: <u>www.HCl.edu</u>

<u>HCI College Fort Lauderdale (Branch of West Palm Beach) offices are located at:</u> 1201 W. Cypress Creek Road Suite 101 Fort Lauderdale, FL 33309 (954) 626-0255 Office Hours: Monday -Thursday: 8:30 AM to 8:00 PM Friday: 8:30 AM to 4:00 PM Website: www.HCl.edu

HCI COLLEGE STUDENT CATALOG 2020 - VOLUME III |1/27

Table of Contents

Welcome to HCI College
Mission Statement
History and Philosophy
Goals
Accreditation, Certifications, Licenses & Memberships13
Program Advisory13
Administration14
Academic and Professional Standards15
Outcome Assessment
Commitment to Diversity15
Admission Requirements
Emergency Medical Technician Diploma Program - Admission Requirements16
Paramedic Diploma Program - Admission Requirements16
Associate of Science Degree in Emergency Medical Services (A.S. in EMS - Admission Requirements)17
Associate of Science Degree in Fire Science - Admissions Requirements
Associate Degree in Nursing - Admission Requirements
Bachelor of Science Degree in Nursing – Online - Admissions Requirements18
General Enrollment Requirements
Vaccination Policy
SmarterMeasure Policy19
Test of Essential Academic Skills (TEAS) Policy19
Wonderlic Scholastic Level Exam (SLE) Policy19
Advanced Standing/Credit Transfer20
Transferability of Credit
College-Level Examination Program [®] (CLEP [®]) Credit21
Re-Admission21
International Applicants21
Orientation21
Criminal History Record Disclosure & Drug Screening22
Registration Priority22
Continuous Enrollment Requirements22
Availability/Cancellation
Audit Policy23

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 382 of 1026

Transcripts and Student Records	23
Tuition and Fees	23
Application and Registration Fees	23
Class Tuition and Fees	23
Current Tuition and Fees (except Nursing ADN and RN to BSN)	23
Current ADN Tuition and Fees	23
Current BSN Tuition and Fees	24
Financial Services	25
Types of Financial Aid	25
IONTuition	26
Financial Aid Procedures	26
Scholarships	
Alumni Scholarship	29
Working Nurse Scholarship	
Nursing Program Scholarship	
Student Success Scholarship	
Brent Braunworth EMS Scholarship	
Withdrawal Procedures	
Refund Policy	
Cancellation/Withdrawal Refund Policy	
Return to Title IV Funds (R2T4) Policy	
Institutional Refund Policy	
Refund Schedule for EMT	
Refund Schedule	
Grading System	
GPA and CGPA Calculations	
Florida Statewide Course Numbering System	
Acceptance of Equal Courses Authority by Receiving Institution	
Appeal Procedures	35
Attendance Policy	
Attendance Didactic	
Attendance – Clinical/Lab/and Externships	
Family Educational Rights and Privacy Act (FERPA)	
Satisfactory Academic Progress Policy	

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 383 of 1026

Academic Financial Aid Grievance Process
Required Grades
Nursing Exit Exam Policy
Leave of Absence Policy and Procedure43
Repeat Course Policy
Graduation Requirements
Notice of Non-Discrimination and Harassment
School's Right to Change Catalog Requirements45
The Americans with Disabilities Act of 1990 – The Rehabilitation Act of 1973, Section 504
Sexual Harassment
Reporting Discrimination or Harassment45
Reporting Health or Safety Hazards46
Campus Security Report
Drugs and Alcohol Policy46
Academic Policies and Student Responsibilities46
Ethical Code of Conduct
Academic Dishonesty/Plagiarism47
Exposure Policy Student/Employee
Exposure Policy Student/Employee
Exposure Flow Chart for Students and Employees50
Exposure Flow Chart for Students and Employees
Exposure Flow Chart for Students and Employees
Exposure Flow Chart for Students and Employees50Dress Code51No Smoking Policy51Student Grievance/Complaint Policy51
Exposure Flow Chart for Students and Employees50Dress Code51No Smoking Policy51Student Grievance/Complaint Policy51Student Complaint Right52
Exposure Flow Chart for Students and Employees50Dress Code51No Smoking Policy51Student Grievance/Complaint Policy51Student Complaint Right52Confidential Hotline53
Exposure Flow Chart for Students and Employees50Dress Code51No Smoking Policy51Student Grievance/Complaint Policy51Student Complaint Right52Confidential Hotline53School Bulletin Board53
Exposure Flow Chart for Students and Employees50Dress Code51No Smoking Policy51Student Grievance/Complaint Policy51Student Complaint Right52Confidential Hotline53School Bulletin Board53Student Services Overview53
Exposure Flow Chart for Students and Employees50Dress Code51No Smoking Policy51Student Grievance/Complaint Policy51Student Complaint Right52Confidential Hotline53School Bulletin Board53Student Services Overview53Student Advising54
Exposure Flow Chart for Students and Employees50Dress Code51No Smoking Policy51Student Grievance/Complaint Policy51Student Complaint Right52Confidential Hotline53School Bulletin Board53Student Services Overview53Student Advising54Tutoring Services54
Exposure Flow Chart for Students and Employees50Dress Code51No Smoking Policy51Student Grievance/Complaint Policy51Student Complaint Right52Confidential Hotline53School Bulletin Board53Student Services Overview53Student Advising54Tutoring Services54Enrollment Verification54
Exposure Flow Chart for Students and Employees50Dress Code51No Smoking Policy51Student Grievance/Complaint Policy51Student Complaint Right52Confidential Hotline53School Bulletin Board53Student Services Overview53Student Advising54Tutoring Services54Enrollment Verification54Transcript Requests54
Exposure Flow Chart for Students and Employees50Dress Code51No Smoking Policy51Student Grievance/Complaint Policy51Student Complaint Right52Confidential Hotline53School Bulletin Board53Student Services Overview53Student Advising54Tutoring Services54Enrollment Verification54Placement and Career Services54

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 384 of 1026

Academic Calendar55	
Homework and Make-Up Work55	
Clock/Credit Hour Description	
Diploma Programs	
Emergency Medical Technician & Paramedic56	
Instructional Modes for All Programs	
Testing	
Psychomotor/Skills	
Affective Learning	
Written Exams	
General Rules Regarding Exams in EMS Programs57	
Graduation Requirements for EMS Programs57	
Emergency Medical Technician (EMT) Program Description58	
EMT Program - Admissions Requirements58	
EMT Program – Clock Hour Breakdown58	
EMT Program - Tuition Breakdown59	
EMT Program - Goals and Objectives59	
EMT Program - Course Descriptions	
Paramedic Program Description (Offered at West Palm Beach and Fort Lauderdale locations)60	
Paramedic Program - Admissions Requirements60	
Paramedic Program – Clock Hours Breakdown60	
Paramedic Program - Tuition Breakdown60	
Paramedic Program - Goals and Objectives61	
Paramedic Program - Course Descriptions61	
Paramedic Program - Graduation Requirements62	
Associate of Science Degree in Emergency Medical Services63	
A.S. EMS Program Description63	
A.S. EMS Program - Admissions Requirements63	
A.S. EMS Program - Goals and Objectives63	
A.S. EMS Program - Course Listing	
EMS (EMT and Paramedic) Program Curriculum and Course Descriptions64	
A.S. EMS Program - Graduation Requirements	
A.S. EMS Program – Tuition & Fees	
Associate of Science Degree in Fire Science	

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 385 of 1026

A.S. Fire Science Program Description	57
A.S. Fire Science Program - Admissions Requirements6	57
A.S. FIRE SCIENCE Program Goals and Objectives6	57
A.S. Fire SCIENCE Program - Graduation Requirements	57
A.S. FIRE SCIENCE Program - Tuition & Fees6	58
A.S. FIRE SCIENCE Program – Course Listing	58
Fire Science Program - Course Descriptions6	59
General Education Course Descriptions7	71
Associate Degree in Nursing (ADN) (Offered at West Palm Beach and Fort Lauderdale locations)7	71
Nursing Program Description7	71
Associate of Science Degree in Nursing (ADN) - Admissions Requirements7	72
Nursing Program - Goals and Objectives7	72
Nursing (ADN) Program - Tuition & Fees7	72
Nursing Program - Graduation Requirements7	73
Nursing Program – Course Listing7	74
Nursing Program – Course Descriptions7	75
Bachelor of Science RN to BSN Program7	77
RN to BSN Program Description7	77
RN to BSN Admissions Requirements7	77
RN to BSN - Goals and Objectives7	78
RN to BSN Core Courses - Tuition & Fees7	78
RN to BSN - Graduation Requirements7	78
RN to BSN – Course Listing	79
RN to BSN – Course Descriptions	30
General Education Course Descriptions8	31
Distance Learning Online General Education Courses8	32
General Education Objectives	32
Academic Guidelines	33
Student Verification Statement	33
Technical Requirements8	33
Distance Learning Orientation – How Online Courses Work8	34
Distance Learning Assignments8	34
Distance Learning Exams/Quizzes	35
Distance Learning Discussions	35

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 386 of 1026

General Education Course Descriptions	86
Administrator and Faculty	87
ACCSC Complaint Form	99
Consumer Information Guide & Student Right to Know – West Palm Beach	100
Consumer Information Guide & Student Right to Know – Fort Lauderdale	101
Academic Calendar 2019 – 2024: West Palm Beach (Main Campus)	103
Academic Calendar 2019 – 2024: Fort Lauderdale (Branch of West Palm Beach)	105

Welcome to HCI College

On behalf of our faculty and staff, I welcome you to HCI College. At HCI College, you will find professional career programs taught by experienced faculty with a passion for education. A professional degree from HCI College offers tremendous opportunity for a rewarding career in public health and safety. We are very proud of our excellent outcomes and success rates. Most of all, we are proud of our many graduates who are working in and contributing to the community.

The faculty at HCI College is comprised of caring individuals who are dedicated to making your experience both enjoyable and rewarding. These instructors are experts in the field, most often with advanced degrees and many years of industry experience. Under their guidance, our students receive the education necessary to transition from student to working professional.

I offer you my best wishes as you pursue your educational goals.

Sincerely,

Pedro De Guzman

Pedro De Guzman President & Chief Executive Officer

Mission Statement

HCI College is dedicated to providing education to students preparing them for a career in Nursing or Allied Health. The college provides a student-centered environment consistent with its core values preparing graduates to apply their knowledge, critical thinking skills, and abilities to succeed in employment, advancement in careers, and service to the community.

History and Philosophy

HCI College began as Health Career Institute (HCI), a modest provider of American Heart Association (AHA) programs in 1993. Initially, courses were conducted on a custom basis for physicians, nurses, and EMS providers. HCI first offered its emergency medical technician (EMT) program in 2002, followed by a Paramedic program in 2005. In 2010 HCI moved into its current facility, which is both larger and better equipped, thereby allowing for the continued growth of the Institute's EMS and fire programs.

In 2013, Health Career Institute (HCI) introduced an exciting Associate Degree in Nursing program using industry seasoned staff and a practical approach to health-related community service programs. HCI offers students the opportunity to move through an applied career training program and into the workforce with confidence in their skills and preparation. In early 2015, HCI introduced another exciting nursing program, the Bachelor of Science in Nursing (BSN). The BSN program is 100% online and can be completed in as little time as 56 weeks, longer if needed. In addition, the General Education Courses for the Nursing (ADN), Emergency Medical Services (AS), and Fire Science (AS) programs are taught completely online.

On December 31, 2013, HCI was acquired by Florian Education Investors LLC (FEI), a company with proven leadership and extensive experience in management and growth of quality schools. FEI is controlled by Co-Chairs Steve Hart and Larry Brown. In 2016, HCI received initial accreditation and licensure approval for its Lauderdale Lakes campus (Branch of West Palm Beach), with a strong focus on quality nursing education.

In 2019 HCl added over 4,000 square feet to the West Palm Beach Campus and moved its Lauderdale Lakes branch to a newly remodeled 20,000 square foot facility in Fort Lauderdale. At the same time due to the commitment to providing quality higher education to the communities we serve Health Career Institute underwent a name change. Health Career Institute is now HCl College which stands for quality, care, respect, and professionalism.

HCI College is a private postsecondary educational college accredited by the Accrediting Commission of Career Schools and Colleges (ACCSC). HCI College's mission is to provide educational training that prepares students to enter the workforce. The school offers general education and professional programs at the diploma and the Associate of Science Degree (A.S.) levels in the fields of healthcare, nursing, emergency medical services (EMS), and fire science. These programs are designed to instill knowledge and skills under the current standards of professional practice as well as foster the values of higher education and social responsibility. HCI College employs a faculty and staff who are comprised of working paramedics, firefighters, and nurses in the pre-hospital and hospital settings.

Goals

At HCI College, our aim is to provide our students with an education whereupon graduation they are equipped to confidently enter the work force, and to successfully engage and compete with their peers and colleagues.

Our dedicated faculty and staff continually seek to improve our environment, skills, and professionalism to ensure that our mission is accomplished. By proactively pursuing our vision we will be able to accomplish our goals.

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 389 of 1026

Accreditation, Certifications, Licenses & Memberships

HCI College is accredited by the Accrediting Commission of Career Schools and Colleges (ACCSC) (license #MO72133 WPB & #BR072560 FL). HCI College is licensed by the Commission for Independent Education Florida Department of Education (License # 2077 WPB and #5625 FL).

Various programs are approved by the following program-specific bodies:

Florida Fire Protection (FFP) Program: Florida State Fire College (Site #12606); **EMT** and **Paramedic Programs**: Florida Department of Health, Bureau of Emergency Medical Services (School Code 107 WPB and 165 FL)

ADN Nursing: Florida Department of Health (DOH), Board of Nursing (BON) (Licenses: NPRN #70755 WPB and NPRN #704135 FL)

EMT, Paramedic, Nursing, and General Education courses are approved for *academic* transfer through the Florida Statewide Course Numbering System (SCNS). FFP courses are approved for *occupational* transfer through the SCNS. *Copies of the approvals and licenses for Health Career Institute/HCI College are on display in West Palm Beach Suite 203 lobby and in Fort Lauderdale Suite 101 lobby.*

Program Advisory

HCI College has two Advisory Boards per campus. The first serves the EMS, Fire Science programs and the second guides the Nursing programs. Both Advisory Boards consist of current students, graduates, Public Safety and Health Care employers, and providers from the community. In addition, the Campus President, faculty, and staff members may attend Advisory Board meetings. The Advisory Boards meet at least twice a year to discuss issues such as new program development, curriculum, compliance with standards and regulations, and community involvement. The Advisory Boards also provide valuable feedback to faculty and staff regarding current trends and expectations within their respective professional communities.

Administration

Co-Chairmen	Larry Brown and Steven Hart
President and Chief Executive Officer	Pedro De Guzman
Vice President of Academic and Regulatory Affairs	Dr. Arlette Petersson, Ed.D., MBA, MA
Vice President of Finance	Ryan Miller, BS, CPA
Vice President of Administration	Dean Riling
Vice President of Student Services	Johanna Lane, BBA
Campus President (West Palm Beach)	David Shelpman, Jr., MHRM
Campus Director (Fort Lauderdale)	Zachry Gelow, MBA

Responsibility for the organization and governance of HCI College rests with the Officers of HCI College. The Officers exercise responsibility for the establishment of the basic policies that govern the operation of the school. They meet on a regular basis to review the implementation of these policies. The Officers are primarily concerned with the academic quality of the institution, and regularly review data that allow them to ensure that the institution meets the needs of both the students and the communities the institution serves.

The President and Chief Executive Officer (CEO) is responsible for ensuring that the institution achieves its mission through the effective and efficient management of its financial and academic resources. To that end, the President and CEO reserves the right to administer the staff and faculty. The Company President and CEO is charged with overall responsibility for the administration of the school, including the implementation of Company Policy at the campus. Assisting the President in these activities is the staff of HCI College, which shares responsibility for the administration of several key functions. These functions include but are not limited to: fiscal and property management, student services, information systems, institutional research, marketing, and development.

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 391 of 1026

Academic and Professional Standards

HCI College requires that all students meet the standards of the profession for which they are preparing. Students are required to complete certain academic and field training requirements and are expected to conduct themselves in a manner consistent with professional ethics at all times. Professional conduct requires the faithful discharge of all responsibilities undertaken during externships and clinical rotations as well as the maintenance of respectful interpersonal relationships with all individuals.

HCI College is committed to the development of students into professionals who demonstrate high levels of integrity. All programs have been designed to be challenging and demanding. These programs require that students apply themselves continually throughout their academic program.

Outcome Assessment

One of the distinctive characteristics of a career school is its emphasis on outcome-based education. That is, rather than awarding students credit based on the amount of material covered or classroom hours completed the school identifies specific competencies for each course and program. Students must acquire and perform these skills with proficiency in order to earn credit. HCI College is committed to a process of continuous improvement through the policies, procedures, and practices involved in the implementation of the Institution's educational programs. The assessment strategies employed by HCI College are designed by the faculty on the basis of programmatic goals and curriculum objectives. These include academic skills, behaviors, and knowledge appropriate for the level of education, National Standards where applicable, and disciplines in which the degrees are offered as well as the specific outcomes of courses and field experiences that collectively constitute the various programs. These assessment and evaluation strategies occur at the individual, class, program, department, and institution levels.

Commitment to Diversity

HCI College prepares students to serve populations with diverse social, ethnic, economic, and educational experiences. Both the academic and training curricula provide an environment in which students can develop the skills, knowledge, and attitudes essential to working with people from a wide range of backgrounds.

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 392 of 1026

Admission Requirements

Applicants should apply for admission order to be officially accepted into a program or class. To begin the application process, the applicant can visit our website at <u>www.HCl.edu</u> or call HCl College at **(561) 586-0121 (West Palm Beach campus), (954) 626-0255 (Fort Lauderdale campus),** or come into our office for a tour and visit with our Admissions Representative. Please note that all requisite documents are required to be submitted before starting classes.

Emergency Medical Technician Diploma Program - Admission Requirements

In order to begin the Emergency Medical Technician Diploma Program, an applicant must:

- Complete and sign an application including payment of the application fee.
- Pass a criminal background check (within the past 12 months)¹.
- Pass and have a current (within the past six months) 10 panel drug screen¹.
- Be 18 years of age prior to the start of classes
- Pass the Wonderlic Scholastic Level Exam (SLE) with a minimum score of 17 (please see the Wonderlic policy for more for further information)
- Provide a valid Driver's License or government issued photo ID
- Have a current physical (within the past 12 months) signed by a physician
- Have current PPD, proof of Titers, and proof of current American Heart Association Basic Life Support (BLS)
- Provide proof of High School graduation (Diploma), or successful completion of the General Education Development test (GED), or may provide a recognized equivalent of a high school diploma, or verification of graduation from an Associate degree or higher program from an accredited college or university. Acceptance of any of the documents listed above is at the sole discretion of the Institution.

¹Certain findings on background checks or drug screen can hinder or prevent a student from clinical/ride placement or pursuing licensure in most program fields offered by HCI College.

Paramedic Diploma Program - Admission Requirements

In order to begin the Paramedic Diploma Program, an applicant must:

- Complete and sign an application including payment of the application fee.
- Pass a criminal background check (within the past 12 months)¹.
- Pass and have a current (within the past six months) 10 panel drug screen¹.
- Be 18 years of age prior to the start of classes
- Provide a valid Driver's License or government issued photo ID
- Have a current physical (within the past 12 months) signed by a physician
- Have current PPD, proof of Titers, and proof of current American Heart Association Basic Life Support (BLS)
- Current license as a Florida State EMT. HCI College EMT graduates must receive their Florida EMT license prior to Semester II of the of the Paramedic Program
- Provide proof of High School graduation (Diploma) or successful completion of the General Education Development test (GED), or recognized equivalent of a high school diploma, or verification of graduation from an Associate degree or higher program from an accredited college or university. Acceptance of any of the documents listed above is at the sole discretion of the School.

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 393 of 1026

¹Certain findings on background checks or drug screen can hinder or prevent a student from clinical/ride placement or pursuing licensure in most program fields offered by HCI College.

Associate of Science Degree in Emergency Medical Services (A.S. in EMS - Admission Requirements)

(Offered at West Palm Beach Location)

In order to begin the Associate of Science Degree in EMS, an applicant must:

- Complete and sign an application including payment of the application fee.
- Pass a criminal background check (within the past 12 months)*
- Pass and have a current (within the past six months) 10 panel drug screen*
- Be 18 years of age prior to the start of classes
- Provide a valid Driver's License or government issued photo ID
- Have a current physical (within the past 12 months) signed by a physician*
- Have current PPD, proof of Titers, and proof of current American Heart Association Basic Life Support (BLS)*
- Provide proof of High School graduation (Diploma) or successful completion of the General Education Development test (GED) or recognized equivalents of a high school diploma or provide verification of graduation of an Associate degree or higher from an accredited college or university. Acceptance of any of the documents listed above is at the sole discretion of the School.
- Be currently licensed as a Paramedic
- Meet HCI College's technical requirements
- Pass the SmarterMeasure Learning Readiness Indicator with a minimum score of 70% in Technical Competency, 70% in Life Factors, and 60% in Technical Knowledge (please see the SmarterMeasure policy for more information).

*Not required if transferring in a Paramedic Program (45 credits)

Associate of Science Degree in Fire Science - Admissions Requirements

(Offered at West Palm Beach location)

In order to begin the Associate of Science Degree in Fire Science, an applicant must:

- Complete and sign an application including payment of the application fee.
- Be 18 years of age prior to the start of classes
- Provide a valid Driver's License or government issued photo ID
- Provide proof of High School graduation (Diploma) or successful completion of the General Education Development test (GED) or recognized equivalents of a high school diploma or provide verification of graduation of an Associate degree or higher from an accredited college or university. Acceptance of any of the documents listed above is at the sole discretion of the School.
- Meet HCI College's technical requirements
- Pass the SmarterMeasure Learning Readiness Indicator with a minimum score of 70% in Technical Competency, 70% in Life Factors, and 60% in Technical Knowledge (please see the SmarterMeasure policy for more information).

Associate Degree in Nursing - Admission Requirements

(Offered at West Palm Beach and Fort Lauderdale locations) Effective March 5, 2019

In order to begin the Associate Degree in Nursing, an applicant must:

- Complete and sign an application including payment of the application fee.
- Pass a criminal background check (within the past six months)¹.
- Pass and have a current (within the past six months) 10 panel drug screen¹.
- Have a current physical (within the past 12 months) signed by a physician
- Be 18 years of age prior to the start of classes.
- Provide a valid Driver's License or government issued photo ID.
- Provide proof of High School graduation (Diploma) or successful completion of the General Education Development test (GED), or recognized equivalents of a high school diploma, or provide verification of graduation of an Associate degree or higher from an accredited college or university. Acceptance of any of the documents listed above is at the sole discretion of the School.
- Meet HCI College's technical requirements
- Pass the SmarterMeasure Learning Readiness Indicator with a minimum score of 70% in Technical Competency, 70% in Life Factors, and 60% in Technical Knowledge (please see the SmarterMeasure policy for more information).
- Pass the Test of Essential Academic Skills (TEAS) with a minimum composite score of 55 (please see the TEAS policy for further information).

¹Certain findings on background checks or drug screen can hinder or prevent a student from clinical/ride placement or pursuing licensure in most program fields offered by HCI College.

Bachelor of Science Degree in Nursing - Online - Admissions Requirements

(Offered at West Palm Beach location)

BSN students are to have completed their Associate Degree in Nursing or equivalent prior to admission. Applicants will receive 60 credits for transfer, of which 15 must be in general education. In order to begin the Bachelor of Science Degree in Nursing, an applicant must:

- Complete and sign an application including payment of the application fee.
- Be 18 years of age prior to the start of classes
- Provide a valid Driver's License or government issued photo ID
- Provide proof of High School graduation (Diploma) or successful completion of the General Education Development test (GED) or recognized equivalents of a high school diploma or provide verification of graduation of an Associate degree or higher from an accredited college or university. Acceptance of any of the documents listed above is at the sole discretion of the School.
- Have a current registered nurse license with completion of their Associate Degree in Nursing or equivalent prior to admission, provide proof of an active RN license, and provide transcripts with proof of completion of their Associate Degree in Nursing.
- Meet HCI College's technical requirements
- Pass the SmarterMeasure Learning Readiness Indicator with a minimum score of 70% in Technical Competency, 70% in Life Factors, and 60% in Technical Knowledge (please see the SmarterMeasure policy for more information).

General Enrollment Requirements

In order to begin the enrollment process at HCI College an applicant must:

- Complete the Application Requirements above
- Complete and sign an enrollment agreement
- Schedule payment of tuition and fees

Vaccination Policy

Nursing and Allied health programs have vaccination requirements, and the requirements vary by program. Details related to these individual requirements are in each program's handbook.

SmarterMeasure Policy

- All applicants to the Associate Degree in Nursing, the Associate of Science Degree in Fire Science, the Associate
 of Science Degree in Emergency Medical Services, and the Bachelor of Science Degree in Nursing programs will
 be required to pass the SmarterMeasure Learning Readiness Indicator with a minimum score of 70% in Technical
 Competency, 70% in Life Factors, and 60% in Technical Knowledge.
- The SmarterMeasure Learning Readiness Indicator is a web-based assessment which measures a learner's readiness for succeeding in an online and/or technology rich learning program based on non-cognitive indicators of success.
- SmarterMeasure indicates the degree to which an individual student possesses attributes, skills, and knowledge
 that contribute to success in learning.
- If the prospective student does not achieve the minimum score the first time, they must wait a minimum of 72 hours after the first testing date before taking the test for a second time. If a student is unsuccessful on the second attempt, they must wait 12 months before they are eligible to test again.

Test of Essential Academic Skills (TEAS) Policy

- All Students entering the Nursing Program will be required to achieve a minimum TEAS composite score of 55 to be admitted into the ADN program. The minimum TEAS composite score will be truncated at 55.
- If the prospective student does not achieve the minimum score the first time, they must wait a minimum of 72 hours after the first testing date before taking the test for a second time. If a student is unsuccessful on the second attempt, they must wait 12 months before they are eligible to test again.
- Prospective students seeking to enroll at HCI College may transfer the TEAS score from another institution. In order to transfer the TEAS score, the minimum composite score must be 55 or higher, and must be completed no more than 12 months from the date of enrollment at HCI College.
- HCI College will not permit students who have taken the TEAS at either of its locations to transfer the score to another institution.
- Tests are administered at both the West Palm Beach and Ft. Lauderdale campuses.

Wonderlic Scholastic Level Exam (SLE) Policy

- All Students entering the Emergency Medical Technician program must pass the Wonderlic Scholastic Level Exam (SLE) with a minimum score of 17
- If the prospective student does not achieve the minimum score the first time, they must wait a minimum of 72 hours after the first testing date before taking the test for a second time. If a student is unsuccessful on the second attempt, they must wait 12 months before they are eligible to test again.

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 396 of 1026

- Once a passing score is earned, the SLE score is valid for 12 months from the date of administration.
- Tests are administered at both the West Palm Beach and Ft. Lauderdale campuses

Advanced Standing/Credit Transfer

HCI College may accept transfer credits for a course completed in other post-secondary institutions when comparable in scope and content to HCI College's own coursework. HCI College does not accept experiential learning in lieu of transfer credits. HCI College will evaluate the comparability, applicability, source, and age of the previously earned credit; academic preparedness of the student at the time of credit transfer, grade earned for the credit transferred and apply a systematic, consistent process for determining whether to accept the credit earned at other institutions. In order for transfer of credit to be accepted it must meet the minimum criteria:

- Transfer grade must be a "C" or higher for general education courses, and "B" or higher for all nursing core courses
- Transfer course code level must be equal to or greater than the credit to be awarded
- Credit amount must be equal to or greater to be awarded
- Transfer credit must have been earned from a nationally or regionally accredited institution
- All Nursing (NUR) classes must have been completed in the past ten (10) years to be considered for transfer including the following healthcare related classes:
 - o BSC 2085C Anatomy and Physiology I
 - o BSC 2086C Anatomy and Physiology II
 - o DEP 2004 Human Growth and Development
 - o HUN 1201 Elements of Nutrition
 - MCB 2010C Microbiology
- Licensed Practical Nurses (LPN) with an unencumbered license upon meeting all other admission criteria will receive transfer credits for the following courses: NUR1023, NUR1022L, and NUR1023L.
- Paramedics with an active license will receive 45 transfer credits towards the Associate of Science Degree in Emergency Medical Services.

A petition for credit for prior training will be evaluated by the Registrar, or the Vice President of Administration. Official transcripts and course descriptions (if the course differs from the state numbering system) are required to approve applicable credit. At a minimum, 25% of the credits required for non-degree and undergraduate degree programs must be completed at HCI College in order to receive a certificate, diploma, or a degree from the school awarding the degree.

Transfer Students must complete the following:

- All General Admissions Requirements
- All program specific Requirements
- HCI College application, application fee, and enrollment agreement
- Request that an official transcript from previous institution(s) be sent to HCI College
- Meet with the appropriate school official to review transcripts for potential transfer of credits

Transferability of Credit

HCI College does not guarantee credit transfer in to or out of the school. Transferability is always at the discretion of the receiving college. It is the student's responsibility to confirm whether or not credits will be accepted by another institution. The course numbers that appear in this catalog and on transcripts are part of the Florida Statewide Course

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 397 of 1026

Numbering System, which is a statewide system of prefixes and numbers developed for use by all public postsecondary and participating private institutions in Florida to enable ease of transfer of credits by identifying courses which are equivalent.

College-Level Examination Program® (CLEP®) Credit

HCI College will assess College-Level Examination Program[®] (CLEP[®]) exam results to determine if they measure mastery of college-level, introductory course content as defined by the HCI College Catalog. Students who achieve required credit-granting scores on these exams can earn the credits and course exemptions as established by the CLEP Collegeboard at:

https://clep.collegeboard.org/develop-your-clep-program/create-a-clep-policy/sample-clep-policy

HCI College will grant approval on a case by case basis for successful performance on CLEP examinations. HCI College will follow the prescribed credit scores and recommendations established by the CLEP Collegeboard as defined at: https://clep.collegeboard.org/develop-your-clep-program/create-a-clep-policy/sample-clep-policy

Please review the CLEP Policy for HCI College which is a separate document.

Re-Admission

Students who have been previously withdrawn from HCI College (HCI) will have 90 days from the last date of attendance to reapply under the terms of their current enrollment agreement (EA).

Entrance requirements:

- 1. Students who have taken the Wonderlic during the initial enrollment shall be allowed to re-enter with a Wonderlic score of 14, 15 or 17 depending on the original start date if applicable
- 2. Students who have taken the TEAS during the initial enrollment shall be allowed to re-enter with a TEAS score of 46.5 or 55 depending on the original start date if applicable
- 3. Take the Smarter Measure Learning Readiness Indicator and pass with a minimum score of 70% in Technical Competency, 70% in Life Factors, and 60% in Technical Knowledge.
- 4. Background check must be completed within six months prior to re-enrollment start date if applicable
- 5. Drug screening must be completed within six months prior to re-enrollment start date if applicable

After 90 days, all students must reapply for admission and meet all current enrollment requirements of the institution and the program to which they are reapplying. This includes, but is not limited to: the application, application fee, entry exams, background and drug test, physical, current enrollment agreement, no outstanding obligations to the school, and meet satisfactory academic progress.

HCI College reserves the right to deny re-admission to any student based solely on its own discretion. A student who is reapplying to the same program within 12 months of the withdraw date will not have to pay the application fee.

International Applicants

Because our mission is to train students for permanent jobs in the United States, we can admit only those who are United States citizens or who possess documents authorizing them to take permanent employment in the U.S.

Orientation

New students are required to participate in an orientation program prior to beginning classes. This program is designed to acquaint students with the policies of the school and introduce them to staff and faculty members, who

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 398 of 1026

will play an important part in the student's academic progress. The registration/orientation session is specific to each program. Please consult with the program director or admissions representative for the time, date and location.

Criminal History Record Disclosure & Drug Screening

- Students enrolled in the Emergency Medical Technician Program, Paramedic Program, Associate Degree in Nursing (ADN), and Associate of Science Degree Emergency Medical Services at HCI are subject to a criminal background check and a ten-panel drug screen prior to enrollment to ensure they are qualified to meet occupational or employment requirements, clinical or externship placement requirements, or licensure standards for programs in nursing and allied health.
- Enrollment for students may not be granted when the background check identifies a conviction, pending case, or unresolved deferral/diversion for any felonies or misdemeanors (refer to HCI policy for background checks).
- Positive background checks must be approved for waiver by one of the following: Program Director, Dean of Academics, Vice President of Regulatory and Academic Affairs, the Vice President of Administration, the Campus President/Campus Director, and/or Designee.
- A student's inability to obtain criminal background clearance may preclude opportunities for program completion, clinical/field/hospital placement, ability to sit for National Exams, and job placement.
- Enrollment for students may not be granted when the drug test identifies the use of certain recreational or
 prescribed drugs. HCI reserves the right to administer drug screenings throughout the period of student
 attendance.
- Individual traits, such as health, past criminal conduct, work history, drug use, and financial history can
 adversely impact the student's ability to sit for exams leading to licensure, and employment opportunities
 despite successfully passing all academic requirements for graduation.
- The student will be required to sign a Waiver Acknowledgement Form regarding a positive background check, stating that the student is aware that their background may affect the completion of obtaining licensure, externship, or placement in their desired career field.

Registration Priority

The following will be considered when selecting and prioritizing applicants for Admission:

- Admission is based on first come first serve basis.
- Completion of the application packet and satisfaction of all pre-requisites for individual programs, including required financial payment.
- A letter will be sent to any student that is not accepted for enrollment.

The following materials are made accessible to the student prior to the first day of class:

- Agendas/Schedules/Program Objectives
- Catalog
- List of textbooks/online textbooks

Continuous Enrollment Requirements

Students must be continuously enrolled in the program from the time of entry through graduation.

Availability/Cancellation

While the school makes every effort to provide sufficient course sections for students, the school reserves the right to reschedule any start date for a class in which there is insufficient enrollment.

HCI COLLEGE STUDENT CATALOG 2020 – VOLUME III | 1/27

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 399 of 1026

Audit Policy

Students may audit a course based on class/seat availability. To audit a course, students must obtain the permission of the Dean of Academics and/or the Campus President/Director and submit a request at the time of registration. All materials/textbooks and fees are the financial responsibility of the student.

Transcripts and Student Records

The Registrar maintains academic records for each student. The Registrar issues transcripts to students upon successful completion of a program. For additional transcripts the School will issue a transcript only upon receipt of a signed (original), written request form, which is available for download on our website: <u>www.HCl.edu</u>, or from the Registrar's office. The Registrar will release official transcripts only when the student has met all their financial obligations to the school. Students that meet the requirements of the program in which they are enrolled will receive an official transcript as well as a diploma and/or a degree as applicable.

Tuition and Fees

Application and Registration Fees

An application fee is charged for processing initial applications. All tuition costs and fees are subject to change without notice. Fees will not be changed for currently enrolled students as long as they remain a student in good standing.

Class Tuition and Fees

The Officers establish tuition annually. In addition, special fees are associated with some classes. The schedule of tuition and fees is published with each program/course description in this catalog. Each program will show a breakdown of total costs per course, including books and other materials. All fees are due at the time of registration. A student may not attend classes until all tuition and fees have been submitted. Students withdrawn for non-payment will not be reinstated into their classes, unless there is a documented Institution error that resulted in the withdrawal. No registration will be complete until all fees have been paid in full. In certain programs, students may be required to purchase equipment, uniform components, or insurance.

Current Tuition and Fees (except Nursing ADN and RN to BSN)

Tuition Rate for Paramedic	\$220 per credit hour
Tuition Rate for Emergency Medical Technician	\$391.67 per credit hour
Tuition Rate for Fire Science	\$266 per credit hour
General Education Courses	\$645 per credit hour
Application Fee	\$150
Non-Refundable Returned Check Fee	\$36

Current ADN Tuition and Fees

Tuition Rate	\$730 per credit hour
Medical Pre-Requisite General Education	\$645 per credit hour
General Education Courses	\$645 per credit hour
Application Fee	\$50
Non-Refundable Returned Check Fee	\$36

Current BSN Tuition and Fees

Tuition Rate	\$250 per credit hour
Application Fee	\$150
Non-Refundable Returned Check Fee	\$36
Non-Refundable Registration Fee Nursing	\$450 per semester (includes, Electronic, or
	hard copy text books

Payments may be made by check (made payable to HCI College), or credit card. No cash is accepted. HCI College accepts the following credit cards: VISA, MasterCard, American Express, or Discover. HCI College participates in the Florida Prepaid College Fund* and Bright Futures Scholarships Program* Florida Prepaid College Board Contact: (800) 552-4723 **Bright Futures Scholarship Program** Contact: (888) 827-2004 Financial Aid is available to those who qualify.

HCI College is approved for participation in various funding programs offered through the Veterans' Administration. We accept Veterans Benefits and/or Qualifying Dependent Benefits. The GI Bill provides educational funding to veterans, guardsmen, and reservists as well as gualified dependents. The amount of money allotted the student is determined by the Department of Veteran Affairs. If the student drops or withdraws from a course the payment is either lessened or stopped completely as applies. To determine if you are qualified to receive VA Benefits you must contact the Department of Veterans Affairs to obtain a Certificate of Eligibility.

VA Pending Payment Policy: Students Rights and Responsibilities

In accordance with Title 38 US Code 3679 subsection (e), HCI College adopts the following additional provisions for any students using U.S. Department of Veterans Affairs (VA) Post 9/11 G.I. Bill[®] (Ch. 33) or Vocational Rehabilitation & Employment (Ch. 31) benefits, while payment to the institution is pending from the VA. HCI College will not:

- Prevent the student's enrollment;
- Assess a late penalty fee to the student;
- . Require the student to secure alternative or additional funding;
- Deny the student access to any resources (access to classes, libraries, or other institutional facilities) available to other students who have satisfied their tuition and fee bills to the institution.

However, to qualify for this provision, such students may be required to:

- Produce the VA Certificate of Eligibility (COE) by the first day of class;
- Provide a written request to be certified;
- Provide additional information needed to properly certify the enrollment as described in other institutional policies

*These Students are required to provide paperwork from Florida Prepaid College Board, Bright Futures, or VA to the Finance Department, Suite 205, prior to completion of registration.

Financial Services

GENERAL INFORMATION

The United States Department of Education has determined HCI College is an institution eligible to participate in Federal Title IV financial aid programs for its Associate Degree in Nursing program. The Financial Aid Department at HCI College provides assistance to nursing students requesting financial aid to assist with paying tuition and other education-related expenses incurred while in attendance at HCI College. The Financial Aid Department has established procedures to assure fair and consistent treatment of all applicants.

HCI College believes the primary responsibility for educational costs rests foremost with a student and their family. However, financial aid is available to meet the difference between students' resources and actual needs. The total costs associated with attending HCI College, including but not limited to tuition and fees, books, supplies, room and board, personal expenses, and allowable travel expenses are examined to determine each student's eligibility for financial aid.

Students requesting financial aid must submit a Free Application for Federal Student Aid (FAFSA) using FAFSA-onthe-Web at www.fafsa.ed.gov. HCI College uses the information submitted by students and their families (if applicable) to determine eligibility for financial aid. The information students submit on the FAFSA is confidential.

HCI College maintains full-time Financial Aid staff to meet students' needs. Students are encouraged to make appointments with the Financial Aid department to ensure they obtain the funding needed for their college investment.

Every Nursing student is required to pay a portion of their education in the form of monthly cash payments, payable either to HCI College directly or to a third party, as determined by the Financial Aid department.

Financial Options (if applicable and eligible):

- 1. Apply for Federal Financial Aid Programs
- 2. Apply for Private Funding
- 3. Other Sources (check, credit card)

Other sources must be discussed with the Financial Aid Department.

Types of Financial Aid

Financial aid is available for those who qualify. The College's Financial Aid Advisors will explain all available options. Some of the funding is subject to availability. The amount of Financial Aid Nursing students qualify for is based on each student's Cost of Attendance, Expected Family Contribution (EFC), enrollment status (full time, ¾ time, ½ time, less-than-half time), and length of attendance within the academic year.

GRANTS

Substantial financial need determines Grant eligibility. Grants are not required to be repaid unless a student becomes ineligible. Students must maintain Financial Aid Satisfactory Academic Progress as defined and outlined in the HCI College Institute Financial Aid Satisfactory Academic Progress Policy.

Federal Pell Grant

A Federal Pell Grant is a financial aid award to assist students with the greatest financial need in paying for their education. Pell Grants do not have to be repaid unless a student becomes ineligible. Eligibility for a Federal Pell Grant is based on several factors, as determined by the EFC calculated using the information submitted on the Free Application for Federal Student Aid (FAFSA). Using the EFC number and other criteria, a Pell Grant award is

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 402 of 1026

determined. Students with a bachelor's degree or higher are not eligible for a Federal Pell Grant even if they are attending an undergraduate program. The Federal Pell Grant is limited to a lifetime of six full-time years of funding, referred to as Pell Lifetime Eligibility Usage (LEU).

Iraq and Afghanistan Service Grant

The Iraq and Afghanistan Service Grant is a financial aid award for students who are not Pell-eligible due only to having less financial need than is required to receive Pell fund, and whose parent or guardian died as a result of military service in Iraq or Afghanistan after the events of 9/11. A student may receive an Iraq and Afghanistan Service Grant for no more than twelve (12) semesters or the equivalent (roughly six years).

LOANS

HCI College offers a variety of low interest loans to assist students in meeting their educational costs. Educational loans must be repaid. Interest rates vary depending on the type of loan, and a minimum monthly payment may be required while attending HCI College.

Federal Direct Stafford Student Loan

Federal Direct Stafford Student Loans are low interest loans funded directly by the United States Department of Education. The Federal Direct Stafford Student Loans are low interest loans and are guaranteed if students meet the requirements set forth in the Student Eligibility Requirements section later in this section.

Federal Direct PLUS Loans

The Federal Direct PLUS (Parent Loan for Undergraduate Students) Loan program provides non-need-based loans to parents of dependent eligible students. PLUS loan eligibility is based on the parent borrower's credit worthiness and the student's Cost of Attendance minus any other financial aid awarded. PLUS loan repayment generally begins sixty (60) days after the final loan disbursement of the academic year, and the interest rate is variable, determined annually by the federal government.

IONTuition

HCI College offers IonTuition, to help our students manage their budget and student loans. Your Financial Aid Advisor will help you register for an account during the admission process.

Financial Aid Procedures

Prospective HCI College students seeking financial aid assistance must create an FSA ID and submit the Free Application for Federal Student Aid (FAFSA).

- Create your FSA ID at <u>www.StudentAid.gov/fsaid</u>. Students and parents (if students are dependent) are required to use an FSA ID, made up of a username and password, to access and submit personal data at U.S. Department of Education websites. Your FSA ID is used to confirm your identity and electronically sign your federal student aid documents.
- 2. Submit the FAFSA at <u>www.fafsa.ed.gov</u>.

Many funds are limited and are awarded on a first come, first served basis to students who have the greatest financial need. Instructions are available in HCI College's Financial Aid Department. Students must submit a FAFSA and an appointment must be made with the Financial Aid Director.

After the FAFSA is processed, HCI College will receive an electronic Institutional Student Information Record (ISIR), and the student will receive a Student Aid Report (SAR) from the U.S. Department of Education, usually between

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 403 of 1026

three and thirty days of submission. HCI College highly advises students and parents to review the SAR for accuracy, and if there are any errors, meet with the Financial Aid department for guidance before making any corrections.

If verification is required or if other documentation is requested, all items must be provided to the Financial Aid Director by the designated deadline to avoid processing delays or loss of eligibility. The Financial Aid Director will explain the procedures if this situation arises, since it could occur on a case-by-case basis.

After all documentation is gathered and verified for accuracy, the Financial Aid department will submit relevant paperwork to appropriate agencies and will follow up to ensure financial aid files are processed in a timely manner. The Financial Aid

department is the liaison between the outside agencies and lenders, and the students. The Financial Aid department ensures students are aware of their responsibilities, tuition and all other educational costs are paid, lenders receive correct paperwork, and all documents are executed and tracked correctly and accurately.

The Financial Aid department is dedicated to helping students understand and comply with the forms and paperwork necessary to navigate through the financial aid application process. As such, students will be informed when they are required to re-apply for financial aid each academic and/or award year.

NOTE: A student's financial aid is solely the responsibility of the student. Each student is responsible for correctly completing all applications and submitting paperwork in a timely manner. If HCI College does not receive a student's financial aid while the student is in attendance in school, the student is responsible for all tuition and fees due at the time of graduation, expulsion, or withdrawal.

Student Rights

All HCI College students have the right to:

- Know when they will receive their financial aid;
- A copy of the documents describing HCI College's accreditation or licensing;
- Information about HCI College programs, its instructional, laboratory and other physical facilities, and its faculty;
- Information relating to job placement rates;
- Information concerning the cost of attendance;
- Information about the refund policy for students who withdraw;
- Reconsideration of their aid package if they believe a mistake has been made, or if enrollment, or financial circumstances have changed;
- Information regarding how HCI College determines whether a student is making Financial Aid Satisfactory Progress, and if not, the nature of the procedures;
- Information concerning special facilities and services that are available under the Americans with Disabilities Act;
- Information as to financial assistance available, including information on federal, state, local, private, and institutional financial aid programs;
- Information identifying the Financial Services personnel, where they are located on campus, and how, and when they may be contacted;
- Information concerning how financial aid recipients are selected for various programs;
- Information concerning how financial aid eligibility is determined;
- Information regarding how much financial need has been met;
- Information concerning each type and amount of assistance in the financial aid package

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 404 of 1026

- Information regarding interest rates on any student loans, the total amount that must be repaid, the length
 of time to repay, when repayment must begin, and what cancellation or deferment (postponement)
 provisions apply;
- Information regarding Federal Work Study jobs, including the type of job, hours the student must work, a
 job description including job duties, the rate of pay, and the manner in which payroll is issued;
- Know who the academic advisors are and how to contact them;
- Information concerning academic and administrative policies;
- Fair, equal, and non-discriminatory treatment of all school personnel;
- Access to student records;
- Freedom of academic expression.

Student Responsibilities

It is the responsibility of each HCI College student to:

- Abide by HCI College's student codes of conduct;
- Read, understand, and retain copies of all forms provided by HCI College personnel;
- Review and consider all information about HCI College programs prior to enrollment;
- Pay special attention to the <u>Free Application for Federal Student Aid (FAFSA)</u>, complete it accurately and submit it on time to the right place because errors may delay or prevent financial aid eligibility;
- Apply and re-apply for financial aid by the published or advised deadlines;
- Provide all documentation, corrections, and/or new information requested by HCI College personnel or agencies to which applications were submitted;
- Notify HCI College of any information that has changed since the initial application for financial aid was submitted;
- Repay all student loans;
- Attend an Exit Interview at the school if any loans were awarded and disbursed;
- Notify HCI College and lender(s) of any changes in name, address, or attendance status;
- Understand HCI College's refund policy, outlined in this catalog;
- Read the contents of the Enrollment Agreement carefully;
- Purchase or otherwise furnish books and supplies;
- Abide by the Federal Work Study program requirements, if applicable;
- Maintain HCI College property in a manner that does not deface, destroy, or harm it.

Scholarships

HCI College Scholarship Programs

HCI College has made Alumni Scholarships available to those who qualify to HCI College Nursing and Paramedic graduates. The Guidelines and Requirements of these scholarships are outlined in the section "Alumni Scholarships."

HCI College has a Nursing Program Scholarship available to those who qualify to assist students in completing their program. The Guidelines and Requirements of this scholarship are outlined in the section "Student Success Scholarship."

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 405 of 1026

HCI College has a Student Success Scholarship available to those who qualify to help and encourage the timely application, preparation, testing, and success on the NCLEX-RN exam for first time testers. The Guidelines and Requirements of this scholarship are outlined in the section "Nursing Program Scholarship."

Private Scholarships

Outside scholarships are awarded to students who meet the specific criteria of the scholarship benefactors. Scholarship committees usually choose recipients that have high grade point averages, large financial need, and/or superior academic and community service qualities.

The HCI College Financial Aid Department will provide a listing of web sites for scholarship resources. Applicants are encouraged to contact agencies within their communities for more information regarding outside scholarships in the area.

Student Eligibility Requirements

Every student enrolled in a HCI College Nursing program who meets certain eligibility requirements may qualify for some type of federal student aid, regardless of age or family income. To be eligible for most Title IV need-based aid, students must meet the following requirements:

- Demonstrate financial need (for most programs);
- Be a U.S. citizen or eligible noncitizen;
- Have a valid Social Security number;
- Register (if you haven't already done so) with Selective Service if you're a male between the ages of 18 and 25 years old;
- Maintain satisfactory academic progress;
- Comply with the requirements of the Anti-Drug Abuse Act, Section 5301 of the Anti-Drug Abuse Act of 1988, which states that if a person is convicted of drug distribution or possession, the court may suspend their eligibility for Title IV Financial Aid. If a student/prospective student is convicted three or more times for drug distribution, he or she may become permanently ineligible to receive Title IV Financial Aid;
- Not be in default on a Federal Perkins Loan (or a National Direct Student Loan), Federal Direct Loan, Federal Stafford Loan, and/or Federal PLUS Loan, or;
- Not owe a refund on a Federal Pell Grant or Federal Supplemental Educational Opportunity Grant (FSEOG);
- Agree to use all Federal student aid received solely for educational purposes;
 Sign a Statement of Educational Purpose/Certification on refunds and default; and
 Be enrolled at least half time (for most programs).

Alumni Scholarship

HCI College has made Alumni Scholarships available for graduates of HCI College applicable for the Nursing and Paramedic programs.

<u>GUIDELINES</u>: Scholarships will be available for graduates of a HCI College program if they apply and attend another HCI College program (only for Nursing (ADN), Paramedic, and RN to BSN) after graduation. HCI College's finance department personnel will govern this policy, with the approval of HCI College's Chief Operating Officer and/or Campus President.

The following requirements must be present to award an Alumni Scholarship:

- 1. Only graduates from a HCI College program will be eligible for the Alumni Scholarship.
- 2. The graduate student must have taken *all* classes at HCI College.

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 406 of 1026

- 3. The programs that are available for the scholarship are for the Nursing (ADN), Paramedic, and RN to BSN.
- 4. If a student enrolls in the Nursing (ADN) program, and they are eligible for the Alumni Scholarship, they will be awarded a \$1000 scholarship for the Nursing program.
 - a. The Alumni Scholarship will be broken up and awarded by semesters.
 - b. Currently the Nursing program is 5 semesters (\$200x5).
 - c. Each semester the student will be awarded \$200 towards tuition.
- 5. If a student enrolls in the Paramedic program, and they are eligible for the Alumni Scholarship, they will be awarded \$450 towards their program tuition.
 - a. The Alumni Scholarship will be broken up and awarded by semesters.
 - b. Currently the Paramedic program is 3 semesters (\$150x3).
 - c. Each semester the student will be awarded \$150 towards tuition.

Working Nurse Scholarship

HCI College has made the Working Nurse Scholarship available for current RNs and AS in Nursing graduates of HCI College applicable for the BSN program.

If a student enrolls in the BSN program, they are eligible for the Working Nurse scholarship.

- d. The Working Nurse Scholarship will be broken up and awarded by semesters.
- e. Currently the BSN program is 7 semesters (\$1,736 each for 1 5 and \$1,735 each for 6-7).
- f. Each semester the student will be awarded either \$1,736 or \$1,735 based on the semester towards tuition.
- 6. The Working Nurse Scholarship may only be used for tuition. It cannot be used for anything except tuition (i.e. it cannot be used for books, eBooks, fees, etc.).
- 7. Student must meet all financial obligations to the school.

Nursing Program Scholarship

HCI College has made the Nursing Program Scholarship available for current students and graduates of HCI College applicable for the Nursing program.

<u>GUIDELINES</u>: Scholarships will be available for current and graduates of HCI College Nursing Program for those who qualify if they apply and meet the following requirements. HCI College's finance department personnel will govern this policy, with the approval of HCI College's Chief Operating Officer and/or Campus President.

The following requirements must be present to award an Alumni Scholarship:

- 1. Only current students and graduates from HCI College's Nursing program will be eligible for the Nursing Program Scholarship.
- 2. The current or graduate student must be in good standing.
- 3. The current or graduate student must have submitted the completed NCLEX-RN application and exhibits to the Florida Board of Nursing with HCI College paying the testing fee.
- 4. The current and graduate student must have taken and successfully completed all classes at HCI College.
- 5. Current students must pass the ATI Predictor with a minimum of 95% and complete any remediation plan recommended by the Director of Nursing. Graduate students must pass the ATI Predictor with a minimum of 95%; if taken more than 60 days prior, complete any remediation plan recommended by the Director of Nursing. HCI College will pay for any fees associated with the remediation plan.
- 6. Upon review and approval of the Director of Nursing, the official transcript will be sent to the Florida Board of Nursing for authorization for a test date.
- 7. Students must notify the Director of Nursing of their test date via email.

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 407 of 1026

8. After verification of passing NCLEX-RN on first attempt as evidenced by official NCSBN Report, student will receive a tuition credit of \$1,000. The student must test within 45 days of receiving Authorization to Test (ATT) from the Board of Nursing in order to receive the tuition credit of \$1000.

Student Success Scholarship

<u>GUIDELINES</u>: The Student Success Scholarship will be available for active HCI College students who qualify in order to assist students in successfully completing their program.

The following requirements must be met to award a Student Success Scholarship:

- 1. The programs that are available for the scholarship are Nursing (ADN), Paramedic (Diploma), and Emergency Medical Services (AS in EMS).
- 2. The student must attempt a minimum of six credits and meet and maintain Satisfactory Academic Progress (SAP) standards as outlined in the Catalog for each semester.
- 3. The student must maintain a minimum of 3.5 GPA for each Semester.
- 4. The Student Success Scholarship will be awarded on a semester basis with HCI College contributing \$250 per semester credit toward the student's subsequent semester tuition after attainment of the 3.5 GPA standard in Semester one or later Semesters not to exceed \$1,000. The scholarship will apply to the following semester after the student maintains the 3.5 GPA, meets SAP, and attempts a minimum of six credits.
- 5. Eligibility for the Student Success Scholarship shall immediately terminate should the student fail to meet any of the above requirements.

*Note: HCI College reserves the right to alter, modify or terminate the Nursing Program Scholarship and/or Student Success Scholarship at any time at the sole discretion of the school. To receive the scholarship tuition credit, student must comply with all written requirements. Failure to comply at any point will result in immediate termination of tuition credit. A reduction of tuition could result in a modification of the student's Title IV Financial Aid Award.

Brent Braunworth EMS Scholarship

<u>GUIDELINES</u>: A limited number of annual Brent Braunworth Scholarships will be available through county fire departments to nominate a deserving individual in good standing in the community and HCI College toward tuition reimbursement for completion of the online general education courses toward completion of the AS in EMS degree.

Withdrawal Procedures

- Notice of withdrawal should be made in person by submitting a Withdrawal Form to the Registrar, and the date of determination will be the date the student submits the Withdrawal Form. The Withdrawal Form and procedure may be obtained from HCI College's Registrar in Suite 101 at the West Palm Beach Campus or in Suite 101 at the Fort Lauderdale Campus or on HCI College's website: <u>www.HCI.edu</u>.
- 2. If a student is withdrawn by the school for absenteeism based on the attendance policy, the student's last date of attendance will be the withdrawal date. The date of determination will be no later than 14 days after the student's last date of attendance.
- 3. If a student is withdrawn by the school for failure to maintain required grades or passing rate, the date of determination will be no later than 14 days after the student's last date of attendance, which will be the same day as the last failed exam or make-up exam.
- 4. The student understands and agrees that the school may change locations during the course of my enrollment. Further, the student understand that should they decide to discontinue their enrollment on or after the date of that relocation, that their refunds (if any) will be calculated using this policy.

Refund Policy

Cancellation/Withdrawal Refund Policy

HCI College offers a refund to students who withdraw from the program, or to the sources from which the student's prepaid fees came, according to the schedule outlined below. This refund is based on tuition. Any student wishing to withdraw should complete and sign a Withdrawal Form. The Withdrawal Form and procedure may be obtained at HCI College's registration desk in Suite 101 at the West Palm Beach Campus or Suite 101 at the Fort Lauderdale Campus or on HCI College's website: www.HCI.edu.

A Student wishing to cancel an enrollment or withdraw may complete a Withdrawal/Cancellation Form. This form is available at <u>www.HCl.edu</u> or from the Registrar in Suite 101 at the West Palm Beach Campus or Suite 101 at the Fort Lauderdale Campus.

HCI College will refund monies paid by students in the following manner:

- All monies will be refunded if the applicant is not accepted by the school or if the student cancels within three
 (3) business days after signing the Enrollment Agreement and making payment.
- Cancellation after the third (3rd) business day, but before the first day of class, will result in a refund of all monies paid with the exception of the non-refundable application fee.
- Any textbooks and uniform polo shirts that were issued must be returned to the school unused to receive the refund for those items.
- Refunds will be made within 30 calendar days of date of the cancelation with proper submission of a Withdrawal/Cancellation Form by the student. Written notification may be submitted by email, fax or in person.
- Refunds will be made within 30 calendar days of the first day of class if no written notification is provided by the student.

Return to Title IV Funds (R2T4) Policy

The requirements for federal financial aid when a student withdraw are separate from the Institutional Refund Policy, as such a student may still owe a balance to the Institution for unpaid institutional charges. Federal regulations specify how the Institution must determine the amount of Federal financial aid the student is entitled to have earned when a student withdraws from the Institution.

The percentage amount of Federal financial aid a student has earned during a semester/pay period is calculated based on the total number of calendar days completed in a semester/pay period divided by the total number of calendar days in the payment period. For students who withdraw during the semester/pay period the school will perform the return calculation on a payment period basis.

The amount of assistance earned is determined on a pro-rata basis, up through the 60% point in each semester/pay period. For example, if you completed 30% of your semester/pay period, you earn 30% of the FSA assistance you were originally scheduled to receive. After the 60% point of the semester/pay period, a student has earned 100% of the Title IV funds he or she was scheduled to receive during the period. Any time a student begins attendance in at least one course but does not begin attendance in all the courses he or she was scheduled to attend, regardless of whether the student is a withdrawal or graduate, the institution must review to see if it is necessary to recalculate the student's eligibility for funding received based on a revised enrollment status and the cost of education.

The Order of the Return of Title IV Funds

The return of Title IV funds under the Federal Refund Policy follows a specific order, as follows:

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 409 of 1026

(1) Unsubsidized Direct Loan, (2) Subsidized Direct Loan, (3) Perkins Loan (if applicable), (4) Direct PLUS Loan, (5) Pell Grant, (6) Federal Supplemental Educational Opportunity Grant (FSEOG), (7) Other Title IV

Institutional Refund Policy

The refund schedule is as follows:

- 1. All monies paid will be refunded* if the applicant is not accepted by the College, or if the student cancels within three (3) business days after signing the Enrollment Agreement and making payment. The applicant that has not visited the College facility prior to signing the Enrollment Agreement will have the opportunity to withdraw without penalty within (three days) following either the regularly scheduled orientation procedures or following a tour of the College facilities and inspection of equipment. The nonrefundable Application is fully refundable (not to exceed \$150).
- 2. *Returned check fees and transfer credit fees are non-fundable.
- 3. Withdrawal after the third business day, but before the first day of class, will result in a refund of all monies paid except for the non-refundable application fee (not to exceed \$150).
- 4. Any textbooks, uniforms, and equipment issued must be returned to the College unused to receive full refund for those items.
- 5. Refunds will be made within 30 calendar days of date of the cancelation with proper submission of a Withdrawal/Cancellation Form by the student. Written notification may be submitted by email at faxed to (561) 471-4010, or in person to the Business Office Manager.
- 6. Refunds will be made within 30 calendar days of the first day of class if no written notification is provided by the student.

*Tuition for the EMT program will be refunded on a pro-rated basis. The pro-rata refund will apply to the proportion of the Semester taught of the Enrollment Term (as defined by Program).

*Tuition for the EMT program will be refunded on a pro-rated basis. The pro-rata refund will apply to the proportion of the Semester taught of the Enrollment Term (as defined by Program). In the online courses, if no activity is logged within the first seven days of each scheduled class then HCI College reserves the right to withdraw the student for nonparticipation; monies will be refunded according to the refund schedule for EMT below.

Refund Schedule for EMT

Proportion of Semester Taught	Tuition Refund Percentage
0% through and including 40%	Pro-Rata
More than 40% and including 50%	40%
More than 50%	0% (No Tuition Refund)

Refund Schedule

HCI College will refund tuition paid by a Student in the following manner:

 Students who withdraw during the 14 day add/drop period for core courses and seven day add/drop period for General Education courses will receive a 100% refund of all monies paid for tuition, fees, and supplies (excluding the \$150 nonrefundable application fee). Students who attend beyond the 14 day add/drop period

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 410 of 1026

for core courses and seven day add/drop period for General Education courses will be responsible for 100% of the tuition and fee charges for the period of enrollment (semester).

- The Withdrawal Date for refund computation will be one of the following:
 - The date Withdrawal/Cancellation Form signed by Student.
 - The date of withdrawal for unsatisfactory progress.
 - The date of withdrawal for excessive absences will be the last date of attendance.

Grading System

Student performance is recorded in grades as follows:

A = 90-100 = 4 grade points	Excellent			
B = 80-89 = 3 grade points	Very Good			
C = 70-79 = 2 grade points	Good			
D = 60-69 = 1 grade point	Poor			
F = 0-59 = 0 grade points	Failure			
I = Incomplete				
T = Transfer				
AU = Audit				
P = Pass *(For certain designated courses only. See Course Descriptions below)				
NC = No Credit				
R = Re-Take				
NS = No Show (Does not calculate into attempted credits)				
W = Withdrawn (withdrawal at student's request)				
WA = Withdrawn (withdrawal for academic-related reason)				
WX = Withdrawn for Excessive Absences				
Z = Withdrawn (withdrawal before add/drop period)				

TR = Internal grade used by the School to indicate a transfer of shift

Note: The institution will utilize C., D. and F. grades on transcripts. C., D., F. grades do not fulfill graduate requirements. Students who have earned C., D., F. grades on their transcripts must repeat the course and pass with the appropriate grade in order to fulfill graduation requirements.

GPA and CGPA Calculations

- The Grade Point Average (GPA) is calculated for all students.
- The GPA is calculated at the end of each semester period by dividing the grade points earned by the total credits attempted for that evaluation period.
- Cumulative Grade Point Average (CGPA) is calculated by dividing the total cumulative grade points earned by the total cumulative credits.
- The number of grade points awarded for each course is determined by multiplying the points listed for each letter grade by the number of credits for the course.

Grades and reports of a student's progress may be mailed, posted, or given to the student at the end of each semester. Students may request an unofficial copy of their grade history at any time.

Florida Statewide Course Numbering System

The course numbers that appear in this catalog and on transcripts are part of the Florida Statewide Course Numbering System (SCNS) of prefixes and numbers developed for use by all public postsecondary and participating private institutions in Florida to provide a "seamless system of articulation" which enable easy transfer of credits among member institutions by identifying courses which are equivalent. This system has been developed and instituted by The Florida Department of Education to assure transferability of courses between participating institutions. The SCNS website is http://scns.fldoe.org/. From this page, please find information on course numbers, course offerings, and descriptions of various disciplines throughout the state of Florida.

Acceptance of Equal Courses Authority by Receiving Institution

1007.24(7) Florida Statute States: "Any student who transfers among postsecondary institutions that are fully accredited by a regional or national accrediting agency recognized by the United States Department of Education and that participate in the statewide course numbering system shall be awarded credit by the receiving institution for courses satisfactorily completed by the student at the previous institutions. Credit shall be awarded if the courses are judged by the appropriate statewide course numbering system faculty committees representing school districts, public postsecondary educational institutions, and participating nonpublic postsecondary educational institutions to be academically equivalent to courses offered at the receiving institution. The [Florida] Department of Education shall ensure that credits to be accepted by a receiving institution are generated in courses for which the faculty possesses credentials that are comparable to those required by the accrediting association of the receiving institution. The award of credit may be limited to courses that are entered in the statewide course numbering system. Credits awarded pursuant to this subsection shall satisfy institutional requirements on the same basis as credits awarded to native students."

Appeal Procedures

A formal appeal will be entertained in instances in which there is evidence of discrimination or factual error on the part of the faculty/staff member. Mere disagreement with a faculty/staff member's professional judgment is not sufficient grounds for an appeal. <u>Any appeal</u> made by students concerning a decision, grade, or evaluative comment <u>shall be initiated within one week of the day the decision, grade, or evaluative comment was given.</u>

The initial step is for the student to consult the faculty/staff member who issued the decision, grade or evaluative comment for reconsideration. If, after consultation with the faculty/staff member, the student wishes to pursue the issue, the student should submit in writing an appeal to the Dean of Academics. The Dean of Academics and the Program Director, conducting the investigation should consult the parties involved, gather all pertinent information, and review the relevant facts. *At the conclusion of the investigation*, the Program Director and the Dean of Academics shall either convene the Appeals committee or issue a finding in writing, that will decide the matter.

Attendance Policy

The administration and faculty of HCI College recognize that proper attendance is essential to achieve the required knowledge, skills, and competencies in each student's educational pursuits. Cultivation of positive habits is as important as the acquisition of knowledge and the development of skills needed later in life. Consistent attendance is

required to complete each program as scheduled. If a student is suspended, must repeat a course due to lack of academic progress, or withdraws and re-enters, HCI College is unable to ensure completion of the student's program

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 412 of 1026

in the prescribed amount of time. In this event, the Director of the relevant program will work with the student to determine what is required to complete the program and the student will be scheduled to complete any remaining courses at the earliest availability of the course, in accordance with the normal schedule and on a space-available basis.

The school must be able to ensure potential employers that a student will be a reliable employee. Therefore, punctual attendance is required at all classes, training sessions, and externships. On time attendance is a crucial part of the training program and a requirement for graduation. Attendance is taken by instructors at every class (lecture, lab, externship, and/or clinical) *for the entire duration of the instruction period*. Students will not be excused from part of a class to attend to personal business. <u>The only excused absences are for illness and or emergency, at the discretion of HCI College's leadership</u>. HCI College recognizes that there are times when a student cannot attend class or arrives late because of unusual circumstances. The attendance policies have been formulated to allow for those circumstances, while at the same time ensuring that each student attends class a sufficient amount of time to master the subject matter and meet the minimum criteria for National Education Standards. **Makeup work is given at the discretion of the Instructor**.

Attendance Didactic

Absences are based on programmatic requirements that provide for the withdrawal and dismissal of students whose absences exceed a set rate. Each program contains a specific absence policy – please see student handbooks.

- Any student that does not attend the full class time will be marked as Tardy or Left Early. Continued excessive tardiness or missed class time could lead to disciplinary action up to and including program or course dismissal.
- A tardy may be defined as 10-15 minutes past the documented class start time.
- Students are responsible for the material covered in ALL scheduled classes: lectures, reading assignments, practical sessions and testing sessions. This work must be made up and cannot be skipped.
- Subject material cannot always be written as notes during classes; therefore; it is important to attend each session.
- <u>No more than two consecutive absences</u> are allowed in the EMT Program. On the third absence or 14 consecutive days from the last day of attendance, the student will be withdrawn for excessive absences within the term.
- <u>No more than two consecutive absences</u> per semester are allowed in the Paramedic Program. All clock hours
 missed must be completed in order to graduate.
- On the third absence or 14 consecutive days from the last day of attendance, the student will be withdrawn for excessive absences within the term; the date of the student's withdrawal is the date of the last attendance.
- <u>No more than two consecutive absences</u> per semester are allowed in the Nursing Program. On the third
 absence or 14 consecutive days from the last day of attendance, the student will be withdrawn for excessive
 absences within the term; the date of the student's withdrawal is the date of the last attendance.
- If a student is absent in excess of the program requirements, the student will be automatically withdrawn.

Online Course Attendance Policy

Regular online attendance is vital to student academic success and is required for all students. Attendance is tracked on a weekly basis. Attendance is recorded by completing academic activities. Each day a student submits an academic activity, they will be marked as present (in attendance). The date of the last academic activity will serve as the official Last Day of Attendance (LDA). Students are required to complete a minimum of one academic activity each week to be marked in attendance. Attendance is recorded on the day of the submission regardless of the assignment due date. Students who fail to submit at least one academic activity per week will be marked absent for the respective

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 413 of 1026

week. A student who fails to complete at least one academic activity for 14 consecutive days within the term will be dropped from the course. An academic week starts on day one (1) of the course and runs in a seven (7) day cycle.

The following items are considered academic activities:

- Participating in a faculty led Threaded Discussion, or Blog.
- Participating in a course group within the online classroom.
- Submission of an assignment and/or posting comments to a drop box in the online classroom.
- Submission to the online classroom of an assessment, quiz, exam, pre-unit test, post-unit test, or practice exam.

Note: Emailing your course faculty member does not count as an academic activity.

Meeting the attendance requirements does not indicate that the student has completed all the required coursework for the week and attendance is not the same thing as participation. The faculty determines participation requirements and how they relate to a student's grade.

Attendance - Clinical/Lab/and Externships

Clinical externships are critical to academic success. The Absence Policy in the clinical or externship setting is based on programmatic requirements that provide for the withdrawal and dismissal of students whose absences exceed a set rate. Each program contains a specific absence policy.

- Only under <u>extenuating circumstances</u> is any student permitted to miss a clinical or field hours. In this instance a student is allowed only one clinical or field absence per semester. A second absence may result in failing the clinical portion of the course and academic withdrawal from the program, at the discretion of HCI Leadership.
- Other attendance requirements for externships are explained in detail within the program requirements.
- See Programmatic student handbooks for more information.

Family Educational Rights and Privacy Act (FERPA)

The Family Educational Rights and Privacy ACT (FERPA), a Federal law, requires that the school, with certain exceptions, obtain your written consent prior to the disclosure of personally identifiable information from your educational records. Directory information is considered public and may be released without written consent unless specifically prohibited by the student concerned. Data defined as directory information includes: student name, major field of study, student participation in officially recognized activities, dates of attendance; enrollment status (full-time, part-time; undergraduate or graduate), degrees and awards received, and the most recent educational agency or institution the student has attended. Students wishing to opt out must provide a formal written request to the Registrar at their campus.

FERPA is a federal law that protects the privacy of student educational records. The law applies to all schools that receive Title IV funding. Therefore, graduates requesting career services assistance must provide signed authorization allowing the Department of Student Services to send out résumés to potential employers as part of a graduate's job search program.

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 414 of 1026

Satisfactory Academic Progress Policy

In order to demonstrate SAP toward completion of the Nursing Program, a student must maintain a specific course grade point average (see Required Grades) and must progress through the program at a specific minimum pace to ensure that the student does not exceed 150% of the published length of the Nursing Program ("Maximum Timeframe"). Maximum Time Frame for the Nursing Program is exceeded when a student attempts more than 108 semester credits. SAP is evaluated at the end of every semester in order to reestablish a student's eligibility to continue receiving federal financial aid funds for the next semester. The following abbreviations are used throughout this policy:

- (SAP) Satisfactory Academic Progress
- (CGPA) Communitive Grade Point average
- (AFAW) Academic Financial Aid Warning
- (AFAP) Academic Financial Aid Probation

There are two standards that must be met:

The **qualitative standard** for each program requires that a student achieve a minimum **CGPA** of 2.00 or better for the first semester in the program. When evaluated at the end of each semester, a student must achieve the **CGPA** listed on in Diagram 1 within this document at the end of the corresponding semester. At completion of the program, every nursing student must have a **CGPA** of at least 2.48 in order to graduate from the Nursing Program.

The **quantitative standard** requires students to complete the Nursing Program within the Maximum Timeframe of the program. Transfer credits that are accepted by HCI College for credit toward the Nursing Program are included in the calculation of the Maximum Time Frame.

The required minimum pace of completion percentage (Completion Rate) is derived by dividing the number of earned credits by the number of credits attempted. In this calculation, transfer credits are counted as both attempted and earned credits.

Students must successfully maintain a Completion Rate of at least 67% by the end of the first Semester and maintain a 67% minimum Completion Rate in all following semesters. The courses withdrawn during the add/drop period are not included in the Completion Rate as either attempted or completed credits. However, if a student withdraws from a course after the add/drop period has expired, the credits for that course will be included as credits attempted in the Completion Rate.

Treatment of incompletes, course completers, withdrawals, repetitions, transfer credit, audited courses, leaves of absence, and official grade changes.

- <u>Course Incomplete grades</u>: Grades of Incomplete are included in the minimum pace of completion percentage as credits attempted but are not included in GPA or **CGPA** until the official grade is posted.
- <u>Completers (non-graduates)</u>: A student who completes the academic requirements for a program but does not yet have the degree or certificate is not eligible for further additional federal student aid funds for that program.
- <u>Withdrawals</u>: Courses withdrawn during the add/drop period are not included as attempted credits in the minimum pace of completion percentage or in the student's GPA/**CGPA**. Courses withdrawn after add/drop period are included as attempted but not completed for the Completion Rate. They are not included in GPA or **CGPA**.

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 415 of 1026

- <u>Repeated Courses</u>: Students may use federal student aid funds for which they are entitled to retake any course they previously completed with a grade of F. Students may also use federal student aid funds to retake a course they previously completed with a passing grade one time to improve their grade. For financial aid purposes each time a course is taken it counts as an attempted course for the Completion Rate. The higher grade will count towards the cumulative grade point average.
- <u>Transfer credits</u>: Transfer credits are considered as both attempted and completed for the Completion Rate. They are not included in the calculation of GPA or **CGPA**.
- <u>Audited Courses</u>: Courses taken as audits are not taken for credit and are not included in SAP calculations for the Completion Rate, GPA or **CGPA**.
- <u>Leaves of Absence (LOA)</u>: HCI does not grant LOAs during a term. Any complete term during which a student is on an authorized LOA will not be included in the Completion Rate calculation.
- <u>Grade Changes</u>: In the event a grade for a prior term is officially changed by HCI College after SAP has been evaluated for that term, SAP will be reevaluated using the new grade at the next SAP evaluation point, however, the College may elect to reevaluate SAP for the student immediately following the official grade change.

Financial Aid Warning

If a student does not achieve the required minimum **CGPA** of 2.0 at the end of the first semester or the required **CGPA** at the end of any following semester as set forth on Diagram 1 (semester 2, 3,4, 5, etc.), or if the student fails to achieve a 67% minimum pace of completion percentage after any semester, the student will be placed on **AFAW** for the next semester. Students on **AFAW** status remain eligible to receive federal financial aid for the semester on which they are on **AFAW**. Students may not be on **AFAW** for more than one consecutive semester.

- If a student successfully obtains the required minimum CGPA or achieves a minimum pace of completion percentage of 67% or better at the conclusion of the semester on AFAW, the student will be removed from AFAW.
- A student who is not meeting SAP requirements at the end of the semester on **AFAW** will lose eligibility to continue receiving federal financial aid, but the student may appeal the student's SAP status in order to preserve his/her financial aid eligibility. (Please see the section below "**SAP Appeal Process**" for information on how an SAP Appeal may be filed).
- If a student files an SAP appeal that is denied, they will be dismissed from the program and HCI College.
- Following a successful SAP appeal, the student will be placed on AFAP. Students on AFAP must meet with their academic advisor to develop an academic plan if the student is expected to need more than one semester to resume meeting SAP requirements. Students expected to need only one semester to resume meeting SAP requirements may also receive an academic plan at the discretion of HCI College and will be informed of the College's decision with the decision on the student's SAP appeal. All academic plans will be developed according to the judgement of the academic advising staff. Academic plans will contain a roadmap for the student to resume meeting SAP requirements by a specific point in time and may contain and benchmarks that the student needs to achieve in order to eventually resume meeting SAP requirements.
- At the conclusion of the student's semester on **AFAP** status, the student's progress shall be evaluated to determine if the student has resumed meeting SAP requirements or if the student is meeting the requirements

established in the student's Academic Plan.

- If a student is on **AFAP** completes 67% or more of credit hours attempted by the next SAP review period and meets the applicable CGPA requirement stated on Diagram 1, the student will be removed from **AFAP** status and returned to good standing for academic/SAP purposes.
- If a student on **AFAP** has an academic plan that provides a pathway for the student to resume meeting SAP requirements within more than one semester and the student fails to meet requirements established in the academic plan, the student will be ineligible for federal financial aid and will be dismissed from HCI College.
- If the student on **AFAP** has an academic plan that provides a pathway for the student to resume meeting SAP requirements within more than one semester and the student is meeting the requirements established in the academic plan, the student will continue to be eligible to receive federal financial aid as outlined in the academic plan.

SAP Appeal Process

HCI College may only approve an appeal by a student if it is determined the student will meet SAP requirements based on the qualitative and/or quantitative standards in the next SAP review period or if the academic plan that the college proposes for the student demonstrates that a reasonable pathway exists to enable the student to resume meeting SAP requirements.

To appeal the loss of federal student aid eligibility due to SAP, the student must submit a written request to the Dean of Academics and/or Campus Director, or any such person designated by the President of Student Services or Campus Director. The reason for the appeal must be the result of mitigating circumstances, and documentation supporting a claim of mitigating circumstances must be provided in addition to the student's plan for improvement. As part of the appeal, the student must document in writing why they did not meet SAP, and what in the student's situation has changed that will allow them to meet SAP going forward. Typical student life issues and making the transition to college are not considered mitigating circumstances under this policy. Examples of mitigating circumstances that may impact Academic Progress include the following:

- Death of an immediate family member
- Student illness requiring hospitalization (this includes mental health issues)
- Illness of an immediate family member where the student is a primary caretaker
- Illness of an immediate family member where the family member is the primary financial support
- Abusive relationships
- Divorce proceedings
- Previously undocumented disability
- Natural disaster
- Family emergency
- Financial hardship such as foreclosure or eviction
- Other special circumstances

The Dean of Academics and/or Campus President/Director or designee will determine the appropriateness of the mitigating circumstance regarding severity, timeliness, and the student's ability to avoid the circumstance in the future. Upon receipt of the request for appeal and the supporting documentation, the Dean of Academics and/or

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 417 of 1026

Campus Director or designee will notify the student within of the College's determination in writing of receiving the student's complete appeal submission.

Readmission to HCI College Following Dismissal for Failure to Meet SAP

If a student files an unsuccessful SAP appeal, which is denied, the student will be dismissed pursuant to HCI College policy but may apply to be readmitted after the end of the semester for which the SAP appeal was denied. Sitting out one term does not automatically reinstate a student's federal student aid eligibility.

A student who seeks to be readmitted after remaining out of school for one full semester will be subject to HCI College's evaluation of the student's academic records to determine if it is possible for the student to resume meeting SAP requirements.

If HCI College determines that the student may be able to resume meeting SAP requirements, the student may be readmitted but is not eligible for federal student aid funds until the student successfully meets SAP requirements.

Total Credits	GPA Requirement
Attempted	
Semester One	2.00
Semester Two	2.12
Semester Three	2.21
Semester Four	2.33
Semester Five	2.48

Diagram 1

Note:

The Veterans Administration is notified of unsatisfactory progress of a veteran student who remains on academic probation beyond two consecutive semesters/pay periods. At that point, veterans' benefits can be terminated. A student terminated from veterans' benefits due to unsatisfactory progress maybe recertified for benefits when the student meets the **CGPA** requirement or meets the minimum 67% Completion Rate requirement for progression.

Academic Financial Aid Grievance Process

HCI College may only approve an appeal by a student if it is determined the student will meet Satisfactory Academic Progress based on the qualitative and/or quantitative standards in the next SAP review period.

To request the opportunity to appeal a dismissal, the student must submit a written request to the *Dean of Academics* and/or Campus Director/President or designee. The *reason for the appeal must be the result of mitigating circumstances, and documentation supporting a claim of mitigating circumstances must be provided* in addition to the student's plan for improvement. As part of the appeal, the student must document in writing why they did not meet SAP, and what in the student's situation has changed that will allow them to meet SAP.

Student life issues and making the transition to college are not considered mitigating circumstances under this policy. **Examples of mitigating Circumstances that may impact Academic Progress include the following** (not all inclusive):

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 418 of 1026

- Death of an immediate family member
- Student illness requiring hospitalization (this includes mental health issues)
- Illness of an immediate family member where the student is a primary caretaker
- Illness of an immediate family member where the family member is the primary financial support
- Abusive relationships
- Divorce proceedings
- Previously undocumented disability
- Work-related transfer during the term
- Change in work schedule during the term
- Natural disaster
- Family emergency
- Financial hardship such as foreclosure or eviction
- Loss of transportation where there are no alternative means of transportation

The Dean of Academics and Campus Director/President or designee will determine the appropriateness of the mitigating circumstance regarding severity, timeliness, and the student's ability to avoid the circumstance in the future. Upon receipt of the request for appeal and the supporting documentation, the Dean of Academics and/or Campus Director/President or designee will notify the student within twenty-four hours of the determination of the Academic Financial Aid Grievance.

If the student's appeal is granted, they will be placed on Academic Financial Aid Probation at the start of the following semester. As part of Academic Financial Aid Probation, the student must create, agree with, and sign a written Academic Action Plan for Improvement, which documents that they will be required to attain a 2.0 CGPA and/or complete their program within 150% of the maximum timeframe by the next evaluation period. The student is eligible to receive Title IV funding while on AFAP.

If a student appeals and is denied the appeal, they must remain out of school for one semester/pay period after the SAP review period in which the appeal was denied.

A student who has been dismissed may reapply to HCI College after remaining out of school for one full semester/pay period. At that time, a student's academic records are evaluated to determine if it is possible for a 2.0 cumulative grade point average to be achieved, and if the program can be completed within the maximum 150% timeframe.

If both standards can be achieved, a student may be readmitted but is not eligible for Title IV funds until the student achieves satisfactory academic progress both quantitatively and qualitatively.

Required Grades

A grade of (80%) or higher is required for all Paramedic Exams

A grade of (80%) or higher is required for all Emergency Medical Technician Exams and Emergency Medical Services A grade of (70%) or higher is required for all General Education Courses and Fire Science Courses A grade of (80%) or higher is required for all Nursing Core and (70%) or higher for General Education Courses

A 95% predictability score on the ATI Comprehensive predictor is required to pass course: NUR2943L. It is a 180-item test (three hours long) that offers assessment of the student's comprehension and mastery of nursing content and integration of NCLEX Client Need categories similar to the percentage of items on the NCLEX-RN. Any student who receives anomaly warnings from ATI based on the ATI Predictor must retake an ATI Predictor on campus and achieve a minimum of 95%. Any student who receives anomaly warnings from ATI during enrollment in Virtual ATI

(VATI) may be required to repeat additional remediation and exams online or on campus. as recommended by the Coach or Director of Nursing prior to release of the students name to the Florida Board of Nursing. If student is deemed to be 100% complete by their ATI Coach, but the Coach is unable to award Greenlight based on anomaly warnings, the student will be required to repeat, retest, or remediate as determined by the Director of Nursing and or the ATI Coach.

Nursing Exit Exam Policy

In the final semester, students are required to achieve a minimum score of 95% on the Predicted Probability of Passing NCLEX-RN ATI Proctored Exam - the Comprehensive Predictor Test (CPT). Students who score below a 95% on the CPT will be permitted one re-take upon completing the two-week remediation program. Failure to achieve a score of 95% for the second time will result in repeating the Nursing Capstone (NUR2943L). If a student fails to meet the required score at the end of the second attempt of the Leadership portion of Nursing III, the student will be dismissed.

Leave of Absence Policy and Procedure

HCI College recognizes there may be times during a student's enrollment where unforeseen circumstances may prevent a student from continuously attending classes. In the event of such extenuating circumstances, a student may apply for a Leave of Absence (LOA). Examples of acceptable reasons for an LOA are jury duty, military duty, or circumstances such as those covered under the Family Medical Leave Act of 1993 (FMLA). To be eligible to apply for a leave of absence, a student must have completed one full semester at the school and be in good academic standing.

Procedure

Students must apply for a LOA with the Dean of Academics using the HCI College Leave of Absence Request and submit all required supporting documentation. The student must provide the reason for requesting the LOA and indicate the expected date of return.

Students need to be current in any financial obligations to the school and must continue to make their tuition payments while on a Leave of Absence. **If the student is a recipient of Federal Financial Aid, the student is required to meet with the Financial Aid office prior to HCI College granting the LOA**. The Financial Aid office will advise the student of the effects of an LOA, including the student's failure to return on the approved date and their loan repayment terms. The Leave of Absence does not begin until the student has received written approval back from HCI College granting permission for the approved time frame. Students taking an approved LOA do not incur any additional charges for the period of the approved leave.

Approval

A Leave of Absence is granted at the discretion of HCI College if it is able to establish a reasonable expectation of the date of the student's return from the LOA. A Leave of Absence may be granted for a period not to exceed 180 days. However, a second LOA may be granted as long as the total number of days does not exceed 180 days in any twelve-month period.

In the event, the Leave of Absence is not granted, the student is required to register for and attend classes or withdraw from the school.

Return from Leave of Absence

Upon the student's return from the LOA by the approved return date, they will be permitted to continue the coursework they began prior to the Leave of Absence. Refer to the LOA Policy for more information.

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 420 of 1026

If a student does not resume attendance on the date set forth in the official LOA form, they will be withdrawn from the school. The student's date of determination for withdrawal will be the date the student began the Leave of Absence. Tuition: charges and refund calculations will be determined based on that date and will be applied to the student's account. A student who has received Federal student loans will have their grace period calculated using the LOA beginning date, which may cause the student loan to enter repayment immediately if the grace period has been exhausted.

Students returning early from a Leave of Absence will continue to have the days counted towards the LOA time with no attendance or credit given until reaching the approved return date.

Repeat Course Policy

A course in which a letter grade of "D" or "F" ("C" for the ADN nursing core courses) has been earned may be repeated for grade average purposes. Only the higher grade is used in computation of a cumulative grade point average (CGPA) at HCI College. Students may only receive federal financial aid funding for one repetition of a previously passed course.

All repeated courses, including withdrawals from repeated courses, affect financial aid satisfactory academic progress calculations. A repeated course along with the original attempt must be counted as attempted credits.

Regardless if a student is eligible or not eligible for Federal Financial Aid funding, no course may be repeated more than once. If a student fails the same course two times, they will be dismissed from the institution. The student may request the opportunity to appeal a dismissal; the student must submit a written request to the Dean of Academics and/or Campus Director or designee.

Students who repeat a course for which they have received a letter grade of "D", "F", or "C" for nursing core classes must notify the Registrar's Office for recalculation of their cumulative GPA. A course in which a satisfactory letter grade (e.g., "A", "B", "C") has been earned may not be repeated for grade average purposes. Courses may not be repeated for grade average purposes after graduation.

NOTE: Veterans' Administration benefits and some Title IV funds may not cover the cost of repeating courses assigned a "C" or "D" grade. Students should speak with the Financial Aid Department for further details.

Graduation Requirements

To be eligible for graduation and receive a diploma and, or a degree as appropriate, the student must have:

- Completed the required clock and credit hours for the program in which they were enrolled.
- Repeated and successfully completed any failed courses, with the understanding that the maximum time frame shall not exceed 1.5 times the normal duration or number of clock hours required to complete the program.
- Completed at least 25% of the course requirements of the program at HCI College.
- Met all financial obligations to the school.
- Satisfactorily met all program-specific requirements.

Notice of Non-Discrimination and Harassment

HCI College does not tolerate any form of employee or student harassment, either verbal or physical, be it based on race, color, religion, gender, national origin, age, physical handicap, medical condition, marital status, sexual

HCI COLLEGE STUDENT CATALOG 2020 – VOLUME III | 1/27

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 421 of 1026

orientation, or any other classification protected by law. Further, the school will not discriminate in policy or action based on the above. Questions concerning policies and procedures for filing grievances should be directed to the Office of the President.

School's Right to Change Catalog Requirements

This catalog and its contents are subject to change, as the school deems necessary and appropriate. Students will normally follow the requirements in effect at the time of their admission. However, students and the Institution are bound by the agreement signed at the time of the student's enrollment unless the student signs a new agreement. Furthermore, requirements of other regulatory bodies may influence a student's program requirements. Possible changes include, but are not limited to, graduation requirements, admissions requirements, tuition, fees, curricula, and course content. The school *will* provide adequate notice of any change. **Students are responsible for making themselves aware of any changes**.

The Americans with Disabilities Act of 1990 - The Rehabilitation Act of 1973, Section 504

HCI College recognizes and accepts its obligations under The Americans with Disabilities Act (ADA) of 1990 and The Rehabilitation Act of 1973 prohibiting discrimination on the basis of a disability and requiring that reasonable accommodations be provided to qualified disabled students in all programs and activities within the control of the Institution, provided such accommodation would not impose an unreasonable burden on the school or other students. Determination of reasonable accommodations and compliance with the ADA and Rehabilitation Act for students are managed by the Office of the President. No student shall be retaliated against for seeking accommodation under this policy or for participating in good faith and in a reasonable manner in any review procedures concerning HCI College for its alleged noncompliance with The Americans with Disabilities Act of 1990.

The following individual is HCI College's Section 504 Coordinator: Dr. Arlette Petersson, Vice President of Academic and Regulatory Affairs, HCI College, 1764 N. Congress Avenue, West Palm Beach, FL 33409; Telephone (561) 586-0121; Fax (561) 471-4010; Email: .

Sexual Harassment

HCI College strives to provide a work environment free of sexual harassment. Harassment on the basis of sex is a violation of Section 703 of Title VII of The Civil Rights Act of 1964. It is also a violation of The APA Code of Conduct. It is the policy of HCI College that sexual harassment of employees or students is regarded as unprofessional and demonstrative of improper conduct. Sexual harassment is defined as unwelcome sexual advances, request for sexual favors, and other verbal or physical conduct of a sexual or otherwise offensive nature. Conduct of this nature is improper whether 1) submission to the conduct is either an explicit or implicit term or condition of employment or student status; 2) submission to or rejection of the conduct is used as a basis of employment or student standing; 3) the conduct has the effect of substantially interfering with an individual's work or academic performance; or 4) the sexually suggestive conduct or language has the effect of causing uncomfortable living or working conditions. All employees and students of HCI College are expected to avoid any behavior or conduct toward any other employee or student that could be interpreted as sexual harassment.

Reporting Discrimination or Harassment

Students who believe they have been the victim of sexual or other harassment or discrimination should immediately report the matter to the Office of the President. Any faculty member or administrator who has received a complaint from an employee or student alleging harassment should immediately notify the **President of HCI College or follow**

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 422 of 1026

the HCI College student grievance policy. Similarly, any administrator, faculty member, or supervisor who becomes aware of a situation involving potential harassment of an employee or student should contact the President. All complaints of harassment will be investigated promptly and will be kept confidential to all extents possible. Appropriate disciplinary action up to and including termination from academic study or employment will be taken against any student or employee found to have engaged in harassment.

Reporting Health or Safety Hazards

Students should immediately report health or safety hazards to the nearest available school representative and then to the President. Any accident or injury, no matter how slight, must also be reported immediately.

Campus Security Report

HCI College is a safe campus. Students and employees should report any theft, vandalism or any crime no matter how minor to the college President. A campus security report is published annually by HCI College to the Commission of Independent Education on the following website: <u>https://www.hci.edu/2016-11-10-15-52-15/campus-security-policy</u> All students and employees should take reasonable precautions, such as not leaving personal possessions unattended and seek an escort to one's vehicle after dark.

Drugs and Alcohol Policy

The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in all locations on the property of, or as part of any of the activities of HCI College. We recognize the dangers of drug and alcohol abuse and it is our policy to ensure that our campuses are free of drug and alcohol abuse. A pamphlet describing the health risks associated with the use of illicit drugs and the abuse of alcohol, including a description of the applicable legal sanctions for the unlawful possession or distribution of drugs or alcohol, is available to students and staff from the Student Services office. The illicit possession, use, or distribution of drugs or alcohol by any of HCI College's students or staff on the college's premises or at any of its activities may result in the following sanctions:

- Immediate expulsion from school or termination of employment.
- Referral to a counseling agency.
- Referral for prosecution to the appropriate authorities.
- Reentry may be made only at the discretion of the Campus President/Director.

Academic Policies and Student Responsibilities

All students enrolled at HCI College assume an obligation to conduct themselves as responsible members of the community at all times, to respect the personal and property rights of others, and to support the educational mission of

the school. The school insists that its students demonstrate personal and professional integrity in addition to academic excellence. Violations will be met with consequences up to and including dismissal from the institution, at the discretion of the HCI Management Team and the Vice President of Academic Affairs.

Ethical Code of Conduct

Students are expected to conduct themselves in an ethical, professional, and civil manner. One of the most important standards of conduct at HCI College is the individual's responsibility to the classroom community. This entails not only being attentive and respectful in class, but also helping one another toward success.

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 423 of 1026

Students found guilty of violating the Ethical Code of Conduct, committing academic dishonesty or plagiarism, or failing to meet the professional standards of the school shall be liable for sanctions up to and including dismissal from the school.

Any student suspected of violating these standards will be referred to the President's office to investigate the allegations. The investigation is conducted by the Campus **President/Director**, **the Dean of Academics**, **the Director of the Program**, **and a faculty representative**. Students are not permitted to bring or be represented by legal counsel during committee proceedings. The student will be provided an opportunity to respond to the allegations in writing and/or in person. The committee may elect to exonerate the student, issue a warning to the student, place the student on an administrative leave of absence, place the student on general probation, or dismiss the student from the school. Students will be informed in writing of the disciplinary action as well as the conditions that must be met in order to remove the disciplinary action. Each student, while in attendance at HCI, assumes the responsibility of becoming familiar with and abiding by the standards of conduct expected by the school after receiving a copy at orientation

The student will:

- Abide by all local, state and federal laws
- Abide by all school policies
- Abide by all conditions of school warning, probation, or suspensions
- Assist other students with clean-up of lab, classroom, and other areas used for instruction

The following actions are *violations* of the Student Conduct Code, these violations include but are not limited to:

- Participation in any activity that disrupts or interferes with the education of others or the orderly operation of the school.
- Academic dishonesty of any kind with respect to examinations or course work. This includes any form of cheating and plagiarism.
- Falsification or alteration of school documents, attendance records, or identification cards.
- Using the computer password of another or in any way accessing computer files other than one's own.
- Forgery, issuing bad checks, or not paying financial obligations to the school.
- Theft or the deliberate damaging or misusing of property belonging to others or the property of the school.
- The manufacture, possession, use, or distribution of any form of alcoholic beverages or illegal drugs while on school property.
- Possession, display, or use of any dangerous instrument, weapon, or explosives.
- Deliberate interference with academic freedom, freedom of speech, or movement of any member or guest of the school community.
- Discrimination towards any individual or group, verbal, or nonverbal.
- Any physical altercation with another person on school property.
- Breach of any school discrimination or harassment policy.

Academic Dishonesty/Plagiarism

The school seeks to foster a spirit of honesty and integrity. Any work submitted by a student must represent original work produced by that student for that class. Any source used by a student must be documented through normal scholarly references and citations, and the extent to which any sources have been used must be apparent to the reader. The school

further considers resubmission of a work produced for one course in a subsequent course or the submission of work done partially or entirely by another to be academic dishonesty. It is the student's responsibility to seek clarification

from the course instructor about how much help may be received in completing an assignment, exam, or project and what sources may be used.

HCI College has implemented the use of URKUND anti-plagiarism software for the use of our faculty and students.

Students found guilty of academic dishonesty or plagiarism shall be liable for sanctions up to and including dismissal from the school.

Exposure Policy Student/Employee

DEFINITIONS

- 1. **Contact** Defined as touching or close enough to come in contact with respiratory droplets, blood, blood products, or body fluids on intact skin, clothing, or personal protective equipment (i.e. mask, gown, shoe covers, eye protection).
- 2. **Exposure** Defined as contact with blood, blood products, or body fluids through non-intact skin (i.e. lacerations, abrasions, puncture wounds, or needle sticks) or through contact with the mucous membranes (i.e. mouth, eyes, nose, etc.).

PROCEDURE

In the event of an exposure to blood, blood products, bodily fluids, or other hazard:

- Any necessary first aid treatment will be rendered by available, appropriate personnel. The Exposed Student
 or employee shall, as soon as practical, wash the affected skin area(s) thoroughly with soap and water or
 with any available alcohol-based cleanser. If it is a mucus membrane related exposure (eyes, nose, or mouth)
 please follow the manufacturer Material Safety Data Sheet (MSDS), physician orders, or federal safety and
 first aid guidelines.
- 2. The exposed student or employee shall, as soon as possible, notify the lead/clinical instructor, or supervisor of the incident. The lead/clinical instructor will notify the associated Program's Director or supervisor.
- 3. The Program Director will decide whether or not to call Dr. Keehn or Dr. Roach to act as the student's Designated Infection Control Officer (D.I.C.O.). If the decision is made to do this, Dr. Keehn or Dr. Roach will advise the student whether the "exposure" was significant or not. If Dr. Keehn or Dr. Roach is unavailable, then the E.R. Physician can act in this capacity. The Lead/Clinical Instructor should monitor this closely and supervise the process.
- 4. The student or employee will seek emergency care via the Hospital/Emergency Department from which the source patient was treated at/transported to.
- 5. The Emergency Department Physician will provide pre-counseling to both the Exposed Student or employee and Source Patient. The Exposed Student or employee shall request, per Florida State Statute 381.004, that the examining physician order a blood draw on the Source Patient for Rapid HIV, Hepatitis B surface antigen, and Hepatitis C antibody. The Exposed Student or employee's blood draw shall include a Rapid HIV, Hepatitis B surface antibody, and Hepatitis C antibody. The Rapid HIV results shall be provided to the Exposed Student or employee and Source Patient immediately. The Exposed Student or employee will be given the option for prophylactic HIV "cocktail" within one (1) hour of exposure. The Emergency Department Physician will provide post counseling.

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 425 of 1026

6. The exposure form will be completed by the Exposed Student or employee and turned into the associated Program Director along with all copies of medical care and treatment reports; as soon as possible, post medical treatment.

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 426 of 1026

Exposure Flow Chart for Students and Employees

If exposed wash/clean the affected area ASAP. Contact your Supervisor/Instructor.

Go with the source patient to the Emergency Room. Consult either Health Career Institute's D.I.C.O. or the ER Physician about the significance of the exposure. Keep in touch with your Supervisor/Instructor.

If the exposure is significant ask to have the patient's b**lo**od drawn per F.S.S. 381.004 for Rapid HIV, Hepatitis B surface antigen, and Hepatitis C antibodytesting.

If the exposure is significant, consult the D.I.C.O. or ER Physician whether to wait on "cocktail" or not while you wait for the Rapid HIV test.

If Rapid test is positive take "cocktail." Follow up with your personal Physician. If Rapid test is negative do not take "cocktail." Follow up with your personal Physician for the other tests taken. Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 427 of 1026

Dress Code

All students are required to adhere to the following dress code:

- No jewelry with the exception of a watch with a second hand and a solid metal wedding band
- Hair must be a 'natural' color, pulled back, up and off the collar, and clean for both men and women
- Men must be clean shaven (see exceptions in the Nursing Student Handbook)
- Closed toe sturdy shoes with socks, no sandals or flip flops
- No body art or piercings should be showing with the exception of one small (1/4 inch or 4mm) set of post earrings to be worn in the earlobes.
- Head coverings are permitted for religious reasons or by physician note. Color must be white or black.

EMT and Paramedics students are required to wear a school sanctioned polo shirt and slacks that are dark blue or black. No denim jeans. Shoes/boots must be black, sturdy, and worn with black socks. A black belt is also part of the uniform.

Nursing students are required to wear navy blue scrubs embroidered with school name, logo, and name tag. Shoes must be white, sturdy, and worn with white socks. A white short or long-sleeved shirt may be worn under the scrub top.

No Smoking Policy

HCI College provides a non-smoking work and study environment. Those who wish to smoke during breaks must go outside do so. Under no circumstances may one smoke within 50 feet of any building entrance.

Violations of the Student Conduct Code and policies may result in, **reprimand, probation, suspension, or dismissal**, depending upon the seriousness of the violation. All violations will be handled according to the disciplinary procedures outlined in the school catalog.

Student Grievance/Complaint Policy

A grievance is a claim, a complaint, or an expression of concern made by a student regarding any aspect of his or her educational experience including misapplication of campus policies, rules, regulations, and procedures, or unfair treatment, such as coercion, reprisal, or intimidation by an instructor or other campus employee, including those on the ground and online. HCI College has a formal procedure to resolve complaints and concerns that students may have about the implementation of the policies and procedures that govern the institution. The institutional community benefits from prompt resolution of any issue that may arise. The student grievance/complaint procedure will be followed only in cases where there is not a grievance procedure governing a specific policy.

Students should initially discuss the grievance with their instructor or program director immediately. An appeal is the escalation of the complaint to a next level authority. If the appeal is about an academic decision such as a grade, please see the academic appeals process.

A student has the right to appeal all matters with respect to:

- 1. Disciplinary action taken for a violation of student conduct standards
- 2. Admissions decisions
- 3. Tuition and fee matters
- 4. Financial awards or policies, including satisfactory academic progress
- 5. Educational policies, procedures, and grading concerns

Concerns about academic matters should first be addressed through the academic appeals process; concerns about nonacademic matters should first be addressed directly with the head of the department or departments involved.

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 428 of 1026

Certain decisions may not be appealed. If a student is terminated for failing to meet standards of Satisfactory Academic Progress (SAP), including exceeding the maximum timeframe to complete the program, he or she is not entitled to appeal unless there is documented proof of mitigating circumstance such as a medical or disability condition that impacted their ability to study or participate in the program.

A student wishing to escalate their complaint should follow the steps listed below:

- 1. The first step in the process is to address and resolve the dispute with the person/instructor involved through discussion. A student with a grievance or complaint needs to raise their concerns as soon as possible.
- 2. If the dispute cannot be resolved within 72 hours the student is encouraged to make an appointment to discuss it with the Program Director.
- 3. If there are continuing concerns the student should submit them in writing to the Dean of Academics. The written complaint must be submitted within seven calendar days of the incident or notification of termination. *The grievance document should include a description of the disputed items, the date or dates when the issue arose, the reason why the student is grieving the decision, and the steps the student has taken to resolve the dispute to date. When submitting an appeal, the student should include as much factual evidence as possible, such as evidence of extenuating circumstances. If the grievance is ongoing the Dean of Academics will involve Campus President/Director.
- 4. The Dean of Academics and the Campus President/Director will oversee the gathering of additional data about the issue or incident as necessary.
- 5. If the dispute cannot be resolved, it will be referred to the Campus Appeals Committee. The student reserves the right to call in to the Committee meeting and present their complaint. The committee will consist of: the heads of the applicable departments, the Systems Registrar, the Director of FA, the Dean of Academics, or their designee. They will meet with the student if requested and/or otherwise assess and develop a resolution to the complaint. A response from the Campus Appeals Committee must be provided to the student within a reasonable time. All decisions by the Campus Appeals Committee will be provided in writing and delivered to the student via their email of record with acknowledgement of receipt required. ***All decisions made by the Campus Appeals Committee are final.
- 6. Under extraordinary circumstances the dispute may be unresolved by the Campus Appeals Committee, at this time the grievance will escalate to the Office of the President or students may address their concerns to the State Licensing Authority and/or the College's accrediting body. Students who reside out of state may contact any of the agencies listed below or the Campus President for information about agencies in their local area.

Student Complaint Right

ACCREDITING AGENCY - Accrediting Commission of Career Schools and Colleges (ACCSC)

Schools accredited by the Accrediting Commission of Career Schools and Colleges must have a procedure and operational plan for handling student complaints. If a student does not feel that the school has adequately addressed a complaint or concern, the student may consider contacting the Accrediting Commission. All complaints reviewed by the Commission must be in written form and should grant permission for the Commission to forward a copy of the complaint to the school for a response. This can be accomplished by filing the ACCSC Complaint Form. The complainant(s) will be kept informed as to the status of the complaint as well as the final resolution by the Commission.

Please direct all inquiries to:

Accrediting Commission of Career Schools & Colleges 2101 Wilson Boulevard, Suite 302 Arlington, VA 22201

(703) 247-4212 www.accsc.org

A copy of the ACCSC Complaint Form is available at the school and may be obtained at www.HCl.edu, by contacting the HCl College Campus President or online at www.accsc.org.

Committee on Accreditation of Educational Programs for the Emergency Medical Services Professions (CoAEMSP) Accreditation

8301 Lakeview Parkway Suite 111-312 Rowlett, TX 75088 Telephone: (214) 703-8445

STATE LICENSING AUTHORITY – Commission for Independent Education

The U.S. Department of Education requires we provide you with contacts with the Florida Commission for Independent Education (CIE) whom you may contact in case you have an issue. We also remind and encourage students to attempt to resolve complaints with the institute itself. Applicable HCI College policies describing HCI College's

Student Grievance Procedure and student complaint procedure can be found in the HCI College's Catalog. Students wishing to refer matters to the CIE may contact that agency by letter to:

Commission for Independent Education 325 W. Gaines Street, Suite 1414 Tallahassee, FL. 32399-0400 Email to: cieinfo@fldoe.org www.fldoe.org/policy/cie

Additional information is available at: http://www.fldoe.org/policy/cie/file-a-complaint.stml.Schools licensed by the Commission for Independent Education.

Confidential Hotline

HCI College has contracted with Lighthouse Services, a third party, to provide a confidential hotline where students are welcome to offer comments, suggestions, and report an issue. Lighthouse can be reached at 844-510-0068 or at <u>www.lighthouse-services.com/hci</u>. There are posters with the contact information throughout the campus.

School Bulletin Board

Please check the school bulletin board located in the entrance hallway at the West Palm Beach campus and in the student lounge at the Fort Lauderdale campus on a regular basis for official announcements, updates, and job opportunities.

Student Services Overview

HCI College strives to create a professional working environment so that students become comfortable and familiar with the modern workplace. At the same time, the school has created common spaces where students, faculty, and staff can relax and converse. A great deal of the value of a HCI College education is in the network of supportive relationships one develops while in school and maintains afterward.

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 430 of 1026

Student Advising

HCI College strives to provide a welcoming supportive environment for both current and potential students paying close attention to individual needs. HCI College is concerned with assisting students in integrating the myriad and varied schedule(s) required by our programs with the many aspects of their lives while supporting personal growth and development. Services include but are not limited to: academic advisement, referral to various community agencies, and academic tutoring for students who need further assistance to ensure satisfactory progress through the program(s). HCI College will always endeavor to provide assistance to any and all students including those students requiring special attention. Academic advising and tutoring is coordinated by the program instructor. The program instructors/directors serve as advisors and assist students to receive extra time in the course.

Tutoring Services

Tutoring services are available to promote student academic success. There are faculty and peer tutors to assist students with specific course content. There is ongoing tutoring available as noted on the white board in the nursing office. All other tutoring is by appointment coordinated through the Program Director.

HCI College provides online tutoring services for nursing and general education courses 24 hours a day 7 days a week through Tutor.com.

Enrollment Verification

Students may obtain a letter from the President verifying their enrollment. The request must be made in writing and must include the student's name, address, phone number, student identification number, information to be released, the reason for the release, and the location to which the letter should be sent.

Transcript Requests

Students will be provided one official transcript of their grades upon completion of their program of study. Requests for transcripts are made to HCI College registrar. The Family Educational Rights and Privacy Act of 1974 requires that all transcript requests be submitted in writing and be signed by the former or current student. Official Transcript or Records request forms are available for download on our website: <u>www.HCI.edu/admissions/enroll-forms</u>. Telephone and or Fax requests for transcripts cannot be processed.

Placement and Career Services

The primary emphasis of placement assistance at HCI College is on the employability of our graduates and their success in the professional world. While no school can guarantee employment, and HCI College makes no guarantee of employment, HCI College strives to help each of its graduates in finding employment in their field of training. HCI College obtains and posts job listings from various sources, including: alumni referrals, employers who regularly seek out quality entry-level staff and our many community partners (Extern Sites, Chamber of Commerce, etc.)

Textbooks

Required textbooks are included in the program's tuition. A list of all required textbooks with detailed information can be obtained from the Dean of Academics.

Library and Educational Resources

HCI College provides curriculum support and educational resources housed in the library in Suite 204 at the West Palm Beach Campus and in Suite 235 at the Fort Lauderdale Campus. The library contains current text materials, diagnostic training documents, reference materials, major and current titles in program areas and reference

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 431 of 1026

databases. HCI College is a member of the Library Information Resources Network (LIRN), an online educational database that provides increased access to articles, journals as well as a myriad of reference sources. A professionally trained librarian is on staff to assist the students as well as the faculty and staff at HCI College. The Library is open Monday – Friday, 9:00am - 7:00 PM and/or during operational hours and by appointment.

Physical Facilities and Equipment

The main and Branch of West Palm Beach campus schools, the facilities they occupy, and the equipment they utilize, fully comply with all federal, state, and local ordinances and regulations, including those requirements as relates to fire, health and building safety. The HCI College main campus is located at 1764 North Congress Avenue in West Palm Beach, Florida 33409. The main school occupies approximately 11,273 square feet and is comprised of classroom facilities, administrative offices, a library, computer lab, laboratory, simulation rooms, staff and student lounges, and a conference room. HCI College has added additional space for offices. The institution will be occupying suite 101 which is approximately 3,338/RSF and suite 102 which is approximately 800/ RSF at 1760 North Congress Avenue, West Palm Beach, Florida 33409. The additional space is within the same compound as the current campus. It is approximately 100 feet

from the current campus to the additional space. The new space will house the Admissions, Financial Aid, and Registrars

departments. There will not be any academic programs held at this space.

The Fort Lauderdale Branch of West Palm Beach is located at 1201 W. Cypress Creek Road, Fort Lauderdale, FL 33309. The branch campus occupies approximately 20,000 square feet and is comprised of classrooms, administrative offices, a library, a student lounge, a staff and faculty lounge, laboratories, and a simulation room to house the Nursing, Paramedic, and EMT programs. The student capacity of the class/lecture rooms range up to 50 students. The Laboratories will accommodate up to 25 students. The classrooms and laboratories are outfitted with updated equipment to meet all training needs. Student restroom area is conveniently located on campus. Both campuses offer ample (free) parking available in close proximity to the classrooms. Although the schools do not provide housing, transportation, or childcare for students, faculty, or staff, there are lodging options close to the facilities and public transit bus lines run nearby. HCI College will always endeavor to provide assistance to any and all students including those students requiring any special attention.

Academic Calendar

HCI College operates on a year-round calendar system divided into three semesters per year (January, May and September). Each program is divided into consecutive weekly sessions within those semesters. HCI College is closed in observance of the following holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Day after Thanksgiving, and Christmas. A complete 2019 – 2024 Academic Calendar is located at the back of the Catalog which is found online at www.HCI.edu.

HCI College defines an academic year as attempting a minimum of 24 credit hours/30 weeks. Each semester is 15 weeks in length.

Homework and Make-Up Work

Students will be allowed, at the discretion of the Program Director, to make up work for course work missed. Students must have all make-up work complete before they are released on externship. Students should plan on about an hour of homework per week per credit unit. In other words, for a typical three-credit course, there will be at least three hours of homework per week. Therefore, a full-time student for EMT can regularly expect 12-15 hours of homework per week and the same for paramedic that extends into three semesters. While having a computer is strongly recommended, it is not an absolute requirement for completing one's program. Students are welcome to

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 432 of 1026

use computers available on campus in the computer lab to do homework. Consult the current schedule for evening and study hours. Please see Student Services for Library hours as well as information about local public libraries.

Clock/Credit Hour Description

A semester credit hour is defined as an amount of work represented in intended learning outcomes and verified by evidence of student achievement for academic activities as established by the institution, comprised of the following units: didactic learning environment; supervised laboratory setting of instruction; externship; and out-of-class work/preparation. The following are the measures of these units for establishing credit hour awards:

- Fifteen (15) clock hours in a didactic learning¹ environment = One (1) semester credit hour
- Thirty (30) clock hours in a supervised laboratory setting of instruction² = One (1) semester credit hour
- Forty-Five (45) clock hours of externship = One (1) semester credit hour
- Two (2) clock hours of out-of-class work and/or preparation⁴ for the didactic learning environment or supervised laboratory setting of instruction that are designed to measure the student's achieved competency relative to the required subject matter objectives for every fifteen (15) clock hours.
- Every clock hour consists of 50 minutes of instruction followed by a 10-minute break.

¹A **didactic learning environment** is one that is led by a qualified faculty member for the intention of teaching and learning and can be in a classroom or laboratory setting of instruction.

²A **supervised laboratory setting of instruction** is one where students engage in discussion and/or the practical application of information presented in the didactic portion of the program or discovered through out-of-class work/preparation (e.g., practical application settings, clinical settings, etc.) under the supervision of a qualified school faculty member.

³An **externship** is a component of a program that meets the Commission's externship standards and is offered in a bona fide occupational setting for which training, and education are provided; the externship component may occur throughout the course of a program or as a capstone requirement.

The objectives and goals of an externship are to allow students

to apply practically the knowledge and skills taught in didactic and laboratory settings of instruction.

⁴**Out-of-class work/preparation** is that which students engage in to prepare for the didactic learning environment or supervised laboratory setting of instruction and must be articulated through a course syllabus. An institution must be able to justify the number of hours estimated for that outside-of-class work. The student's work outside of class must be consistent with course educational goals and objectives; documented, assessed/graded; and serve as an integral part of the structured, sequenced educational program as described in the syllabus.

Diploma Programs

Emergency Medical Technician & Paramedic

(Offered at West Palm Beach and Fort Lauderdale locations)

HCI College currently offers the following non-degree/diploma programs:

- Emergency Medical Technician (EMT)
- Paramedic

The Diploma of Completion indicates that the student has achieved the competencies and acquired the skills designated in the National Education Standards which prepares the student to sit for state and/ or national certification. The student must obtain state and/or national certification prior to employment.

Instructional Modes for All Programs

Lecture Hours:Classroom instructional hours.Lab Hours:Applied professional projects and procedures under the supervision of an instructor.

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 433 of 1026

Externships: Practical professional experience in the public safety agencies with a local EMS Provider and supervised by a preceptor, practical professional experience in the local area hospital supervised by a clinical instructor.

Testing

Weekly and daily tests are given to evaluate student progress in the classroom. The midterm, end term, and final exams are cumulative and must be passed with applicable minimum grades. There is only one make-up exam for any test or exam given. Failure to pass the make-up will result in the student being withdrawn for unsatisfactory progress.

Psychomotor/Skills

Students must show competency in all required skills. Pass/Fail criteria for the Final Practical Skills Evaluation Exam are as follows:

- Fail up to three stations retake the station with a different evaluator.
- Fail any station on a retake meet with Program Director for direction.
- Fail two or more stations on the second attempt meet with Program Director for direction.
- A final scenario is also presented at the end of the course that the student must successfully negotiate. This scenario is graded on a pass/fail basis.

Affective Learning

The student will be evaluated on skill competency, professionalism as well as conscientiousness and interest in learning both in the classroom and in the field.

Written Exams

Exams are given to evaluate the student's progress in the program. The midterm and final exams are cumulative and must be passed with a minimum score of 80% for the EMT and 80% for the Paramedic program.

General Rules Regarding Exams in EMS Programs

Passing grade for the EMT program is 80%.

 If the student does not achieve at least an 80% percent average after completing the mid-term exam, the student will be academically withdrawn.

Passing grade for Paramedic program is 80%.

 If the student does not achieve at least an 80% percent average after completing the mid-term exam, the student will be academically withdrawn.

All students must take all exams on the date it is scheduled. If a student misses an exam without an excused absence from the Program Director, the student can only receive a maximum score of 80% on the make-up exam for EMT and Paramedic.

Graduation Requirements for EMS Programs

The final decision as to whether the student passes is determined by and is at the sole discretion of the Medical Director and or EMS Director. The determination is based on an overall assessment of the students' performance including but not limited to overall grade average, clinical performance evaluation, attitude, general performance, knowledge of clinical areas of study, and judgment exhibited by the student throughout the course. It must be

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 434 of 1026

stressed that grade point average is not the sole determinant of successful completion of the program. Upon verification that all graduation requirements are met, the graduate will receive the diploma within 14 days of course completion.

*Most Clinical Sites are within 50 miles of the school; however, there are some site(s) located up to 100 miles from the school. All travel arrangements are the responsibility of the student.

Emergency Medical Technician (EMT) Program Description

(Offered at West Palm Beach and Fort Lauderdale locations)

12 semester credits: approximately 300 clock hours, 1 semester, 4 months

(

The Emergency Medical Technician Program (EMT) is designed to prepare the student for a career in Emergency Medicine and in preparation to meet educational level competencies according to the most current National EMS Education Standards. The EMT performs basic life-supporting skills including: patient assessment, opening airways, restoring breathing, controlling blood loss, treating victims of shock, immobilizing fractures, bandaging wounds, childbirth assistance, caring for heart attack patients, poison and burn victims, and transportation of patients. Upon graduation the student will be eligible to sit for the National Registry Emergency Medical Technician (NREMT) exam. This entry-level program consists of lectures, labs, clinical rotations and field ride times. The EMT program follows the most current National Emergency Medical Services Education Standards from the U.S. Department of Transportation. It is also in compliance with the State of Florida Statute 401 and the F.A.C. 64J of the Florida Department of Health Bureau of EMS. The student will be expected to satisfactorily complete all skills necessary for the individual to provide emergency medical care at a basic life support level with an ambulance service, pre-hospital provider and or other specialized service becoming a vital link in the health care team chain. Upon successful completion of the program a diploma is granted. This is a pre-requisite for Paramedic. *300 clock hours, 12 college credit hours.*

EMT Program - Admissions Requirements

Registration is considered complete only when the following requirements have been met and the date of such has been indicated on the application.

• The student must meet all HCI College entrance requirements for the EMT Diploma Program.

In Months	4	Theory	150
In Semesters	1	Labs	56
		Externship *	94
		HIV	Included in lab
		TOTAL CLOCK HOURS:	300
		*Ride Time 70 hours	
		*Hospital 24 hours	

EMT Program - Clock Hour Breakdown

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 435 of 1026

EMT Program - Tuition Breakdown

The College's tuition charges for its EMT program is presented below. A set of required materials, textbooks, and uniforms are provided at no additional cost.

Tuition and Application Fee	
Tuition	\$ 4,700
Application Fee	\$ 150
Total Program Cost	\$ 4,850

EMT Program - Goals and Objectives

The goal of HCI College's EMT Program is to produce competent, entry-level Emergency Medical Technicians to serve in career positions in the state of Florida. In accordance with the 1994 EMT Department of Transportation (DOT) National Curriculum, this goal will be accomplished through the following objectives:

- To develop in the student an understanding of the Emergency Medical System, including, but not limited to the roles and responsibilities of the EMT.
- To prepare the EMT to provide quality care, to function competently and effectively in a pre-hospital system as an EMT.
- The graduate EMT will be able to demonstrate basic life support skills and the knowledge to utilize those skills in patient encounters.
- To prepare the EMT student to take the Florida State EMT certification exam.
- To make clear and assist the graduate EMT in the recognition of their need for continuing education.
- *Most Clinical Sites are within 50 miles of the school, however, there are some site(s) located up to 100 miles from the school. All travel arrangements are the responsibility of the student.

EMT Program - Course Descriptions

EMS 1119C EMT Lecture/Lab Combined

This course is designed to introduce the student to Emergency Medical Care through classroom lecture and practical application in a laboratory setting. This includes familiarization with the human body, vital signs, and the importance of patient history, AIDS, Blood Bourne Pathogens, CPR, use of ventilation, oxygen therapy, and patient situational control as well as examination and assessment of the patient. Also discussed is appropriate medication administration for the EMT, bleeding, shock, soft tissue injuries and their care. *150 Lecture Clock Hours; 56 Lab Clock Hours; 10 credits*

EMS 1431 EMT Hospital/Field Combined

This is the clinical portion of the course. It allows students to correlate the information obtained in the lecture and laboratory portion with patient care. It offers students the opportunity to demonstrate competency in the skills learned in the laboratory. Students will be assigned to specific EMS providers and hospitals to complete a required number of hours of field/clinical time.

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 436 of 1026

The student will be under the direct supervision of paramedic preceptors, nurses, and physicians. *94 Clock Hours; 2 credits*

Paramedic Program Description (Offered at West Palm Beach and Fort Lauderdale locations)

12 Months

45 Credits

The paramedic program prepares the graduate to function in a pre-hospital setting at an advanced level and to be able to demonstrate this advanced knowledge in patient assessments, administration of medications, EKG monitoring, and advanced resuscitation procedures. The program consists of lectures, labs, hospital and ride times in accordance with the latest National EMS Standards. The Paramedic Program will prepare the student to take the Florida State Paramedic exam. Upon successful completion of the program a Diploma is granted. This may be applied as credit earned to an A.S. in EMS.

Paramedic Program - Admissions Requirements

Registration is considered complete only when the following requirements have been met and the date of such has been indicated on the application.

• The student must meet all HCI College entrance requirements for the Paramedic Program.

Paramedic Program - Clock Hours Breakdown

In Months	12	Theory	422
In Semesters	3	Labs	150
		Externship *	540
		HIV	Included in Lab
		TOTAL CLOCK HOURS:	1,112
		*ride time – 340 hours	
		*hospital time – 200 hours	

Paramedic Program - Tuition Breakdown

The College's tuition charges for Paramedic program is presented below. A set of required materials, textbooks, and uniforms are provided at no additional cost.

Tuition and Application Fee	
Tuition	\$ 9,900
Application Fee	\$ 150
Total Program Cost	\$ 10,050

Per Credit Hour:	\$220.00
Total Credits:	45

PRICE PER SEMESTER

SEMESTER I Tuition\$3,300

SEMESTER II

Tuition\$3,300

SEMESTER III

Tuition\$3,300

Total Paramedic Program Tuition: \$9,900

Paramedic Program - Goals and Objectives

The goal of HCI College's Paramedic Program is to produce competent, paramedics to serve in career positions in the state of Florida. In accordance with the most current National EMS Education Standards this goal will be accomplished through the following objectives:

- To prepare the student to demonstrate the cognitive ability to comprehend, apply, and evaluate the clinical information relative to their role as an entry-level Paramedic.
- To prepare the student to demonstrate technical and entry-level proficiency in all psychomotor skills necessary to fulfill the role of Paramedic.
- To assure that the student will, as a Paramedic, demonstrate affective personal behaviors consistent with professional demeanor.
- To prepare the student to manage a team of rescuers, to supervise and perform assessment of the scene and patient, and to apply current patient care protocols given a pre-hospital emergency scenario.
- To assure that the student will contribute in a positive manner to the learning environment, will be an active participant in the teaching and learning process, and will seek learning opportunities outside of the classroom.
- To prepare the student to demonstrate clinical competence while assigned patient care responsibilities.
- To familiarize the student with the hospital environment. This includes but is not limited to: policies, practices, equipment, and skills as they relate directly and/or indirectly to the Paramedic in the field.

Paramedic Program - Course Descriptions

LECTURE & LAB COURSES EMS 2620C – Paramedic I (Semester I - Lecture Lab Combined)

This course presents the objectives contained in Modules I, and II of the most current National EMS Education Standards the Paramedic. This course stresses theory and procedures used by a comprehensive emergency medical system in advanced pre-hospital care of the emergency patient. Topics studied include: role and responsibilities, medical legal issues, well-being of the paramedic, illness and injury prevention, ethics, medical terminology review, patient assessment, air-way management, venous access, medication administration, therapeutic communications, life span development, pathophysiology, management of shock and general pharmacology. This course must be completed with a grade of B (80% grade average) or better to continue in the Paramedic program. 142 Lecture Clock Hours; 50 Lab Clock Hours; 11 credits per semester.

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 438 of 1026

EMS 2621C – Paramedic II (Semester II - Lecture Lab Combined)

The course presents the objectives contained in Modules III, and IV, of the most current National EMS Education Standards Paramedic. This course stresses theory and procedures used by a comprehensive emergency medical system in advanced pre-hospital care of the emergency patient. Topics studied include the following medical emergencies: cardiology, pulmonary, neurology, endocrinology, allergies, gastroenterology, renal, toxicology, hematology, environmental conditions, communicable diseases, gynecology, obstetrics, and psychiatric emergencies. The following trauma emergencies include: burns, spinal, thoracic, abdominal, musculoskeletal, head, facial, soft tissue, hemorrhage and shock. Course must be completed with a grade of B (80% grade average) or better to continue in the Paramedic program. *140 Lecture Clock Hours; 50 Lab Clock Hours; 11 credits per semester.*

EMS 2622C – Paramedic III (Semester III - Lecture Lab Combined)

The course presents the objectives contained in Modules VI, VII, & VIII of the most current National EMS Education Standards for Paramedic. This course stresses theory and procedures used by a comprehensive EMS System in the care of the emergency patient. Topics studied include the following: neonatology, pediatrics, geriatrics, abuse and assault, patients with special challenges, acute interventions for the chronic care patient, assessment-based management, ambulance operations, medical incident command, rescue awareness and operations, hazardous materials incidents, and crime scene awareness. *140 Lecture Clock Hours; 50 Lab Clock Hours; 11 credits per semester*.

HOSPITAL/FIELD COMBINATION COURSES

EMS 2664L - Paramedic I Hospital/Field Combination (Semester I) EMS 2665L - Paramedic II Hospital/Field Combination (Semester II) EMS 2668L - Paramedic III Hospital/Field Combination (Semester III)

These courses present the objectives contained in Modules I through VII of the most current National EMS Education Standards for the Paramedic. These courses allow students to correlate all of the didactic background in the paramedic course with advanced patient care and offer the students opportunities to demonstrate competency in the skills learned. Students will be assigned to specific EMS Providers and hospitals to complete required number of hours of field/clinical time. Students will perform various emergency medical modalities and procedures under direct supervision of paramedic preceptors, nurses and physicians. The courses are completed on a Pass/Fail basis and must be passed to continue in the Paramedic program. Students are not considered as graduates or will be issued any graduation credential until all requirements of the program including externships and required paperwork are complete. *180 Externship Clock Hours; 4 credits per semester for each externship course*.

Paramedic Program - Graduation Requirements

The Paramedic student must complete the following to be considered for graduation; these requirements must be met prior to sitting for the final exam:

- Complete all classes, labs and clinical hours as stated above.
- Complete all skills evaluations; and complete certification in ACLS, PALS, and ITLS or PHTLS.
- Pass each module exam, comprehensive mid-term and cumulative final with minimum of 80%. *
- Demonstrate competencies in required critical tasks including passing a comprehensive final scenario.
- All required paperwork has been turned in and checked by EMS program Director, including the required number of patient contact reports. *This stipulation must be met each semester as well as prior to the Cumulative Final.*
- Receive final approval (release) from the EMS Program Director and the Medical Director before registering for the State of Florida Certification.

*Most Clinical Sites are within 50 miles of the school, however, there are some site(s) located up to 100 miles from the school. All travel arrangements are the responsibility of the student.

*The Paramedic Program computes the cumulative grade as follows:

Tests	35%
Quizzes	10%
Midterm	25%
Final	25%
<u>MyBrady</u>	<u>5%</u>
Total	100%

Associate of Science Degree in Emergency Medical Services

(Offered at West Palm Beach location) 24 Months 60 Credits

A.S. EMS Program Description

The Associates of Science Degree in Emergency Medical Services prepares individuals who are seeking career advancement and increased employment opportunities in the field of Emergency Medical Services. The combination of the EMT-Paramedic curriculum and the general education courses offered by HCI College will enable the student to obtain an Associate of Science Degree in Emergency Medical Services.

A.S. EMS Program - Admissions Requirements

Registration is considered complete only when the following requirements have been met and the date of such has been indicated on the application.

• The student must meet all HCI College entrance requirements for the A.S EMS Program.

A.S. EMS Program - Goals and Objectives

The goal of HCI College's Associate in Science in Emergency Medical Services is to prepare the student with the knowledge, skills and competencies needed to advance their career in the field of health and public safety, and to develop and promote these competencies so as to serve in new and advanced career positions in Emergency Medical Services in the State of Florida. These career advancements aim to enable graduates to collaborate and consult with agencies and other organizations that are committed to the community.

- The student will demonstrate the cognitive ability to comprehend, apply, and evaluate the clinical information relative to their role in EMS.
- The student will demonstrate technical proficiency in all psychomotor skills necessary to fulfill their role in EMS.
- The student will demonstrate affective personal behaviors consistent with professional demeanor.
- The student will demonstrate the ability to manage a team of rescuers, to supervise and perform assessment of the scene and patient, and to apply current patient care protocols given a pre-hospital emergency scenario.
- The student will be familiar with the hospital environment including but not limited to policies, practices, equipment, and skills as they relate directly and or indirectly to the field.

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 440 of 1026

A.S. EMS Program - Course Listing

REQUIRED/CORE COURSES	. 45 Credits
EMS 2620C Lecture Lab Combined Semester I	
EMS 2621C Lecture Lab Combined Semester II	
EMS 2622C Lecture Lab Combined Semester III	
EMS 2664L Hospital\Field Combination Semester I	
EMS 2665L Hospital\Field Combination Semester II	
EMS 2668L Hospital Field Combination Semester III	
GENERAL EDUCATION COURSES – EMS 15 Credits	
ENC1101English Composition I – 3 credits	
ENC1102English Composition II or SPC 2608 Communications – 3 credits	

MGF1106.....Liberal Arts Mathematics or MTA 1030 Intermediate Algebra – 3 credits

PSY2012.....Introduction to Psychology – 3 credits

AMH2010.....History of the USA: A Survey to 1877 - 3 credits

OR Any Course That Meets College Level Transferability or Program Requirements as Approved by HCI College. At least two general education courses must be taken at HCI College if the student completed the Paramedic program at HCI College.

Total: 60 Credits

Note: if transferring in a qualified Paramedic Program (45 credits), the student must complete 15 credits of General Education Courses through HCI College in order to be issued the AS in EMS degree.

EMS (EMT and Paramedic) Program Curriculum and Course Descriptions

EMT Course Descriptions

EMS 1119C EMT Lecture/Lab Combined

This course is designed to introduce the student to Emergency Medical Care through classroom lecture and practical application in a laboratory setting. This includes familiarization with the human body, vital signs, and the importance of patient history, AIDS, Blood Bourne Pathogens, and CPR, use of ventilation and oxygen therapy and patient situational control as well as examination and assessment of the patient. Also discussed is appropriate medication administration for the EMT as well as bleeding, shock, soft tissue injuries and their care. *150 Lecture Clock Hours; 50 Lab Clock Hours; 10 credits*

EMS 1431 EMT Hospital/Field Combined

This is the clinical portion of the course. It allows students to correlate the information obtained in the lecture and laboratory portion with patient care. It offers students the opportunity to demonstrate competency in the skills learned in the laboratory. Students will be assigned to specific EMS providers and hospitals to complete a required number of hours of field/clinical time.

The student will be under the direct supervision of paramedic preceptors, nurses, and physicians. 50 Clock Hours; 2 credits

Paramedic Course Descriptions

Lecture Lab Combined EMS 2620C – Semester I

This course presents the objectives contained in Modules I, and II of the most current National EMS Education Standards the Paramedic. This course stresses theory and procedures used by a comprehensive emergency medical

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 441 of 1026

system in advanced pre-hospital care of the emergency patient. Topics studied include: role and responsibilities, medical legal issues, well-being of the paramedic, illness and injury prevention, ethics, medical terminology review, patient assessment, air-way management, venous access, medication administration, therapeutic communications, life span development, pathophysiology, management of shock and general pharmacology. This course must be completed with a grade of B (80% grade average) or better to continue in the Paramedic program. *142 Lecture Clock Hours; 50 Lab Clock Hours; 11 credits per semester. Prerequisites: EMS 1119c, EMS 1431*

Lecture Lab Combined EMS 2621C – Semester II

The course presents the objectives contained in Modules III, and IV, of the most current National EMS Education Standards Paramedic. This course stresses theory and procedures used by a comprehensive emergency medical system in advanced pre-hospital care of the emergency patient. Topics studied include the following medical emergencies: cardiology, pulmonary, neurology, endocrinology, allergies, gastroenterology, renal, toxicology, hematology, environmental conditions, communicable diseases, gynecology, obstetrics, and psychiatric emergencies. The following trauma emergencies include: burns, spinal, thoracic, abdominal, musculoskeletal, head, facial, soft tissue, hemorrhage and shock. Course must be completed with a grade of B (80% grade average) or better to continue in the Paramedic program.

140 Lecture Clock Hours; 50 Lab Clock Hours; 11 credits per semester. Prerequisites: EMS 1119c, EMS 1431

Lecture Lab Combined EMS 2622C – Semester III

The course presents the objectives contained in Modules VI, VII, & VIII of the most current National EMS Education Standards for Paramedic. This course stresses theory and procedures used by a comprehensive EMS System in the care of the emergency patient. Topics studied include the following: neonatology, pediatrics, geriatrics, abuse and assault, patients with special challenges, acute interventions for the chronic care patient, assessment-based management, ambulance operations, medical incident command, rescue awareness and operations, hazardous materials incidents, and crime scene awareness. *140 Lecture Clock Hours; 50 Lab Clock Hours; 11 credits per semester. Prerequisites: EMS 1119c, EMS 1431*

HOSPITAL/FIELD COMBINATION

EMS 2664L - Semester I EMS 2665L - Semester II EMS 2668L - Semester III

These courses present the objectives contained in Modules I through VII of the most current National EMS Education Standards for the Paramedic. These courses allow students to correlate all of the didactic background in the paramedic course with advanced patient care and offer the students opportunities to demonstrate competency in the skills learned. Students will be assigned to specific EMS Providers and hospitals to complete required number of hours of field/clinical time. Students will perform various emergency medical modalities and procedures under direct supervision of paramedic preceptors, nurses and physicians. The courses are completed on a Pass/Fail basis and must be passed to continue in the Paramedic program. Students are not considered as graduates or will be issued any graduation credential until all requirements of the program including externships and required paperwork are complete.

180 Externship Clock Hours; 4 credits per semester for each externship course. Prerequisites: EMS 1119c, EMS 1431

General Education Course Descriptions

ENC 1101 English Composition I......3 credits

Writing skills are enhanced by good reading skills. This course is designed to develop and enhance clear, effective written communication skills utilizing various rhetorical methods.

HCI COLLEGE STUDENT CATALOG 2020 - VOLUME III | 1/27

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 442 of 1026

PSY 2012 General Psychology3 credits

This course will introduce the student to the description and understanding of analysis of human behavior through the study of individuals, and their interaction, in the social and physical environments.

ENC 1102 English Composition II.....**3 credits** As a continuation of English Composition I this course is designed with an emphasis on the development of a more in depth analytical and argumentative writing style. Readings are employed as a basis for these writings emphasizing literature & research.

CGS 1100 Microcomputer Applications.....**3 credits** To be comfortable with computers and their technology, the student will in this course have hands on experience with word processing, electronic spreadsheets, Power Point, and database management software. Also included in the course is a brief overview of microcomputer concepts. All applications software utilized will be windows-based.

A.S. EMS Program - Graduation Requirements

The final decision as to whether the student passes is determined by and is at the sole discretion of the Medical or EMS Director. The determination is based on an overall assessment of the students' performance including but not limited to overall grade average clinical performance evaluation, attitude, general performance, knowledge of clinical areas of study, and judgment exhibited by the student throughout each course. It must be stressed that grade point average is not the sole determinant of the granting of a degree. In addition, successful completion of all General Education requirements; each class must be passed with a grade of 'C' or higher and have current Paramedic license in the State of Florida. (See page 14)

A.S. EMS Program - Tuition & Fees

The College's tuition charges for the A.S. EMS program is presented below. A set of required materials, textbooks and uniforms are provided at no additional cost.

Tuition and Application Fee	
Tuition	\$ 19,575
Application Fee	\$ 150
Total Program Cost \$ 19,725	

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 443 of 1026

Associate of Science Degree in Fire Science

(Offered at West Palm Beach location)

60 Credit Hours

24 Months

A.S. Fire Science Program Description

The Fire Science Program is offered for Certified Fire Fighters who are seeking career advancement. This program will provide the training and courses required for certification as Fire Officer I, Fire Officer II, and Fire Inspector and will prepare the graduate for career advancement in a variety of technical and supervisory positions within the fire service. All fire science courses are approved by the Florida State Fire College. Prospective students are encouraged to consult with the Academic Advisor prior to enrolling as there are special requirements. These courses in conjunction with general education classes and electives culminate to a potential AS in Fire Science will enable the firefighter to further their career as well as serve the community in a higher capacity. Upon successful completion of all requirements an Associates of Science in Fire Science is granted. Graduates with an Associates of Science degree now have a strong educational base on which to build.

A.S. Fire Science Program - Admissions Requirements

Registration is considered complete only when the following requirements have been met and the date of such has been indicated on the application.

The student must meet all HCI College entrance requirements for the A.S Fire Science Program.

ENROLLMENT IS ONGOING

The approximate length of study required to successfully complete requirements towards an Associate Degree is 24 months.

A.S. FIRE SCIENCE Program Goals and Objectives

The goal of HCI College's Associate in Science in Fire Science is to promote the foundation of leadership and administration skills required in the Fire Service, and to develop and promote these competencies to serve in new and advanced career positions in the Fire Service in the State of Florida. These career advancements aim to enable effective collaboration and consultation with agencies and other organizations that are committed to the community. The student will:

- Have knowledge of hazards and related safety practices applicable to fire science technology.
- Successfully perform tasks related to fire protection, prevention, and administration.
- Demonstrate an understanding of personal and work characteristics that promote effective job performance.
- Use mathematical data and reasoning skills as they relate to the fire service.

A.S. Fire SCIENCE Program - Graduation Requirements

The A.S. in FS Student must successfully complete all requirements of the program, with a grade of "C" or higher, of each of the following:

- 36 required/core course credits
- 15 General Education requirement credits
- 9 Elective credits

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 444 of 1026

A.S. FIRE SCIENCE Program - Tuition & Fees

Application Fee	\$150
Fire Science Classes	\$11,970 (\$798.00 per class)
General Education Classes	. \$ <u>9,675 (</u> 1,935.00 per class)
Total Program Cost	\$ 21,645

A.S. FIRE SCIENCE Program - Course Listing

REQUIRED/CORE COL	JRSES	36 Credits
FFP 1505	. Fire Prevention Practices	
FFP 1540	. Private Fire Protection Systems I	
FFP 1740	. Fire Service Course Delivery	
FFP 2120	. Building Construction For The Fire Service	
FFP 2720	. Company Officer	
FFP 1510	. Fire Codes & Standards	
FFP 1810	. Fire Fighting Tactics & Strategy I	
FFP 2811	. Fire Fighting Tactics & Strategy II	
FFP 2610	. Fire Investigation Origin & Cause	
FFP 2521	. Construction Documents & Plans Review	
FFP 2741	. Fire Service Course Design	
CGS 1100	. Microcomputer Applications	

ENC	1101	.English Composition I	
ENC	1102	English Composition II	
MGF	1106	Liberal Arts Mathematics	
PSY	2012	General Psychology	
AMH	2010	History of the USA: A Survey to 1877	
OR	Any Course That M	leets College Level Transferability & Program Requirements	
ELEC	TIVES		Credits

Choose three (3) of the following:

Offered at HCI College FFP 2780 Fire Department Administration FFP 1301 Fire Hydraulics FFP 1302 Fire Apparatus & Equipment

OR Any Fire Science Course That Meets College Level Transferability & Program Requirements as indicated below (Not offered at HCI College)

FFP	1824	I-200 Basic ICS (1.5 credits)
FFP	1825	I-300 Intermediate ICS (1.5 credits)
FFP	1832	Emergency Response to Terrorism (1.0 credit)
FFP	2700	Ethical & Legal Issues For the Fire Service
FFP	2111	Fire Chemistry

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 445 of 1026

- FFP 2604 Fire Investigation & Arson
- FFP 2401 Hazardous Materials I (For Emergency Operations)
- FFP 2402 Hazardous Materials II
- FFP 2423 Hazardous Materials III
- FFP 2630 Latent Investigation
- FFP 2541.....Private Fire Protection Systems II
- FFP 2706 Public Information Officer

TOTAL: 60 Credits

Fire Science Program - Course Descriptions

FFP 1301 Fire Hydraulics......3 credits

This course presents an overview of fire characteristics and covers the relationship between flow and pressure and & mathematical hydraulic formulas. The course content includes: velocity and discharge, nozzle and engine pressure and loss thereof, pump theory, pump rating and pressure and vacuum gauges. **Prerequisite for:** FFP1302 (*Part of Pump Operator*)

FFP 1302 Fire Apparatus and Equipment......3 credits

This course covers the laws, rules, and driving techniques for emergency vehicles. A review of fire service hydraulics, fire ground evolutions, and a driving course make up the practical portion of the course. The evolution portion includes the use of pre-connected lines tandem pumping, drafting, relays, and master streams. The student should possess a basic understanding of fire stream hydraulics prior to entering this course. **Prerequisite**: FFP1301 (*Part of Pump Operator*)

FFP 1505 Fire Prevention Practices3 credits

Fundamental information regarding the history and philosophy of fire prevention is provided in this course. Information including organization and operation of a fire prevention bureau, the use of fire codes, identification and correction of fire hazards, the relationships of fire prevention with built in fire protection systems, fire investigation, and fire life safety education make up this course. (*Part of Fire Inspector I, Fire Officer I, and Special Fire Safety Inspector*)

FFP 1540 Private Fire Protection Systems I3 credits

This course provides information relating to design features and the operation of fire alarm systems, special hazard, fire suppression systems, water supply for fire protection, and portable fire extinguishers. **Prerequisite for:** FFP2541 (*Part of Fire Inspector I, Fire Officer I, and Fire Investigator I*)

FFP 1740 Fire Service Course Delivery......3 credits

This course explores the methods and means of adult learning principles and the imparting of information therein. The course emphasizes techniques applicable in a myriad of teaching situations as well as measuring the effectiveness of the utilization of these techniques.

Prerequisite for: FFP2740 (Part of Fire Officer I, Fire Instructor I & II)

FFP 1510 Codes and Standards3 credits

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 446 of 1026

This course is designed to provide the student with a fundamental knowledge of the role of code enforcement in a comprehensive fire program and will familiarize the student with the five basic units of NFPA 101. (Part of Fire Inspector I, and Special Fire Safety Inspector)

FFP 1810 Fire Fighting Tactics & Strategy I**3 credits** This course provides an in-depth analysis of the principles of fire control through the utilization of personnel, equipment, and extinguishing agents on the fire ground. **Prerequisite for**: FFP2811 (*Part of Fire Officer I*)

The focus of the course is on firefighter safety. This course will provide information that relates to fire and life safety. Areas covered are the elements of construction and design of structures. These are key considerations when inspecting structures, planning operations, and operating at emergencies. (*Part of Fire Inspector I, Fire Investigator I, and Fire Officer I*)

This course provides for the application of fire codes and standards in developing an understanding of a buildings fire protection feature including the design of fire alarm systems, water-based fire suppression systems, water supply for fire protection and egress arrangements through evaluation of 2D drawings and schematics. (*Part of Fire Inspector I*)

FFP 2541 Private Fire Protection Systems II......**3 credits** This course concentrates on the study of private fire protection and detection systems, such as sprinkler and standpipe systems, chemical extinguishing systems and detection systems and devices. Each system is discussed as to its need, construction and preventive maintenance and individual use. **Prerequisite for:** FFP2541 (*Part of Fire Safety Inspector I, Fire Officer I, and Fire Investigator I*)

FFP 2610 Fire Investigation Origin & Cause3 credits

This course is designed to provide the student with the fundamental technical knowledge needed for proper fire scene interpretations, including recognizing and conducting origin and cause, preservation of evidence and documentation, scene security motives of the fire starter, and types of fire causes. (*Part of Fire Investigator I, Fire Inspector II, and Fire Officer II*)

FFP 2720 Company Officer.....3 credits

In this course the student is introduced to the organization and management of a fire department and the relationship of government agencies to the fire service. Emphasis is on fire service leadership from the company officer's perspective. (*Part of Fire Officer I*)

FFP 2741 Fire Service Course Design3 credits

This course provides the fire service instructor with the concepts, knowledge and skills necessary to design, schedule and implement fire service training curriculum. The instructor will develop the skills needed to locate resources, coordinate instructors, schedule classes and facilitate courses for a variety of groups within the private and public sectors in order to accomplish the fire service educational mission

FFP 2780 Fire Department Administration3 credits

This course presents the principles of management theory in its application to the fire service. It examines the organizational and leadership tools for fire service administrators including approaches to administration, planning and implementation, and community risk management.

HCI COLLEGE STUDENT CATALOG 2020 - VOLUME III | 1/27

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 447 of 1026

FFP 2811 Fire Fighting Tactics & Strategy II......3 credits

This course is designed with emphasis on company operations, logistics strategy and use of mutual aid and conflagration control. The course is intended for officers who may be in command of fires or other emergencies that involve coordination with large numbers of staff and or equipment. **Prerequisite:** FFP1810 (*Part of Fire Officer I*)

General Education Course Descriptions

ENC 1101 English Composition I......3 credits Writing skills are enhanced by good reading skills. This course is designed to develop and enhance clear, effective written communication skills utilizing various rhetorical methods.

PSY 2012 General Psychology**3 credits** This course will introduce the student to the description and understanding of analysis of human behavior through the study of individuals, and their interaction, in the social and physical environments.

ENC 1102 English Composition II......3 credits

As a continuation of English Composition I this course is designed with an emphasis on the development of a more in depth analytical and argumentative writing style. Readings are employed as a basis for these writings emphasizing literature & research.

MGF 1106 Liberal Arts Mathematics3 credits

This course will give the student the ability to utilize mathematical and computational skills essential for success in a myriad of areas and everyday situations. It will give the student skills needed in probability and statistics sets, logic, and geometry.

AMH 2010 History of the USA: A Survey up to 1877......

Triumph and tragedy pervade the history of these United States. This course provides an interpretative overview of the economic, social, political and cultural forces up to 1870 that have made the United States what it is today.

CGS 1100 Microcomputer Applications......3 credits

To be comfortable with computers and their technology, the student will in this course have hands on experience with word processing, electronic spreadsheets, Power Point, and database management software. Also included in the course is a brief overview of microcomputer concepts. All applications software utilized will be windows-based.

Associate Degree in Nursing (ADN) (Offered at West Palm Beach and Fort Lauderdale locations) 72 Credit Hours approximately 20 Months

Nursing Program Description

This degree program focuses on: wellness of self and others; technical nursing skills across the life span in acute care facilities, long-term care facilities and the community environment; critical care concepts; and professional development. Upon graduation, the student is awarded an Associate Degree in Nursing (ADN) and is eligible to take

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 448 of 1026

the National Council Licensure Exam (NCLEX-RN) to become a registered nurse (RN) and subsequently seek employment in the field. The program is approved through the Florida State Board of Nursing.

The nursing program at HCI College is committed to providing the best education for students seeking an Associate Degree in Nursing. The program is designed to provide educational and clinical experiences leading to employment in beginning positions as registered nurses in hospitals or comparable facilities.

Associate of Science Degree in Nursing (ADN) - Admissions Requirements

Registration is considered complete only when the following requirements have been met and the date of such has been indicated on the application.

The student must meet all HCI College entrance requirements for the Associate Degree in Nursing.

Nursing Program - Goals and Objectives

After successful completion of the program, the student will obtain an Associate's Degree in Nursing, thereby allowing the student to take the National Council of State Boards of Nursing exam. Upon successful completion of this exam, the student will be awarded the Registered Nursing Licensure by the State of Florida. The end of program student learning outcomes for the Associate Nursing program are:

- 1. Utilize critical thinking, the nursing process, and evidence-based practice to deliver best practice for optimal patient outcomes.
- Provide quality, safe, evidence-based, patient-centered care through teamwork and collaboration. Use knowledge, skills, and attitude/emotional intelligence to assure coordination and continuity of care for patients across the lifecycle in a variety of healthcare settings from preventive- to end-of-life care. Understand the application of quality data and metrics as an opportunity to benchmark care delivery.
- 3. Integrate culturally competent decision making accomplished through communication, collaboration, and mutual respect for patients, significant others, and the interprofessional care management team.
- 4. Incorporate legal and ethical guidelines into practice and promote lifelong learning and professionalism through consensus building and conflict resolution
- 5. Use technology to reduce error, remain current, educate patients and nurses, communicate essential information and document care.

Nursing (ADN) Program - Tuition & Fees

The College's tuition charges for Nursing (ADN) program is presented below. A set of required materials and textbooks are provided at no additional cost. The only additional charge is the application fee of \$50.

Tuition and Applica	tion Fee
Tuition	\$50,010
Application Fee	\$50
Total Program Cost	\$50,060

Semester I - V Tuition & Fees

Se	emester	Course Number	Course Name	Credits	Tuition
		BSC2085C	Human Anatomy & Physiology I (MPC)	4	\$2,580
S	emester	ENC1101	English Composition I	3	\$1,935

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 449 of 1026

1	MGF1106	Liberal Arts Mathematics	3	\$1,935
	PSY2012	General Psychology	3	\$1,935
		Total for Semester One		\$8,385
	MCB2010C	Microbiology (MPC)	4	\$2,580
Semester	HUN1201	Elements of Nutrition	3	\$1,935
2		(MPC)		
	BSC2086	Human Anatomy & Physiology II	4	\$2,580
		(MPC)		
	DEP2004	Human Growth & Development (MPC)	3	\$1,935
	SPC2608	Speech	3	\$1,935
		Total for Semester Two		\$10,965
	NUR1023	Nursing I, Lecture	5	\$3,650
Semester	NUR1022L	Nursing I, Lab	2	\$1,460
3	NUR1023L	Nursing I, Clinical	3	\$2,190
	NUR2140	Introduction to Pharmacology for Nursing	3	\$2,190
		Total for Semester Three		\$9,490
	NUR1213	Nursing II, Lecture	7	\$5,110
	NUR1213L	Nursing II, Clinical	3	\$2,190
Semester	NUR2520	Psychiatric Nursing, Lecture	3	\$2,190
4	NUR2520L	Psychiatric Nursing, Clinical	1	\$730
		Total for Semester Four		\$10,220
Semester	NUR2261	Nursing III, Lecture	5	\$3,650
5	NUR2261L	Nursing III, Clinical	4	\$2,920
	NUR2943L	Nursing Capstone	6	\$4,380
		Total for Semester Five		\$10,950
		TOTAL	72	\$50,010

Nursing Program - Graduation Requirements

- General Education courses must be taken in their course sequencing and must be taken prior to the nursing courses. In some cases, the Vice President of Academic and Regulatory Affairs may make an exception.
- The Student must maintain a "B" grade in all nursing core courses and a "C" grade in general education courses for program continuation and graduation.
- The student must complete 100% of all required *clinical/simulation hours.
- Complete the proctored Specialty Exam for each semester as required with only two (2) attempts per semester permitted (a second attempt with remediation process completed and is at the sole cost of the student.
- Achieve a 95% predictability score on the ATI Comprehensive Predictor. If a student does not achieve a 95% predictability score, they will have one opportunity to retake the ATI Comprehensive Predictor after completing two weeks of prescribed remediation.
- Achieve "Green Light" status with Virtual ATI (VATI). Students must achieve "Green Light" status no later than 30 days from the last day of the term. Students who fail to achieve "Green Light" status within that timeframe will be dismissed from the nursing program. Students who are dismissed may be eligible to re-take the Capstone if they have not exhausted the course repeat policy. Any student who receives anomaly warnings from ATI based on the ATI Predictor test or during enrollment in Virtual ATI (VATI) must retake an ATI Predictor on campus and achieve a minimum of 95% as well as complete additional remediation as

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 450 of 1026

recommended by the Director of Nursing prior to release of the student name and transcript to the Florida Board of Nursing.

- The student must complete a minimum of 72 credit hours.
- Meet all financial obligations to the school.

Upon successful completion of the program and graduation requirements listed above:

• Graduated students may be qualified to sit for the National Council Licensing Exam (NCLEX-RN).

The Application Form and Application Fee in this packet should be submitted prior to submitting the Enrollment. All required documents must be submitted with enrollment agreement. Tuition and related fees are due **in full** at time of registration and acceptance of the enrollment agreement.

Nursing Program - Course Listing

Term	Course #	Course Name	Credits	Hours	Lecture	Lab	Clinical	Sim	Length
	BSC2085C	Human Anatomy & Physiology I	4	75	45	30	0	0	7W
1	ENC1101	English Composition I	3	45	45	0	0	0	7W
	MGF1106	Liberal Arts Mathematics	3	45	45	0	0	0	7W
	PSY2012	General Psychology	3	45	45	0	0	0	7W
	MCB2010C	Microbiology	4	75	45	30	0	0	7W
	HUN1201	Elements of Nutrition	3	45	45	0	0	0	7W
2	BSC2086C	Human Anatomy & Physiology II	4	75	45	30	0	0	7W
	DEP2004	Human Growth & Development	3	45	45	0	0	0	7W
	SPC2608	Speech or ENC 1102	3	45	45	0	0	0	7W
	NUR1023	Nursing I, Lecture	5	75	75	0	0	0	15W
3	NUR1022L	Nursing I, Lab	2	60	0	60	0	0	15W
	NUR1023L	Nursing I, Clinical	3	135	0	0	135	65	15W
	NUR2140	Introduction to Pharmacology for Nursing	3	45	45	0	0	0	15W
	NUR1213	Nursing II, Lecture	7	105	105	0	0	0	15W
	NUR1213L	Nursing II, Clinical	3	135	0	0	135	65	15W
4	NUR2520	Psychiatric Nursing, Lecture	3	45	45	0	0	0	15W
	NUR2520L	Psychiatric Nursing, Clinical	1	45	0	0	45	22	15W
	NUR2261	Nursing III, Lecture	5	75	75	0	0	0	15W
5	NUR2261L	Nursing III, Clinical	4	180	0	0	180	65	15W
	NUR2943L	Nursing Capstone	6	90	90	0	0	0	15W
		TOTAL	72	1485	840	150	495	217	

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 451 of 1026

Nursing Program - Course Descriptions

NUR1023 Nursing I, Lecture, 5 credits NUR1022L Nursing I, Lab, 2 credits NUR1023L Nursing I, Clinical, 3 credits

This course introduces the student to the integrated processes, client needs concepts, and quality and safety in nursing care. The student will demonstrate the understanding of fundamental knowledge, skills, and competencies in the safe and effective care of the client across the lifespan. **Prerequisites: BSC2085C, ENC1101, MGF1106, PSY2012, MCB2010C, HUN1201, BSC2086C, DEP2004, SPC2608.**

NUR2140 Introduction to Pharmacology for Nursing, Lecture, 3 credits

This course introduces the student to the pharmacological concepts and principles related to safe administration of pharmacological and parenteral agents. Students will develop an understanding of the mechanism of drug action, dosage calculation, and assessment of expected outcomes related to each major drug classification. **Prerequisites: BSC2085C, ENC1101, MGF1106, PSY2012, MCB2010C, HUN1201, BSC2086C, DEP2004, SPC2608.**

NUR1213 Nursing II, Lecture, 7 credits

NUR1213L, Nursing II, Clinical, 3 credits

This course prepares the student to provide and manage care of the client with acute and chronic medical-surgical health issues across the lifespan. In addition, the student will apply integrated processes, safe and effective care, health promotion and maintenance, psychosocial and physiological integrity, and risk reduction principals. **Prerequisites: BSC2085C, ENC1101, MGF1106, PSY2012, MCB2010C, HUN1201, BSC2086C, DEP2004, SPC2608, NUR1023, NUR1022L, NUR1023L, NUR2140.**

NUR2520 Psychiatric Nursing, Lecture 3 credits

NUR2520L Psychiatric Nursing, Clinical, 1 credit

This course prepares the student to support the emotional, mental, and social wellbeing of the client experiencing stressful events, as well as the client with acute and chronic mental illness. Prerequisites: BSC2085C, ENC1101, MGF1106, PSY2012, MCB2010C, HUN1201, BSC2086C, DEP2004, SPC2608, NUR1023, NUR1022L, NUR1023L, NUR2140.

NUR2261 Nursing III, Lecture, 5 credits

NUR2261L Nursing III, Clinical, 4 credits

This course is a continuation of Nursing II in preparing the student to provide and manage care of the client with acute and chronic medical-surgical health issues across the lifespan. The student will apply integrated processes, safe and effective care, health promotion and maintenance, psychosocial and physiological integrity, and risk reduction principals. Special populations such as obstetrics, newborn, and pediatrics will also be covered. **Prerequisites: BSC2085C, ENC1101, MGF1106, PSY2012, MCB2010C, HUN1201, BSC2086C, DEP2004, SPC2608, NUR1023, NUR1022L, NUR1023L, NUR2140, NUR1213, NUR1214L, NUR1213L, NUR2520, NUR2520L.**

NUR2943 Nursing Capstone, Lecture, 6 credits

This course requires the student to demonstrate competency in application and analyzing care of the client across the lifespan. The student will receive feedback and develop a custom remediation plan to improve knowledge, skills, and competencies prior to the final written and psychomotor performance assessment. **Prerequisites: BSC2085C, ENC1101, MGF1106, PSY2012, MCB2010C, HUN1201, BSC2086C, DEP2004, SPC2608, NUR1023, NUR1022L, NUR1023L, NUR2140, NUR1213, NUR1214L, NUR1213L, NUR2520, NUR2520L.**

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 452 of 1026

Note: Most Clinical Sites are within 50 miles of the school, however, there are some site(s) located up to 100 miles from the school. All travel arrangements are the responsibility of the student.

General Education Course Descriptions

ENC 1101 English Composition I......3 credits

Writing skills are enhanced by good reading skills. This course is designed to develop and enhance clear, effective written communication skills utilizing various rhetorical methods.

PSY 2012 General Psychology3 credits

This course will introduce the student to the description and understanding of analysis of human behavior through the study of individuals, and their interaction, in the social and physical environments.

BSC 2085C Human Anatomy and Physiology I4 credits

First semester of a two-semester sequence dealing with the structure and function of the human body and mechanisms for maintaining homeostasis within it. Includes the study of cells, tissues, and the integumentary, skeletal, muscular and nervous systems. Prerequisite for BSC 2086 C. This is a lecture science course where a corequisite lab is required.

BSC 2086C Human Anatomy and Physiology II4 credits

Second semester of a two-semester sequence dealing with the structure and function of the human body and mechanisms for maintaining homeostasis within it. A continuation of BSC2085, the circulatory, endocrine, digestive, excretory, respiratory, and reproductive systems of the body are studied. This is a lecture science course where a corequisite lab is required.

DEP 2004 Human Growth and Development......3 credits

This course explores the effects of genetic, psychological, maturational and social factors at various stages during the lifespan.

HUN 1201 Elements of Nutrition3 credits

This course provides an in-depth view of digestion, absorption, and the metabolic pathways of the nutrients and hormonal regulation of these pathways. Factors related to regulating energy needs, current government dietary guidelines, specific lifecycle needs and research-based standards for analyzing nutrient adequacy are examined. Concerns with food-borne illness and water contamination are also reviewed.

MCB 2010C Microbiology4 credits

This fundamental course in Microbiology is designed to fulfill the needs of nursing students as well as other allied health majors. The course stresses the structure, nutrition, growth, control, metabolism, and introductory genetics of bacteria. An introduction to fungi, parasites, and viruses is included. Laboratory experience in techniques and primary isolation will be provided. Lab fee required.

MGF 1106 Liberal Arts Mathematics3 credits

This course will give the student the ability to utilize mathematical and computational skills essential for success in a myriad of areas and everyday situations. It will give the student skills needed in probability and statistics sets, logic, and geometry.

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 453 of 1026

SPC 2608 Speech3 credits

Emphasizes the link between the fundamental theories in speech communication and effective public speaking. Includes practical training and study in public presentation skills, audience analysis, speech construction and problemsolving using lecture and experiential learning format.

Bachelor of ScienceRN to BSN Program (Offered at West Palm Beach location)120 Credit Hours12-24 Months

The framework of the RN to BSN program includes wide broad areas of knowledge, skills performance, critical thinking, caring, professionalism, and collaboration. These areas will be reflected in the program outcomes, which will be incorporated into competencies throughout the BSN program.

RN to BSN Program Description

The nursing program at HCI College is committed to providing the best education for students seeking a Bachelor of Science Degree in Nursing (BSN). This degree program focuses on: wellness of self and others; continues to expand on technical nursing skills across the lifespan; critical care concepts; and professional development, including leadership and management. Upon graduation, the student is awarded a Bachelor of Science degree in nursing (BSN) and can subsequently seek a higher level of employment in the nursing field.

RN to BSN Admissions Requirements

Registration is considered complete only when the following requirements have been met and the date of such has been indicated on the application.

• The student must meet all HCI College entrance requirements for the RN to BSN Program.

Students are given the following directions:

However, you choose to access the course, you must have a computer that is in good working condition. On-line courses move quickly through the material and usually require frequent computer work, along with frequent access to the Internet. Having a computer that is in bad repair, or a poor connection to the Internet, would be like taking a traditional course without a book or any handouts and only attending the lectures part of the time. Here is a list of some of the hardware/software you will need for an on-line course:

Technical Requirements:

- A PC with Windows 2000, XP, Vista, or later version
- Office 2000 Premium or later version
- 233 MHz Premium Processor (minimum) to 733 MHz
- Any Internet Service Provider (ISP) such as Google Chrome, FireFox, etc.
- A printer
- Email software such as Outlook, Outlook Express, or Gmail

In addition to having these hardware/software elements, you should be knowledgeable about your word processing software. You should also be able to connect to the Internet without assistance. You should know how to surf the Web and how to do simple Web searches. You should know how to send and receive email messages as well as how to send and retrieve attachments to email messages.

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 454 of 1026

RN to BSN - Goals and Objectives

After successful completion of the program, the student will obtain a Bachelor of Science in Nursing. The goals and objectives for HCI College's Bachelor Nursing program are comprised from our mission statement and core values:

- Engage in learning, and professional development of others.
- Integrate knowledge, ethical principles, and clinical excellence in nursing.
- Integrate a holistic approach to patients.
- Show compassion, caring, and empathy at all times toward patients.
- Demonstrate the cognitive ability to comprehend, apply, and evaluate the clinical information relative to their role in Nursing.
- Demonstrate technical proficiency in all psychomotor skills necessary to fulfill their role in Nursing.
- Demonstrate affective personal behaviors consistent with professional demeanor.
- Familiarity with the hospital environment including (but not limited to) policies, practices, equipment, and skills as they relate directly and or indirectly to the field of Nursing

RN to BSN Core Courses - Tuition & Fees

Semester I luition &	k Fees
Tuition (8 credits)	\$ 2,000
Total Semester I	\$ 2,000

Semester III Tuition & Fees

Tuition (9 credits)	\$ 2,250
Total Semester III	\$ 2,250

Semester V Tuition & Fees

Tuition (9 credits)	\$ 2 <i>,</i> 250
Total Semester V	\$ 2,250

Semester II Tuition & Fees

Tuition (9 credits)	\$ 2,250
Total Semester II	\$ 2,250

Semester IV Tuition & Fees

Tuition (9 credits)	\$ 2,250
Total Semester IV	\$ 2,250

Semester VI Tuition & Fees

Tuition (9 credits)	\$ 2,250
Total Semester VI	\$ 2,250

Semester VII Tuition & Fees

Tuition (7 credits)	\$ 1,750
Total Semester VII	\$ 1,750

RN to BSN - Graduation Requirements

- The Student must successfully complete all nursing and general education courses with a minimum grade of a "C".
- All financial obligations to HCI College are paid in full.
- Student must complete a minimum of 120 credit hours, with the last 30 credit hours to be earned at HCI College.

RN to BSN - Course Listing

GENERAL EDUCATION COURSES

Credit Conversion:

15 Lecture Hours =1 Credit Hour

30 Lab Hours =1 Credit Hour

Course # and Title	Theory Hours	Lab Hours	Clinic/ Simulation	Credit Hours
BIO3020&3020L: Human Biology with Lab	45	30	0	4
CHM3010 & 3010L: Organic Chemistry with Lab	45	30	0	4
PHI3334: Philosophy & Critical Thinking	45	0	0	3
NUT3100: Nutrition Diet Therapy and Nutrition Care in Disease	45	0	0	3
AML3000: American Literature	45	0	0	3
PSY4070: Developmental Psychology	45	0	0	3
STA3100: Statistics	45	0	0	3
Total Hours	315	60	0	23
Nursing Core Classes				
Course # and Title	Theory Hours	Lab Hours	Clinic/ Simulation	Credit Hours
NUR3825: Transitional Nursing Role Perspectives	45	0	0	3
NUR3125: Advanced Pathophysiology for Nursing	45	0	0	3
NUR3119: Heritage of Nursing Concepts/Theories	45	0	0	3
NUR3069: Advance Health Assessment	45	0	0	3
NUR3678: Nursing Care for the Geriatric Patients	45	0	0	3
NUR3164: Nursing Research and Informatics	45	0	0	3
NUR4827: Leadership and Management in Professional Nursing	45	0	0	3
NUR4636: Community Health Nursing	45	0	0	3
NUR4107: Nursing Perspectives/Global Trends	45	0	0	3
NUR4847: Clinical Decision Making/Critical Thinking	45	0	0	3

HCI COLLEGE STUDENT CATALOG 2020 - VOLUME III | 1/27

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 456 of 1026

NUR4945: Capstone experience	60	0	0	4
TOTAL Nursing Core Classes	555	0	0	37
TOTAL Classes	870	60	0	60

RN to BSN - Course Descriptions

Role expectations for baccalaureate nurse; development of a professional self-concept; interface of personal and professional growth; transition from task to theory will be explored and real-world experience discussed. Legal issues in nursing will be discussed in detail as well as the historical and current issues affecting healthcare today.

NUR4107 Nursing Perspectives/Global Trends3 credits

This course is focused on the major challenges of health care on a global level. The role of the nursing profession within the global community is emphasized, centered on meeting Millennium Development Goals. Using the concepts of Transformational Leadership, this course assists the learner in recognizing and addressing the major challenges facing global health care.

NUR3119 Heritage of Nursing Concepts/Theories3 credits

Focus is on philosophical and theoretical foundations of nursing as a profession. The student is introduced to the history of nursing through defining concepts and the development of theories across the last century. Teaching strategies are designated to enhance students' abilities and skills to bridge the theory practice gap and expand their knowledge regarding theoretical

NUR3164 Nursing Research and Informatics3 credits

Concepts in research, healthcare informatics, trends and exploring innovative strategies and applications are introduced and used to document in the electronic health record. Students learn the relationship between nursing research and utilization of evidence-based practice and how to apply it when documenting in the patient's record. This course also explores the research process as a foundation for acquiring skills needed to access, critically appraise and synthesize literature.

NUR3069 Advance Health Assessment......3 credits

The registered nurse student will learn a knowledge base which details the physiological, pathophysiological and psychological aspects of performing a complete and comprehensive health assessment in a variety of environments within diverse populations of health care clients.

NUR3678 Nursing Care for the Geriatric Patient......3 credits

The course implements topics that focus on the recommended competencies as developed by the American Association of Colleges of Nurses (AACN) for the baccalaureate nurse. Emphasis is placed on the aging population and the need for a transformational leadership in a health workforce that is capable of delivering competent care to older adults. The second half of the course emphasizes the growing vulnerable population focusing on the leadership role of the nurses in advocacy, cultural competence, and ethical issues specific to social justice and distribution of resources.

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 457 of 1026

NUR4847 Clinical Decision Making/Critical Thinking.......3 credits

This course provides a conceptual understanding of the logical and critical thought processes required of the professional nurse.

NUR4655 Nursing in a Multicultural Society......3 credits

The course presents concepts in trans-cultural nursing focusing on the nurse leader developing cultural competency while learning more about the health/illness beliefs of patients. The course is developed to provide the cultural foundation of existing models related to trans-cultural nursing and allows the nurse leader to identify key components impacting the cultural diversity of identified sub-cultures. Health care delivery within the United States is also discussed with a focus on the Institute of Medicine report on Standards of Care as it applies to health disparities.

NUR4827 Leadership and Management in Professional Nursing3 credits

Leadership and management theories will be explored incorporating critical thinking, conflict management, decision making, and problem-solving skills. A primary focus of this course is to enhance professional nurses' understanding of the concepts and skills needed to be effective leaders in today's health care arena.

NUR4636 Community Health Nursing3 credits

This course examines the role of the nurse in dealing with family crisis, gerontological problems, child-bearing, child raising families, and medical-surgical conditions within the context of the community. Assessment of the community and its healthcare delivery system epidemiology is studied within the social structure of families and communities.

NUR4945 Capstone Experience......4 credits

This course allows the students to integrate, synthesize knowledge and skills from other courses completed in the BSN program. The course is designed to enhance students' awareness of the main challenges that face the healthcare system, with emphasis on their professional roles and potentials in improving the quality of care using research and leadership skills.

NUR3125 Advanced Pathophysiology for Nursing3 credits

This course teaches the advanced study of pathophysiology and symptomatology across the life span. The focus is on alterations in physiologic functions and manifestation of disease. Signs, symptoms and diagnostic findings of common alterations are presented. Students will also gain an understanding of nursing interventions to promote adaptation.

General Education Course Descriptions

This course explores select American authors and literary texts. Topics include historical background, social forces, literary genres and elements.

PSY 4070 Developmental Psychology......3 credits

The focus of this course will be on individual development from early childhood to late adolescence. At a general level we will examine the genetic and biological contributions to individual development, the social contextual contributions, and the interaction between these two general sets of variables. Specific topics will include: behavioral genetics, temperament, parent child relations, sibling relations, peer relations, the self, intelligence, emotional development, and problems of social development (antisocial behavior, depression).

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 458 of 1026

The main objective of this course is to learn probability, discrete distributions, continuous distributions, bivariate distributions, and functions of random variables.

CHM 3010 & CHM 3010L - Organic Chemistry with Lab......4 credits

This course consists of an introduction to the classification, structure, reactions, and reaction mechanisms of carbon compounds. The laboratory portion of the class represents the chemistry concepts. Using models, chemistry experiments and multimedia, the student will obtain a representative explanation of the conceptual lessons taught in the lecture component of this course.

PHI 3334 - Philosophy & Critical Thinking......3 credits

This course provides the fundamentals of effective problem solving both in theory and practice. This course covers problem solving, logical reasoning, critical analysis of information, and cooperative learning. Students will use research methods and evaluating any problems by applying a logical process to its solution.

BIO 3020 & BIO 3020L - Human Biology with Lab......4 credits

Course examines human form and function and the relationship of humans to other living things. Fundamental biological principles as they apply to the human are explored. The course is intended for liberal arts students who do not currently plan to major in the biological or health sciences. The lab component compliments the theory.

NUT 3100 Nutrition Diet Therapy and Nutrition Care in Disease3 credits

In this course students will learn the principles of diet therapy and nutrition care in disease to prepare them with entry level, holistic knowledge of the use of nutrition care to meet patients' therapeutic needs both in an inpatient care, outpatient care and rehabilitation setting.

Distance Learning Online General Education Courses

HCI College offers general education requirements through distance learning. Courses can be taken, depending on availability, at the student's convenience. The inclusion of General Education in every degree program reflects HCI College's conviction that successful, satisfying lives require a wide range of skills and knowledge. These skills include the ability to reason logically and quantitatively and to communicate effectively; an understanding of the sciences that makes sense of the natural environment; a familiarity with the cultural movements that have shaped societies and their values. General Education augments and rounds out the specialized training students receive in their majors and aims to cultivate a knowledgeable, informed, literate human being.

It is imperative that the student understand and respect confidentiality regarding discussions, information sharing and not to, at any time, divulge answers or course information that would present an unfair advantage to current and/or future students. Any student enrolled in an online course and or courses is expected to abide by all HCI College rules, regulations and policies as previously presented herein. Distance Learning/Online HCI College students have access to and receive the same services as commuter students.

General Education Objectives

HCI College offers general education courses through Distance Learning that challenge the student to acquire skills and knowledge that are desirable not only for personal enrichment but enable the student to enhance and further their professional lives. The General Education Curriculum is designed to enable the student to:

- Master basic skills in English, Mathematics, Social Science & The Humanities
- Communicate accurately and effectively in both verbal & written form

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 459 of 1026

• Gain and apply critical thinking skills in order to analyze complex material

Requirements to meet these objectives include, but are not limited to, with a grade of 'C' or higher, completing all homework assignments, and activities.

Academic Guidelines

Academic guidelines are the same for Distance Learning/Online General Education as for other courses/programs offered at HCI College.

Student Verification Statement

HCI College requires that the school verify the identity of students when course materials and/or course assessment activities are conducted either partially or entirely online. A student's login and password are intended to provide the student with secure access to course materials and are also intended to help the school meet this mandate. If HCI College feels that at any time the student on-line is not the same student that is registered participating in class discussions, completing quizzes or exams, and is not the student who is registered to complete all class work, the school may require the use of a proctor for exams in distance-delivered (Internet) courses. This requirement will then provide a second level of student identity verification. Finally, an instructor may require students to use a webcam during exams, as another means of student identity verification through voice and visual recognition. If HCI College feels that the student is not the one completing the class work the student will be dismissed for academic dishonesty. This includes any form of cheating and/or plagiarism (page 20 of HCI College catalog, student conduct code). HCI College protects student privacy and will notify students of any projected additional student charges associated with the verification of student identity at the time of registration or enrollment.

Technical Requirements

On-line courses require access to technology that is accessible to you at times whenever you can get to it. This means that you have to have access to a computer that is connected to an Internet account with some provider such as AOL or MSN. This must be a good connection that is dependable and accessible. Most people find it necessary to have their own PC, but you **can come into HCI College and use the computer lab**. However, you choose to access the course, you must have a computer that is in good working condition. On-line courses move quickly through the material and usually require frequent computer work, along with frequent access to the Internet. Having a computer that is in bad repair, or a poor connection to the Internet, would be like taking a traditional course without a book or any handouts and only attending the lectures part of the time. Here is a list of some of the hardware/software you will need for an on-line course:

- A Pentium I or faster PC or Apple Computer
- A CD-ROM drive (Most courses will not use CD-ROMs)
- Any Internet Service Provider (ISP) such as AOL or MSN and others
- A 56K modem
- A printer
- Word processing software such as Microsoft Word
- An e-mail account of your own
- E-mail software, such as Outlook or Hotmail

In addition to having these hardware/software elements, you should be knowledgeable about your word processing software. You should also be able to connect to the Internet without assistance. You should know how to surf the Web and how to do simple Web searches. You should know how to send and receive email messages as well as how to send and retrieve attachments to email messages.

Distance Learning Orientation - How Online Courses Work

The first on-line course that you take with HCI College will start with an orientation that is given to you the day that you sign up for class. This orientation will include a password and an ID that is required each time you sign into the class. This information will also be emailed to you with instructions once your enrollment is completed. Be sure to carefully write down any access codes, passwords, or user IDs that you will need to access the course material. You will be required to enter this information exactly as it was originally written in order to access the content of your course. This is also for verification that ensures that you are the same student who is participating in class discussions, completing all required coursework, including quizzes, tests and exams and receives academic credit.

Getting in Touch

Once you sign into a class you should find your instructor's email address. Be sure to record all such information. Many students report that they have much more contact with on-line instructors than with those who teach traditional classes. It is a good idea to contact your instructor as soon as you know you will be taking the class. Your instructor can tell you how your class is organized and what you need to know to begin. In many cases, the instructor will send you the initial documents or information via email whenever you contact them. Your instructor will receive the class roster on the first day of the semester and will attempt to contact you. One of the biggest problem's instructors have in teaching an online class is the initial contact with the students. If the class roster contains information about you that is incorrect or incomplete it may delay, or make it impossible, to get in touch with you. For these reasons, get in touch with your instructor as soon as possible. After the class starts being sure to check your email messages every day for correspondence with your instructor. It is very important that every time you send email to your instructor, you list in the Subject Line the name of the course you are taking, or some other pertinent information that lets the instructor know what the message is about.

Additionally,

- Be sure to write every message to your instructor as though it were a letter or assignment.
- Use complete sentences and good grammar.
- Do not use "net speak" or abbreviations.
- Do not use slang or informal language.
- Use good paragraphs and do not type in all caps (capitalization).
- It is okay to use bold or italics to emphasize a point, but using all capitals is the 'net equivalent' of shouting. When submitting assignments by attachments, be sure to put your name at the top of the document, just as you would an assignment you were turning in by hand.
- Double-space assignment attachments so that they are easier to read, and your instructor can make notes to you.

Distance Learning Assignments

On-line courses are, by nature, independent, "directed study" courses. Your instructor will direct your studies, but you will have to work independently to complete the assignments. When and where you do these assignments is up to you. However, deadlines are usually given and must be observed. At the completion of their online courses, many students have reported that keeping up is easy to do if you try to remain disciplined in getting your work done on time. Online classes typically have a fairly high attrition, or dropout, rate because of a student tendency to fall behind on assignments.

The actual work of on-line classes may come in many diverse forms. However, most courses taught on-line will require more activities and writing assignments than traditional classes. Occasionally, an instructor will have pages on the course website to provide content for the class. Often, these pages will contain hypertext, or words and phrases that have imbedded codes in them. By simply clicking on the hypertext, you will move to other pages or

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 461 of 1026

websites that have additional information about the topic at hand. Another approach for your assignments may be that your instructor will place files with the activities or assignments on a web page for you to download or to view while online. You can usually use the "**PRINT**" button on your browser to print out the directions or assignments.

Distance Learning Exams/Quizzes

Assessment is an important part of any educational process. Test/exams/quizzes also have another very important purpose: They give feedback about how effective the instruction has been. Instructors may use any or all of several methods of assessing the learning process and product.

Proctored Exams are often used in online classes. In this approach, students must visit the college campus, or some other approved site, to take the exam under the supervision of someone who is approved by the instructor. Many times, the student makes an appointment to take the exam at a time that is convenient to themselves and the proctor (examiner).

Online Exams are tests that are posted on the course's web page and taken while connected to the Internet. These exams are very convenient for the student but must be taken with careful attention to the instructions given by the instructor. Security is very important in this case and the exam may be available for only a short period of time.

"Take Home Exams" In this case the exam may look more like another assignment. Your instructor may send you a file with the exam questions for you to download and print. You then answer the questions and turn-in your responses by email, fax, or by hand. Many instructors have a special area of their Course Site called **Dropbox**, or **Digital Dropbox**. Dropbox is an online data storage and file sharing technology. Instructors check both share and receive the work via Dropbox. Dropbox will only let the student who left the document pick-up a corrected, or graded, document.

Surveys may be used to assess students' experience with the materials and methods of the on-line class. Colleges and instructors often use surveys to get students' perceptions about how effective the instruction has been. Sometimes these surveys are the equivalent of the Course Evaluations that are conducted in regular classes each semester. Take these instruments seriously and give candid and useful feedback about the course and the instruction. This information is not available to the instructor until the course is finished and grades have been determined. In this case, every attempt is made to ensure that students' comments are confidential, and the names of the students are not available to the instructor, and you may be asked to visit a separate web site to complete this type of survey. Your instructions will tell you which of these are being used.

Distance Learning Discussions

Discussions are invaluable parts of college classes. Therefore, they are almost always used in online classes. There are many ways in which discussions may be conducted. Generally, there are two types of discussions: synchronous or asynchronous. Synchronous discussions are "real-time" discussions that are similar to chat rooms. In this setting, students and instructors go to a common webpage or "chat room" and conduct a live discussion. Be sure to note whether these activities are

mandatory and if so, how they count in determining your final grade for the course. Sometimes instructors will make available an outline, or "lecture notes" for the discussion. Some general ground rules for "virtual classroom" behavior are:

- Pay Attention
- Have a back-up plan: Be prepared in case there is equipment or other element failure.

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 462 of

1026

General Education Course Descriptions

ENC 1101 English Composition I.....**3 credits** Writing skills are enhanced by good reading skills. This course is designed to develop and enhance clear, effective written communication skills utilizing various rhetorical methods.

ENC 1102 English Composition II......3 credits As a continuation of English Composition I this course is designed with an emphasis on the development of a more in depth analytical and argumentative writing style. Readings are employed as a basis for these writings emphasizing literature & research.

PSY 2012 General Psychology.....**3 credits** This course will introduce the student to the description and understanding of analysis of human behavior through the study of individuals, and their interaction, in the social and physical environments.

CGS 1100 Microcomputer Applications.....**3 credits** To be comfortable with computers and their technology, the student will in this course have hands on experience with word processing, electronic spreadsheets, Power Point, and database management software. Also included in the course is a brief overview of microcomputer concepts. All applications software utilized will be windows-based.

AMH 2010 History of the USA: A Survey up to 1877......3 credits

Triumph and tragedy pervade the history of these United States. This course provides an interpretative overview of the economic, social, political and cultural forces up to 1870 that have made the United States what it is today.

Administrator and Faculty Administrators

Pedro De Guzman	President and Chief Executive Officer HCI Corporate	
Petersson, Arlette	Vice President of Academic and Regulatory Affairs	Ed.D. Dowling College MBA Dowling College MA Adelphi University BA Union College
Miller, Ryan	Vice President of Finance HCI Corporate	MBA Savannah State University
Riling, Dean	Vice President of Administration HCI Corporate	
Lane, Johanna	Vice President of Student Services HCI Corporate	BBA Northwood University
Shelpman, David	Campus President West Palm Beach	MHRM Keller Graduate School BS DeVry University AAS Daymar College
Gelow, Zac	Campus Director Fort Lauderdale	MBA Savannah State University

Medical Directors

Keehn, DO. FACOEP, Dr. Steven	Medical Director West Palm Beach	Doctor of Osteopathic Medicine Nova Southeastern University
Roach, Dr. James	Medical Director Fort Lauderdale	Doctor of Osteopathic Medicine Nova Southeastern University

Managers and Staff

Greene, Mara	Registrar and	MS in Education
Mclure, Vanessa	Director of Admissions Fort Lauderdale	AA Newport Business Institute
Zimbaldi, Krystal	Associate Director of Admissions West Palm Beach	
ТВА	Dean of Academics Fort Lauderdale	
ТВА	Dean of Academics West Palm Beach	
Dudeck, Pamela	Associate Registrar West Palm Beach	Associate in Liberal Arts Monmouth College, NJ
Joseph, Margaret Ann	Registrar West Palm Beach	Bachelor in Accounting ITT Technical Institute
Bertalotto, Ryan	Director of IT HCI Corporate	
Kaufman, Lori	Director of Online Education	MS Long Island University – C.W. Post BS Townson State University
McClung, Vanessa	Systems Registrar – HCI Corporate	MBA South University
Botting, Phil	EMS Director West Palm Beach	BS Barry University FL State Certified Paramedic
Braunworth, Brent	Director of Fire Science West Palm Beach & Online	BA Florida Atlantic University
Nelson-Daley, Latoya	Financial Aid Officer – West Palm Beach	
Simpson, Biaggia	Financial Aid Officer – West Palm Beach	
Ramirez, Jose	Associate Director of Financial Aid – Fort Lauderdale	
Williams, Anna	Associate Director of Financial Aid – West Palm Beach	
Atkinson, Kacey	Regional Director of Financial Aid HCI Corporate	MBA, MS Nova Southeastern University
Bernadette Shaia	Senior Staff Accountant HCI Corporate	

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 465 of 1026

	Clinical Coordinator, Nursing Fort Lauderdale	Capella University BSBA, Healthcare Management Kaplan University Post Grad Certificate, Ed. Leadership Northcentral University
Phillips, Maurice	Admissions Representative Fort Lauderdale	
Hall, Janice	Admission Representative Fort Lauderdale	MBA University of Phoenix
Edwards, Lorna	Student Services Coordinator Fort Lauderdale	BS Barry University
Wallace, Richard	Career Services Advisor Fort Lauderdale	MS Minot State University BA Centenary College
Ruiz, Carmen	Systems Librarian West Palm Beach Fort Lauderdale	MLS Indiana University
Moeckel, Amber	Assistant Registrar West Palm Beach	
Pike, Jennifer	Career Services Advisor West Palm Beach	BS Florida Atlantic University
Andrews, Tangela	Business Office Manager	MHA Kaplan University BA Keiser University
Moritz, Dana	Assistant Director of Admissions West Palm Beach	
Garcia-Menocal, Carlos	Collections Specialist	

Nursing Faculty and Support

West Palm Beach

DeVevo, Knolan	Director of Nursing	MSN Jacksonville University BSN Florida Atlantic University
		AAS Nursing Palm Beach State College

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 466 of 1026

Goodwin-Esola, Marlene	Part-time Nursing Instructor	MSN University of Pennsylvania BSN Trenton State College
Sheffield, Christopher	Part-time Nursing Instructor	BSN Capella University
Shelpman, Rebecca	Academic Administrative Assistant - Nursing	BA Ohio University
Assevero, Tara	Nursing Clinical Coordinator –	MBA American InterContinental University
Aldrich, Cecelia	Part-time Nursing Instructor	BSN University of Miami
Augustin, Grace	Part-time Nursing Instructor	MSN, ARNP South University BSN Lynn University
Bakhit, Lyla	Part-time Nursing Instructor	BSN Southern New Hampshire University
Barthold, Rose	Part-time Nursing Instructor	BSN 2005 Florida International University MSN, FNP 2016 South University
Brady, Lisa	Part-time Nursing Instructor	MSN Lesley University
Cain, Dr. Norma	Part-time Nursing Instructor	PhD Nursing Newburgh College MSN University of Phoenix BSN South University
Cain, Sharon	Part-time Nursing Instructor	MSN South University BSN Our Lady of the Lakes College
Carr, Sarah	Part-time Nursing Faculty	MSN Western Governor's University BSN, University of Vermont
Christmas, Christina	Full-time Nursing Instructor	BSN Western Governors University
Colia, Jeanne	Part-time Nursing Instructor	MSN Barry University BSN SUNY at Stonybrook AAS

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 467 of 1026

		Suffolk Community College
Dennis, Alicia	Part-time Nursing Instructor	BSN University of Texas ASN Broward State College
Graham, Naywona	Part-time Nursing Instructor	MSN Chamberlain College of Nursing BSN Chicago State University
Johnson, Maxine	Part-time Nursing Instructor	BSN Palm Beach State College
Lane, Laila	Part-time Nursing Instructor	MSN in Nursing Education Florida Atlantic University
Leandre, Catrina	Part-time Nursing Instructor	MSN Keiser University BSN, ASN Keiser University
Marriott, Kamla	Part-time Nursing Instructor	MSN, ARNP Adelphi University BSN Long Island University
McIndoe, Sandra	Part-time Nursing Instructor	MSN Grand Canyon University BSN Kaplan University
San Antonio, Carol	Part-time Nursing Lab Instructor	MSN, Pediatric Nurse Practitioner University of Hartford
Shultz, Jennifer	Part-time Nursing Instructor	BSN Florida Atlantic University
Smith, Virginia	Full-time Nursing Faculty	MSN, FNP Pace University
Vieux, Linda	Part-time Nursing Faculty	BSN Panhandle State University
Walsh-Watson, MaryJo	Part-time Nursing Instructor	MSN, FNP Kaplan University ADN San Antonio College
Ziemba, Kathryn	Full-time Nursing Instructor	BSN Palm Beach State College ASN Cape Cod Community College

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 468 of 1026

Fort Lauderdale

Buttimer, Brandi	Director of Nursing	MSN
		University of Mary
Adderly, Minnette	Part-time Instructor	MSN Florida Atlantic University
		,
Adkinson, Mindy	Full-time Nursing Instructor	BSN Nova Southeastern University
Ariza, Andrea	Part-time Nursing Instructor	MSN
		Grand Canyon University
Battle, Shalonna	Part-time Nursing Instructor	ARNP, WHNP-BC Frontier Nursing University
Baudin, Myrna	Part-time Nursing Instructor	BSN
		Barry University
Berkel, Roselyn	Part-time Nursing Instructor	BSN
		Kaplan University
Clarke, Joan	Part-time Nursing Instructor	MSN, FNP
		South University
Clarke, Michele	Part-time Nursing Instructor	MSN
		Wilkes University
Francois, Natacha	Part-time Nursing Instructor	MSN, FNP
		University of Miami
Jobson, Michelle	Part-time Nursing Instructor	MSN University of Phoenix
Levy, Tianah	Full-time Instructor and Associate Director of Nursing	BSN Chamberlain College of Nursing
Manu, Emelia	Part-time Nursing Instructor	BSN
,		Florida Atlantic University
Miller-Simpson, Jullet	Part-time Nursing Instructor	MSN Western Governors University
Murray, Brittany	Part-time Nursing Instructor	DNP, MSN, APRN, FNP-BC, NP-C Florida Atlantic University
Nelson, Joy	Full-time Nursing Instructor	MSN, ARNP, FNP Chamberlain University
Nembhard, Mathew	Part-time Nursing Instructor	BSN Florida Hospital College of Health Science
PetitHomme, Edna	Part-time Nursing Instructor	DNP, ARNP, FNP-BC, CCHP Florida Atlantic University
Salmon, Loni	Part-time Nursing Instructor	MSN, FNP, APRN Chamberlain College of Nursing

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 469 of 1026

Part-time Nursing Instructor	MSN
	University of Phoenix
Part-time Nursing Instructor	BSN
	Grand Canyon University
Full-time Nursing Instructor	MSN, ARNP, FNP
	Southeastern University
Part-time Nursing Instructor	DNP
	Florida Atlantic University
Full-time Nursing Instructor	BSN
	University of Phoenix
Part-time Nursing Instructor	MSN
	Wilkes University
Part-time Nursing Instructor	MSN
	Florida Atlantic University
	Part-time Nursing Instructor Full-time Nursing Instructor Part-time Nursing Instructor Full-time Nursing Instructor Part-time Nursing Instructor

Fire Sciences Faculty

Braunworth, Brent	Program Director	BA Public Affairs Florida Atlantic University Florida State Fire Instructor III
Calderon, Sue Ellen	Part-time Instructor	MA Public Administration Fire Inspector I and II Fire Investigator Plans Examiner
Kendrick, Patrick	Part-time Instructor	MS, Executive Fire Service Leadership Grand Canyon University AS Fire Science Technologies Palm Beach State College
McCue, Trevor	Part-time Instructor	BA, Fire Officer 1 Fire Officer 2 Inspector 1 and 3
Regan, William	Part-time Instructor	BS Exercise Physiology Florida Atlantic University Fire Instructor1- III Safety Inspector

Emergency Medical Services Faculty

West Palm Beach

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 470 of 1026

otting, Phil EMS Program Director		BS in Public Administration Barry University FL State Certified Paramedic	
Braunworth, Cory	EMS/EMT Instructor	AS/EMS Palm Beach State	
Brian Boggio	EMT/Paramedic Instructor	AA in Religion Lynn University FL State Certified Paramedic	
Cable, John	EMT/Paramedic Instructor	AA in Associates of Arts Palm Beach State College FL State Certified Paramedic	
Brady, Brian	EMS Instructor	AS in Nursing Palm Beach State	
Christmas, Chris	EMT Lead Instructor	AS in Emergency Medical Services HCI College FL State Certified Paramedic	
Davis, Chase	EMS Instructor	AS/ Fire science Columbia Southern University	
Esarry, Bradley	EMS/EMT Instructor	AS/EMS Health Career Institute	
Fallick, Jason	EMT/Paramedic Instructor	AS in Emergency Medical Services Broward College FL State Certified Paramedic	
Flechaus, Connor	EMS/EMT Instructor	AS/EMS Health Career Institute	
Foulds, Cori	EMT Instructor	BS in Criminal Justice Northern Michigan University FL State Certified Paramedic	
Gordon, Nick	EMT/Paramedic Instructor	AS in Emergency Medical Services Palm Beach State College FL State Certified Paramedic	
Gould, Michael	EMS/EMT Instructor	AS/EMS Broward College	
Herig, Jim	EMS/EMT Instructor	AS/Nursing Broward College	

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 471 of 1026

Lovvorn, Jason	EM/EMT Instructor	AS/EMS Tallahassee Community College	
Lorenzo, Michelle	EMT/Paramedic Instructor	BS in Exercise Physiology East Carolina University FL State Certified Paramedic	
Marciante, Mark	EMT Lead Instructor	AS in Emergency Medical Services Palm Beach State College FL State Certified Paramedic	
Marciante, Sal	EMS Instructor	AS in EMS Palm Beach State	
McKay, Christopher	EMS Instructor	AS in EMS Seminole State College of FL	
Montag, Jason	EMT/Paramedic Instructor	AS in Emergency Medical Services Broward State College FL State Certified Paramedic	
Phillips, Paul	EMT/Paramedic Instructor	BA in Communications Lynn University FL State Certified Paramedic	
Prestor, Trevor	EMS Instructor	BBA Northwood University	
Reeves, James	EMT/Paramedic Instructor	AS in Fire Science Columbia Southern University FL State Certified Paramedic	
Saleh, Aiman	EMS/EMT Instructor	AS/EMS Health Career Institute	
Sharman, Ryan	EMS/EMT Instructor	BA Hospitality Management FL State Certified Paramedic	
Stolpman, Richard	EMT/Paramedic Instructor	AA in Health Sciences University of Northern Florida FL State Certified Paramedic	
Varano, Eric	EMT/Paramedic Instructor	AS in Emergency Medical Services Palm Beach State College FL State Certified Paramedic	
Whitmore, Chris	EMT/Paramedic Instructor	B.S. in Business Management University of NY/Fredonia FL State Certified Paramedic	

Fort Lauderdale

Gonzalez, Oscar	Program Director	MBA Firefighter, Paramedic Nova Southeastern University
Baker, John	EMS Instructor	BS in Social Science Florida State University FL State Certified Paramedic
Bevins, Lisa	EMS/Paramedic Instructor	AS/EMS Broward College
Cecil, James	EMS Instructor	ADN/RN, Paramedic Emergency Education Institute
Charles, Jackson	EMS Instructor	AS in Fire science Columbia Southern University
DeLaTorre, Alexis	EMS Instructor	AS in Fire Science Columbia Southern University
Hooper, Raymond	Paramedic Lead Instructor	AS in Emergency Medical Services Florida Medical Training FL State Certified Paramedic
Martinez, lvette	EMS/Paramedic Instructor	AS/ Paramedic Broward College
Lopez, Kelvin	EMS/Paramedic Instructor	AS/EMS Broward College BS Public Safety St. Petersburg College
Lublow, Ezra	EMS/Paramedic Instructor	BS Occupational Health and Fire Safety, Firefighter, Paramedic Columbia Southern University
Martinez, lvette	EMS Instructor	AS/Nursing Broward College
Ramirez, Carlo	EMS Instructor	AS/Paramedic PMD 206182 HCI College
Santillan, Christopher	EMS Instructor	AS/EMS Broward College
Sullivan, Dan	EMS Instructor	AS in EMS Broward College

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 473 of 1026

Vallejo, Geovanny	EMS Instructor	AS Fire Science Firefighter, Paramedic Broward College
Walter, Chris	EMS Instructor	AS EMS Firefighter Paramedic Broward College
Young, Edward	EMS Instructor	AS/EMS HCI College

General Education Instructors and Online Instructors

Kaufman, Lori	Director of Online Education	MS
		Long Island University –
		C.W. Post
		BS
		Townson State University
Birchbauer, Jennifer	General Psychology, Dev Psych	MA Psychology
	Human Growth and Development	Argosy University
Berger, Bari	Online BSN Program	MSN, MBA
		University of Phoenix
Dreher, Kara	Microbiology; Anatomy and	MS Medical Sciences
	Physiology	University of Kentucky
Gene Gerard	History	MA History
		University of Oklahoma
Gordon, Kelly	Chemistry, Microbiology	MS Chemistry
		University N.C. Wilmington
Huwe, Dr. Michael	Anatomy and Physiology	MD, Chiropractic Medicine
		Logan & Columbia Colleges
Kaufman, Lori	Nutrition Diet Therapy & Nutrition	MS Dietetics and Nutrition
	Care in Disease	Lenoir-Rhyne Université
Lee, Deshara	Psychology and	MS Psychology
	Human Growth and Development	Capella Univerity
Mahler, Victoria	English Composition I & II	MA English
	American Literature Speech	East Tennessee State
McPartland, Dr. Shawn	Anatomy & Physiology I	MD Medicine
	Anatomy & Physiology II	New York University
	Microbiology	
Neuman, Amanda	Speech	MA Communications/Speech
		Central Michigan

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 474 of 1026

Rasak, Michael	History of the USA: A survey Up to 1870 Philosophy & Critical Thinking	MA History University of Detroit BS History & Political Science Central Michigan University
Summer, Jonathan	Liberal Arts Math	MA Mathematics University of Nevada
Waluyn, Dorian	Psychology	MA Psychology University of Phoenix
Willams, Teresa	Speech	ED Leadership Argosy University MS Communications Southern Polytechnic University
Wilson, Dr. Rebecca	Psychology, Human Growth and Development	Psy D California Southern University

Case 9:22-cv-81883-RAR	Document 141-2	Entered on FLSD Docket 12/19/2023	Page 475 of
		1026	•

Appendix

ACCSC Complaint Form

Name of Complainant:		
Address:		
City:	State	Zip Code:
Telephone Number:		
School Name:		
School Address:		
School City:	State:	Zip Code:
Telephone Number:		

INSTRUCTIONS

- 1. Please attach a statement describing the nature of the complaint. The statement should include a description of the events or circumstances upon which the complaint is based and the names and titles (if any) of the individuals involved.
- 2. In order for a complaint to be processed and considered by the Commission, you must give written permission for the complaint to be forwarded to the school for a response. If you do grant the Commission permission, please sign your name in the space provided below.

STATEMENT GRANTING PERMISSION TO FORWARD COMPLAINT TO SCHOOL

I certify that the information I have provided is correct to the best of my knowledge and grant permission for the complaint to be forwarded to the school for a response.

Signature:

Date:

The response and the complaint will be kept on file for future reference.

SUBMIT TO: Executive Director Accrediting Commission of Career Schools and Colleges 2101 Wilson Boulevard / Suite 302 Arlington, Virginia 22201 Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 476 of 1026

Consumer Information Guide & Student Right to Know - West Palm Beach

The *Higher Education Opportunity Act* (HEOA) of 2008 requires that Institutions make available to their student's information regarding placement rates, including the methodology and time frame applicable to the rates. Data is taken directly from the Annual Reports submitted to *Accrediting Commission of Career Schools and Colleges* (ACCSC) for the reporting period based on the length of the program in months and the Florida Board of Nursing for NCLEX-RN licensure pass rates by calendar year. This information is compiled based on the requirements of our accrediting body and state regulations. Information is maintained, tracked and updated in our student data base system.

Program	Degree Type	Length in Months	Reporting Period	Completion	Placement (Employed in Field/Available for Employment)	Licensure
Emergency Medical	AS	24	(2019) 4/1/2015 – 3/31/2016	79%	100 (19/19)	No Exam
Services			(2018) 4/1/2014 – 3/31/2015	100	100 (11/11)	No Exam
			(2017) 4/1/2013 – 3/31/2014	100	100 (3/3)	No Exam
			(2016) 4/1/2012 – 3/31/2013	-	-	No Exam
			(2015) 4/1/2011 – 3/31/2012	-	-	No Exam
			(2014) 4/1/2010 – 3/31/2011	100%	100% (73/73)	No Exam
			(2013) 4/1/2009 – 3/31/2010	100%	88% (29/33)	No Exam
			(2012) 4/1/2008 – 3/31/2009	100%	90% (9/10)	No Exam
Emergency Medical	Diploma	4	(2019) 10/1/2017 – 9/30/2018	78%	55% (41/74)	74%
Technician			(2018) 10/1/2016 – 9/30/2017	86%	59% (30/51)	78%
			(2017) 10/1/2015 – 9/30/2016	78%	75% (21/28)	82%
			(2016) 10/1/2014 – 9/30/2015	86%	80% (4/5)	61%
			(2015) 10/1/2013 – 9/30/2014	88%	81% (13/16)	70%
			(2014) 10/1/2012 – 9/30/2013	86%	62% (39/63)	64%
			(2013) 10/1/2011 – 9/30/2012	93%	77% (44/57)	-
			(2012) 10/1/2010 – 9/30/2011	92%	76% (13/17)	90%
Fire Science	AS	24	(2019) 4/1/2015 – 3/31/2016	-	-	No Exam
			(2018) 4/1/2014 – 3/31/2015	-	-	No Exam
			(2017) 4/1/2013 - 3/31/2014	-	-	No Exam
			(2016) 4/1/2012 – 3/31/2013	-	-	No Exam
			(2015) 4/1/2011 – 3/31/2012	-	-	No Exam
			(2014) 4/1/2010 - 3/31/2011	100%	100% (4/4)	No Exam
			(2013) 4/1/2009 - 3/31/2010	100%	100% (8/8)	No Exam
			(2012) 4/1/2008 - 3/31/2009	100%	100% (3/3)	No Exam
Nursing	ADN	20	(2019) 10/1/2015 – 9/30/2016	53%	58% (41/71)	41%
			(2018) 10/1/2014 – 9/30/2015	87%	70% (74/106)	78%
			(2017) 4/1/2014 – 3/31/2015	87%	75% (36/48)	26%
			(2016) 4/1/2013 – 3/31/2014	-	-	-
			(2015) 4/1/2012 – 3/31/2013	_	_	

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 477 of 1026

			(2014) 4/1/2011 – 3/31/2012	-	-	-
			(2013) 4/1/2010 – 3/31/2011	-	-	-
	FL Board o	of Nursing	(2019) 1/1/2019 – 12/31/2019	Below Benchmark		41%
	FL Board o	of Nursing	(2018) 1/1/2018 – 12/31/2018	Below Benchmark		54%
	FL Board o	of Nursing	(2017) 1/1/2017 – 12/31/2017	Below Benchmark		59%
	FL Board o	of Nursing	(2016) 1/1/2016 – 12/31/2016	Below	Below Benchmark	
	FL Board o	of Nursing	(2015) 1/1/2015 – 12/31/2015	Below	Benchmark	63%
	FL Board o	of Nursing	(2014) 1/1/2014 - 12/31/2014	Below	Benchmark	26%
Paramedic	Diploma	12	(2019) 10/1/2016 – 9/30/2017	58%	92% (48/52)	94%
			(2018) 10/1/2015 - 9/30/2016	71%	92% (36/39)	71%
			(2017) 10/1/2014 - 9/30/2015	83%	88% (21/24)	76%
			(2016) 10/1/2013 - 9/30/2014	84%	70% (16/23)	84 %
			(2015) 10/1/2012 – 9/30/2013	75%	73% (27/37)	100%
			(2014) 10/1/2011 – 9/30/2012	70%	70% (23/33)	71%
			(2013) 10/1/2010 - 9/30/2011	70%	86% (18/21)	-
			(2012) 10/1/2009 - 9/30/2010	79%	76% (48/63)	94%
RN to BSN	BSN	24	(2019) 4/1/2015 – 3/31/2016	-	-	No Exam
			(2018) 4/1/2014 - 3/31/2015	-	-	No Exam
			(2017) 4/1/2013 - 3/31/2014	-	-	No Exam
			(2016) 4/1/2012 – 3/31/2013	-	-	No Exam
			(2015) 4/1/2011 – 3/31/2012	-	-	No Exam
	(2	(2014) 4/1/2010 – 3/31/2011	-	-	No Exam	
			(2013) 4/1/2009 - 3/31/2010	-	-	No Exam

Key:

No Exam: Licensure/Certification not required to work in the State of Florida.

(-): No Graduates in the reporting year indicated, meaning no placement or licensure activity during this time period.

Consumer Information Guide & Student Right to Know - Fort Lauderdale

Program	Degree Type	Length in Months	Reporting Period	Completion	Placement (Employed in Field/Available for Employment)	Licensure
Nursing	ADN	20	(2019) 10/1/2015 – 9/30/2016	-	-	-
			(2018) 10/1/2014 – 9/30/2015	-	-	-
			(2017) 10/1/2013 – 9/30/2014	-	-	-
			(2016) 10/1/2012 – 9/30/2013	-	-	-
	FL Board o	of Nursing	(2019) 1/1/2019 – 12/31/2019	Meets/exceed benchmark		80%
	FL Board o	of Nursing	(2018) 1/1/2018 – 12/31/2018		-	-
	FL Board o	of Nursing	(2017) 1/1/2017 – 12/31/2017		-	-

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 478 of 1026

Program	Degree Type	Length in Months	Reporting Period	Completion	Placement (Employed in Field/Available for Employment)	Licensure
Emergency Medical	Diploma	4	(2019) 10/1/2017 – 9/30/2018	78%	29% (5/17)	56%
Technician			(2018) 10/1/2016 – 9/30/2017	-	-	-
			(2017) 10/1/2015 – 9/30/2016	-	-	-
			(2016) 10/1/2014 – 9/30/2015	-	-	-
Paramedic	Diploma	12	(2019) 10/1/2016 – 9/30/2017	-	-	-
			(2018) 10/1/2015 – 9/30/2016	-	-	-
			(2017) 10/1/2014 – 9/30/2015	-	-	-
			(2016) 10/1/2013 – 9/30/2014	-	-	-

Key:

No Exam: Licensure/Certification not required to work in the State of Florida.

(-): No Graduates in the reporting year indicated, meaning no placement or licensure activity during this time period.

Note: The Nursing program in Fort Lauderdale began 2/8/2017. No graduates are expected until 6/23/2018.

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 479 of 1026

Academic Calendar 2019 - 2024: West Palm Beach (Main Campus)

			ici college - west i allii be	ach campas 2015 calchad	
Terms	Start Date	End Date	Break	Holidays	Orientation
Full Term	9/3/2019	12/21/2019	11/28/2019 -		Wed - 08/28/2019 - EMT & PARA
Mini - Term - A	9/3/2019	10/19/2019	11/29/2019	11/11/2019 - Veteran's Day	Thurs - 08/29/2019 - Nursing
Mini - Term - B	10/28/2019	12/21/2019	Thanksgiving Break		Thurs - 10/24/2019 - Nursing Mid
			Winter Break 12/2	2/2019 - 1/5/2020	

HCI College - West Palm Beach Campus 2019 Calendar

HCI College - West Palm Beach Campus 2020 Calendar

Terms	Start Date	End Date	Break	Holidays	Orientation
Full Term	1/6/2020	4/25/2020	3/22/2020 -		Thurs -1/2/2020 - EMT & PARA
Mini - Term - A	1/6/2020	2/22/2020	3/29/2020 Spring	1/20/2020 - MLK Jr. Day	Fri - 1/3/2020 - Nursing
Mini - Term - B	3/2/2020	4/25/2020	Break		Thurs - 2/27/2020 - Nursing Mid

Term Code	Start Date	End Date	Break	Holidays	Orientation
Full Term	5/4/2020	8/22/2020			Wed - 4/29/2020 - EMT & PARA
Mini - Term - A	5/4/2020	6/20/2020	6/28/2020 - 7/5/2020 Summer Break	5/25/2020 - Memorial Day	Thurs - 4/30/2020 - Nursing
Mini - Term - B	7/6/2020	8/22/2020			Thurs -7/2/2020 - Nursing Mid

Term Code	Start Date	End Date	Break	Holidays	Orientation
Full Term	8/31/2020	12/19/2020	11/22/2020 -		Wed - 08/26/2020 - EMT & PARA
Mini - Term - A	8/31/2020	10/17/2020	11/29/2020	9/7/2020- Labor Day	Thurs - 08/27/2020 - Nursing
Mini - Term - B	10/26/2020	12/19/2020	Thanksgiving Break		Thurs - 10/22/2020 - Nursing Mid

Winter Break	12/20/2020 - 01/10/2021	

HCI College - West Palm	Beach Campus 2021 Calendar
-------------------------	----------------------------

Terms	Start Date	End Date	Break	Holidays	Orientation
Full Term	1/11/2021	5/1/2021			Wed -1/6/2021 - EMT & PARA
Mini - Term - A	1/11/2021	2/27/2021	3/28/2021 - 4/4/2021 Spring Break	1/18/2021 - MLK Jr. Day	Thurs - 1/7/2021 - Nursing
Mini - Term - B	3/8/2021	5/1/2021	1 0		Thurs - 3/4/2021 - Nursing Mid

Term Code	Start Date	End Date	Break	Holidays	Orientation
Full Term	5/10/2021	8/28/2021			Wed - 5/5/2021 - EMT & PARA
Mini - Term - A	5/10/2021	6/26/2021	7/4/2021 - 7/11/2021 Summer Break	5/31/2021 - Memorial Day	Thurs - 5/6/2021 - Nursing
Mini - Term - B	7/12/2021	8/28/2021			Thurs -7/8/2021 - Nursing Mid

Term Code	Start Date	End Date	Break	Holidays	Orientation
Full Term	9/7/2021	12/18/2021	11/25/2021 -		Wed - 09/01/2021 - EMT & PARA
Mini - Term - A	9/7/2021	10/23/2021	11/26/2021		Thurs - 09/02/2021 - Nursing
Mini - Term - B	11/1/2021	12/18/2021	Thanksgiving Break		Thurs - 10/28/2021 - Nursing Mid
			Winter Break 2/19	/2021 - 01/09/2022	

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 480 of 1026

HCI College - West Palm Beach Campus 2022 Calendar

Term Code	Start Date	End Date	Break	Holidays	Orientation
Full Term	1/10/2022	4/30/2022	_ / /		Wed -1/5/2022 - EMT & PARA
Mini - Term - A	1/10/2022	2/26/2022	3/27/2022 - 4/3/2022 Spring Break	1/17/2022 - MLK Jr. Day	Thurs - 1/6/2022 - Nursing
Mini - Term - B	3/7/2022	4/30/2022	Spring Dreak		Thurs - 3/3/2022 - Nursing Mid
Term Code	Start Date	End Date	Break	Holidays	Orientation
Full Term	5/9/2022	8/27/2022	_ /_ / / / / / / / / / / / / / / /_ /		Wed - 5/4/2022 - EMT & PARA
Mini - Term - A	5/9/2022	6/25/2022	7/3/2022 - 7/10/2022 Summer Break	5/30/2022 - Memorial Day	Thurs - 5/5/2022 - Nursing
Mini - Term - B	7/11/2022	8/27/2022	Summer break		Thurs - 7/7/2022 - Nursing Mid
Term Code	Start Date	End Date	Break	Holidays	Orientation
Full Term	9/6/2022	12/17/2022	11/24/2022 -		Wed - 08/31/2022 - EMT & PARA
Mini - Term - A	9/6/2022	10/22/2022	11/25/2022	09/05/2022 - Labor Day	Thurs - 09/01/2022 - Nursing
Mini - Term - B	10/31/2022	12/17/2022	Thanksgiving Break		Thurs - 10/27/2022 - Nursing Mid
			Winter Break 12/18	3/2022 - 01/08/2023	
		н	CI College - West Palm Be	ach Campus 2023 Calendar	
Term Code	Start Date	End Date	Break	Holidays	Orientation
Term Code Full Term	Start Date 1/9/2023	End Date 4/29/2023		Holidays	Orientation Wed -1/4/2023 - EMT & PARA
			3/26/2023 - 4/2/2023	Holidays 1/16/2023 - MLK Jr. Day	
Full Term	1/9/2023	4/29/2023			Wed -1/4/2023 - EMT & PARA
Full Term Mini - Term - A	1/9/2023 1/9/2023	4/29/2023 2/25/2023	3/26/2023 - 4/2/2023		Wed -1/4/2023 - EMT & PARA Thurs - 1/5/2023 - Nursing
Full Term Mini - Term - A Mini - Term - B	1/9/2023 1/9/2023 3/6/2023	4/29/2023 2/25/2023 4/29/2023	3/26/2023 - 4/2/2023 Spring Break Break	1/16/2023 - MLK Jr. Day	Wed -1/4/2023 - EMT & PARA Thurs - 1/5/2023 - Nursing Thurs - 3/2/2023 - Nursing Mid
Full Term Mini - Term - A Mini - Term - B Term Code	1/9/2023 1/9/2023 3/6/2023 Start Date	4/29/2023 2/25/2023 4/29/2023 End Date	3/26/2023 - 4/2/2023 Spring Break Break 7/2/2023 - 7/09/2023	1/16/2023 - MLK Jr. Day	Wed -1/4/2023 - EMT & PARA Thurs - 1/5/2023 - Nursing Thurs - 3/2/2023 - Nursing Mid Orientation
Full Term Mini - Term - A Mini - Term - B Term Code Full Term	1/9/2023 1/9/2023 3/6/2023 Start Date 5/8/2023	4/29/2023 2/25/2023 4/29/2023 End Date 8/26/2023	3/26/2023 - 4/2/2023 Spring Break Break	1/16/2023 - MLK Jr. Day Holidays	Wed -1/4/2023 - EMT & PARA Thurs - 1/5/2023 - Nursing Thurs - 3/2/2023 - Nursing Mid Orientation Wed - 5/3/2023 - EMT & PARA
Full Term Mini - Term - A Mini - Term - B Term Code Full Term Mini - Term - A	1/9/2023 1/9/2023 3/6/2023 Start Date 5/8/2023 5/8/2023	4/29/2023 2/25/2023 4/29/2023 End Date 8/26/2023 6/24/2023	3/26/2023 - 4/2/2023 Spring Break Break 7/2/2023 - 7/09/2023	1/16/2023 - MLK Jr. Day Holidays	Wed -1/4/2023 - EMT & PARA Thurs - 1/5/2023 - Nursing Thurs - 3/2/2023 - Nursing Mid Orientation Wed - 5/3/2023 - EMT & PARA Thurs - 5/4/2023 - Nursing
Full Term Mini - Term - A Mini - Term - B Term Code Full Term Mini - Term - A Mini - Term - B	1/9/2023 1/9/2023 3/6/2023 Start Date 5/8/2023 5/8/2023 7/10/2023 Start Date	4/29/2023 2/25/2023 4/29/2023 End Date 8/26/2023 6/24/2023 8/26/2023	3/26/2023 - 4/2/2023 Spring Break Break 7/2/2023 - 7/09/2023 Summer Break Break	1/16/2023 - MLK Jr. Day Holidays 5/29/2023 - Memorial Day	Wed -1/4/2023 - EMT & PARA Thurs - 1/5/2023 - Nursing Thurs - 3/2/2023 - Nursing Mid Orientation Wed - 5/3/2023 - EMT & PARA Thurs - 5/4/2023 - Nursing Thurs - 7/6/2023 - Nursing Mid
Full Term Mini - Term - A Mini - Term - B Term Code Full Term Mini - Term - A Mini - Term - B Term Code	1/9/2023 1/9/2023 3/6/2023 Start Date 5/8/2023 5/8/2023 7/10/2023	4/29/2023 2/25/2023 4/29/2023 End Date 8/26/2023 6/24/2023 8/26/2023 End Date	3/26/2023 - 4/2/2023 Spring Break Break 7/2/2023 - 7/09/2023 Summer Break	1/16/2023 - MLK Jr. Day Holidays 5/29/2023 - Memorial Day	Wed -1/4/2023 - EMT & PARA Thurs - 1/5/2023 - Nursing Thurs - 3/2/2023 - Nursing Mid Orientation Wed - 5/3/2023 - EMT & PARA Thurs - 5/4/2023 - Nursing Thurs - 7/6/2023 - Nursing Mid Orientation
Full Term Mini - Term - A Mini - Term - B Term Code Full Term Mini - Term - A Mini - Term - B Term Code Full Term	1/9/2023 1/9/2023 3/6/2023 Start Date 5/8/2023 7/10/2023 Start Date 9/5/2023	4/29/2023 2/25/2023 4/29/2023 End Date 8/26/2023 8/26/2023 8/26/2023 End Date 12/16/2023	3/26/2023 - 4/2/2023 Spring Break Break 7/2/2023 - 7/09/2023 Summer Break Break 11/23/2023 -	1/16/2023 - MLK Jr. Day Holidays 5/29/2023 - Memorial Day Holidays	Wed -1/4/2023 - EMT & PARA Thurs - 1/5/2023 - Nursing Thurs - 3/2/2023 - Nursing Mid Orientation Wed - 5/3/2023 - EMT & PARA Thurs - 5/4/2023 - Nursing Thurs - 7/6/2023 - Nursing Mid Orientation Wed - 08/30/2023 - EMT & PARA

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 481 of 1026

Academic Calendar 2019 - 2024: Fort Lauderdale (Branch of West Palm Beach)

		HCI Co	ollege - Fort Lauderdale Ca	mpus 2019 Calendar	
Terms	Start Date	End Date	Break	Holidays	Orientation
EMT/PARA	9/3/2019	12/21/2019	11/28/2019 -	11/11/2019 -	Wed - 08/28/2019 - EMT & PARA
Full Term Nursing	10/28/2019	2/22/2020	11/29/2019	Veteran's Day	Thurs- 10/24/2019- Nursing
Mini - Term - A	10/28/2019	12/21/2019	Thanksgiving Break 12/22/2019-1/5/2020	1/20/2020 - MLK Jr.	
Mini - Term - B	1/6/2020	2/22/2020	Winter Break	Day	Thurs- 1/2/2020- Nursing Mid

		HCI Co	ollege - Fort Lauderdale Ca	mpus 2020 Calendar	
Terms	Start Date	End Date	Break	Holidays	Orientation
EMT/PARA	1/6/2020	4/25/2020			Thurs -1/2/2020 - EMT & PARA
Full Term Nursing	3/2/2020	6/20/2020	3/22/2020 - 3/29/2020	5/25/2020 - Memorial	Fri - 2/27/2020 - Nursing
Mini - Term - A	3/2/2020	4/25/2020	Spring Break	Day	
Mini - Term - B	5/4/2020	6/20/2020			Thurs - 4/30/2020 - Nursing Mid

Terms	Start Date	End Date	Break	Holidays	Orientation
EMT/PARA	5/4/2020	8/22/2020			Wed - 4/29/2020 - EMT & PARA
Full Term Nursing	7/6/2020	10/17/2020	6/28/2020 - 7/5/2020 Summer Break (EMT &	5/25/2020 - Memorial Day (EMT & PARA)	Thurs -7/2/2020 - Nursing
Mini - Term - A	7/6/2020	8/22/2020	PARA)	9/7/2020- Labor Day	
Mini - Term - B	8/31/2020	10/17/2020			Thurs -8/27/2020 - Nursing Mid
Terms	Start Date	E. J. D. J.			
	Start Date	End Date	Break	Holidays	Orientation
EMT/PARA	8/31/2020	12/19/2020	11/22/2020 -	Holidays	Orientation Wed - 08/26/2020 - EMT & PARA
			11/22/2020 - 11/29/2020		
EMT/PARA	8/31/2020	12/19/2020	11/22/2020 -	Holidays 1/18/2021- MLK Jr. Day	Wed - 08/26/2020 - EMT & PARA

HCI College - Fort Lauderdal	e Campus 2021 Calendar
nel conege i ort Ludueruur	

Terms	Start Date	End Date	Break	Holidays	Orientation
EMT/PARA	1/11/2021	5/1/2021		1/18/2021- MLK Jr.	Wed -1/6/2021 - EMT & PARA
Full Term Nursing	3/8/2021	6/26/2021	3/28/2021 - 4/4/2021	Day (EMT & PARA)	Thurs - 3/4/2021 - Nursing
Mini - Term - A	3/8/2021	5/1/2021	Spring Break	5/31/2021 -	
Mini - Term - B	5/10/2021	6/26/2021		Memorial Day	Thurs - 5/6/2021 - Nursing Mid

Terms	Start Date	End Date	Break	Holidays	Orientation
EMT/PARA	5/10/2021	8/28/2021			Wed - 5/5/2021 - EMT & PARA
Full Term Nursing	7/12/2021	10/23/2021	7/4/2021 - 7/11/2021 Summer Break (EMT &	5/31/2021 - Memorial Day (EMT & PARA)	Thurs -7/8/2021 - Nursing
Mini - Term - A	7/12/2021	8/28/2021	PARA)	9/6/2021- Labor Day	
Mini - Term - B	9/7/2021	10/23/2021			Thurs - 09/02/2021 - Nursing Mid
Terms	Start Date	End Date	Break	Holidays	Orientation
EMT/PARA	9/7/2021	12/18/2021	11/25/2021 -		Wed - 09/01/2021 - EMT & PARA
EMT/PARA Full Term Nursing	9/7/2021 11/1/2021	12/18/2021 2/26/2022	11/26/2021	1/17/2022- MLK Jr.	Wed - 09/01/2021 - EMT & PARA Thurs - 10/28/2021 - Nursing
•	- / / -			1/17/2022- MLK Jr. Day	

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 482 of 1026

		HCI C	ollege - Fort Lauderdale Ca	mpus 2022 Calendar	
Terms	Start Date	End Date	Break	Holidays	Orientation
EMT/PARA	1/10/2022	4/30/2022			Wed -1/5/2022 - EMT & PARA
Full Term Nursing	3/7/2022	6/25/2022	3/27/2022 - 4/3/2022	1/17/2022- MLK Jr. Day (EMT & PARA)	Thurs - 3/3/2022 - Nursing
Mini - Term - A	3/7/2022	4/30/2022	Spring Break	5/30/2022 - Memorial	
Mini - Term - B	5/9/2022	6/25/2022		Day	Thurs - 5/5/2022 - Nursing Mid
Terms	Start Date	End Date	Break	Holidays	Orientation
EMT/PARA	5/9/2022	8/27/2022			Wed - 5/4/2022 - EMT & PARA
Full Term Nursing	7/11/2022	10/22/2022	7/3/2022 - 7/10/2022	5/30/2022 - Memorial Day (EMT & PARA)	Thurs - 7/7/2022 - Nursing
Mini - Term - A	7/11/2022	8/27/2022	Summer Break (EMT & PARA)	9/5/2022- Labor Day	
Mini - Term - B	9/6/2022	10/22/2022	· ·		Thurs - 09/01/2022 - Nursing Mid
				1	
Terms	Start Date	End Date	Break	Holidays	Orientation
EMT/PARA	9/6/2022	12/17/2022	11/24/2022 - 11/25/2022 Thanksgiving Break Day		Wed - 08/31/2022 - EMT & PARA
Full Term Nursing	10/31/2022	2/25/2023		Day 1/16/2023- MLK	Thurs - 10/27/2022 - Nursing
Mini - Term - A	10/31/2022	12/17/2022	12/18/2022 -	Jr. Day	
Mini - Term - B	1/9/2023	2/25/2023	01/01/2023 Winter Break		Thurs - 1/5/2023 Nursing Mid
		нсі с	ollege - Fort Lauderdale Ca	mpus 2023 Calendar	·
		inci et			
Terms	Start Date	End Date	Break	Holidays	Orientation
EMT/PARA	1/9/2023	4/29/2023		1/16/2023- MLK Jr.	Wed -1/4/2023 - EMT & PARA
Full Term Nursing	3/6/2023	6/24/2023	3/26/2023 - 4/2/2023	Day (EMT & PARA)	Thurs - 3/2/2023 - Nursing
Mini - Term - A	3/6/2023	4/29/2023	Spring Break	5/29/2023 - Memorial	
Mini - Term - B	5/8/2023	6/24/2023		Day	Thurs - 5/4/2023 - Nursing Mid
			[
Terms	Start Date	End Date	Break	Holidays	Orientation
EMT/PARA	5/8/2023	8/26/2023	7/2/2023 - 7/09/2023	5/29/2023 - Memorial	Wed - 5/3/2023 - EMT & PARA
Full Term Nursing	7/10/2023	10/21/2023	Summer Break (EMT &	Day (EMT & PARA)	Thurs -7/6/2023 - Nursing
Mini - Term - A	7/10/2023	8/26/2023	PARA)	9/4/2023- Labor Day	
Mini - Term - B	9/5/2023	10/21/2023			Thurs -08/31/2023 - Nursing Mid
Terms	Start Date	End Date	Break	Holidays	Orientation
EMT/PARA	9/5/2023	12/16/2023	11/23/2023 -		Wed - 08/30/2023 - EMT & PARA

2/24/2024

12/16/2023

2/24/2024

11/24/2023

Thanksgiving Break

12/24/2023 -

01/07/2024 Winter

Break

Day 1/15/2024 MLK Jr.

Day

10/30/2023

10/30/2023

1/8/2024

Full Term Nursing

Mini - Term - A

Mini - Term - B

Thurs - 10/26/2023 - Nursing

Thurs - 1/4/2024 - Nursing Mid

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 483 of 1026

EXHIBIT 18

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 484 of 1026



CATALOG 2021

West Palm Beach #2077 (Main Campus) 1764 North Congress Avenue West Palm Beach, Florida 33409 (561) 586-0121 Office (561) 471-4010 Fax Administration Suite: 203 Classrooms & Labs: Ground Floor, Suite 204 and 205 Fort Lauderdale #5625 (Branch of West Palm Beach) 1201 W. Cypress Creek Road, Suite 101 Fort Lauderdale, FL 33309 (954) 626-0255 Office (754) 701-7318 Fax

1760 North Congress Avenue Suites 101 and 102 West Palm Beach, FL 33409

www.HCl.edu

March 2021



Certified true and correct in content and policy. Pedro De Guzman President and Chief Executive Officer Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 485 of 1026

HCI College

A Postsecondary, Vocational School

West Palm Beach (Main Campus) & Fort Lauderdale (Branch of West Palm Beach) Licensed by the Commission for Independent Education, Florida Department of Education. Additional information regarding this institution may be obtained by contacting the Commission at 325 West Gaines Street, Suite 1414, Tallahassee, FL 32399-0400 Toll-free telephone number (888) 224-6684.

<u>Accredited by</u>: **The Accrediting Commission of Career Schools and Colleges (ACCSC)** 2101 Wilson Boulevard, Suite 302 Arlington, VA 22201 (703) 247-4212 #M072133 West Palm Beach (WPB) & #BR072560 Fort Lauderdale (FL) (Branch of WPB)

<u>Licensed by</u>: Commission for Independent Education (CIE) Florida Department of Education (FLDOE) 325 West Gaines Street, Suite 1414 Tallahassee, Florida 32399-0400 (850) 245-3200, (888) 224-6684 #2077 West Palm Beach (Main Campus) & #5625 Fort Lauderdale (Branch of West Palm Beach)

The Florida Department of Health (DOH), Bureau of Emergency Medical Oversight; The DOH, Florida Board of Nursing (FBON); and The Florida State Fire College (FSFC) provide program approvals and are not licensing bodies.

The Florida Department of Health, Bureau of Emergency Medical Oversight 4052 Bald Cypress Way, Bin A-22 Tallahassee, FL 32399-1738 #107 West Palm Beach (Main Campus) & #165 Fort Lauderdale (Branch of West Palm Beach)

Program Approvals: Emergency Medical Technician (EMT) (Diploma) and Paramedic (Diploma), offered at West Palm Beach, Main Campus & Fort Lauderdale, Branch of West Palm Beach. Emergency Medical Services (EMS) & Fire Science (Associate of Science) programs are offered at West Palm Beach only.

Committee on Accreditation of Educational Programs for the Emergency Medical Services Professions (CoAEMSP) Accreditation

The HCI College Paramedic program at West Palm Beach received initial accreditation by the Commission on Accreditation of Allied Health Education Programs (CAAHEP) (www.caahep.org) on January 11, 2018.

The Florida State Fire College 1165 NW Gainesville Road Ocala, FL 34482-1486 (352) 369-2800 #12606 Program Approval: Fire Science (Courses) offered at West Palm Beach Main Campus only.

HCI COLLEGE STUDENT CATALOG 2021 – VOLUME IV | 3/17/2021

The Florida Department of Health, Florida Board of Nursing 4052 Bald Cypress Way Bin C-02 Tallahassee, Florida 32399-3252 (850) 488-0595 NPRN #70755 West Palm Beach (Main Campus) NPRN #704135 Fort Lauderdale (Branch of West Palm Beach)

Program Approved: Associate Degree in Nursing offered at Fort Lauderdale (Branch of West Palm Beach).

Member Of:

Florida Department of Education (FLDOE), Statewide Course Numbering System (SCNS) Florida Association of Postsecondary Schools & Colleges (FAPSC)

Statement of Legal Control:

HCI College is a for-profit Limited Liability Corporation and a subsidy of Florian Education Investors LLC, formed under the laws of the State of Delaware and authorized to transact business in the State of Florida.

Steve Hart and Larry Brown, Chairmen (Co-Chairs) Pedro De Guzman, President and Chief Executive Officer

HCI College West Palm Beach (Main Campus) and corporate offices are located at:

1764 North Congress Avenue Suite 203 West Palm Beach, FL 33409 (561) 586-0121 Office Hours: Monday -Thursday: 8:30 AM to 8:00 PM Friday: 8:30 AM to 4:00 PM Website: www.HCl.edu

HCI College Fort Lauderdale (Branch of West Palm Beach) offices are located at:

1201 W. Cypress Creek Road Suite 101 Fort Lauderdale, FL 33309 (954) 626-0255 Office Hours: Monday -Thursday: 8:30 AM to 8:00 PM Friday: 8:30 AM to 4:00 PM Website: www.HCl.edu

Table of Contents

Welcome to HCI College	9
Mission Statement	10
History and Philosophy	10
Goals	10
Accreditation, Certifications, Licenses & Memberships	10
Program Advisory	11
Administration	12
Academic and Professional Standards	13
Outcome Assessment	13
Commitment to Diversity	13
Admission Requirements	14
Emergency Medical Technician Diploma Program - Admission Requirements	14
Paramedic Diploma Program - Admission Requirements	14
Associate of Science Degree in Emergency Medical Services (A.S. in EMS - Admission Requirements	5) 15
Associate Degree in Nursing - Admission Requirements	15
Bachelor of Science Degree in Nursing – Online - Admissions Requirements	16
General Enrollment Requirements	16
Vaccination Policy	16
SmarterMeasure Policy	16
Test of Essential Academic Skills (TEAS) Policy	17
Wonderlic Scholastic Level Exam (SLE) Policy	17
Advanced Standing/Credit Transfer	17
Transferability of Credit	18
College-Level Examination Program [®] (CLEP [®]) Credit	18
Re-Admission	19
International Applicants	19
Orientation	19
Criminal History Record Disclosure & Drug Screening	19
Registration Priority	20
Continuous Enrollment Requirements	20
Availability/Cancellation	20
Audit Policy	20
Transcripts and Student Records	20
Tuition and Fees	21
F	Page 4

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 488 of 1026

Application and Registration Fees	21
Class Tuition and Fees	21
Current Tuition and Fees (except Nursing ADN and RN to BSN)	21
Current ADN Tuition and Fees	21
Current BSN Tuition and Fees	21
Financial Services	23
Types of Financial Aid	23
IONTuition	
Financial Aid Procedures	26
Scholarships	
Withdrawal Procedures	29
Add/Drop Period	
Refund Policy	
Cancellation/Withdrawal Refund Policy	
Return to Title IV Funds (R2T4) Policy	
Institutional Refund Policy	
Refund Schedule for EMT	
Refund Schedule	
Grading System	
GPA and CGPA Calculations	
Florida Statewide Course Numbering System	
Acceptance of Equal Courses Authority by Receiving Institution	
Appeal Procedures	
Attendance Policy	
Attendance Didactic	
Attendance – Clinical/Lab/and Externships	
Family Educational Rights and Privacy Act (FERPA)	
Satisfactory Academic Progress Policy	
Academic Financial Aid Grievance Process	
Required Grades	41
Dosage Calculation Test	41
Nursing Exit Exam Policy	
Leave of Absence Policy and Procedure	
Repeat Course Policy	43
Graduation Requirements	43
	Page 5

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 489 of 1026

Notice of Non-Discrimination and Harassment	43
School's Right to Change Catalog Requirements	43
The Americans with Disabilities Act of 1990 – The Rehabilitation Act of 1973, Section 504	
Title IX Compliance	
Sexual Harassment	
Reporting Discrimination or Harassment	45
Reporting Health or Safety Hazards	45
Campus Security Report	45
Drugs and Alcohol Policy	45
Academic Policies and Student Responsibilities	45
Ethical Code of Conduct	
Academic Dishonesty/Plagiarism	47
Exposure Policy Student/Employee	47
Exposure Flow Chart for Students and Employees	
Dress Code	
No Smoking Policy	
Student Grievance/Complaint Policy	
Student Complaint Right	51
Confidential Hotline	52
School Bulletin Board	52
Student Services Overview	52
Student Advising	53
Tutoring Services	53
Enrollment Verification	53
Transcript Requests	53
Placement and Career Services	53
Textbooks	53
Library and Educational Resources	53
Physical Facilities and Equipment	54
Academic Calendar	54
Homework and Make-Up Work	54
Clock/Credit Hour Description	55
Diploma Programs	55
Emergency Medical Technician & Paramedic	55
Instructional Modes for All Programs	55
	Page 6

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 490 of 1026

Testing	56
Psychomotor/Skills	56
Affective Learning	56
Written Exams	56
General Rules Regarding Exams in EMS Programs	56
Graduation Requirements for EMS Programs	56
Emergency Medical Technician (EMT) Program Description	57
EMT Program - Admissions Requirements	57
EMT Program – Clock Hour Breakdown	57
EMT Program - Tuition Breakdown	58
EMT Program - Goals and Objectives	58
EMT Program - Course Descriptions	58
Paramedic Program Description (Offered at West Palm Beach and Fort Lauderdale locations)	59
Paramedic Program - Admissions Requirements	59
Paramedic Program – Clock Hours Breakdown	59
Paramedic Program - Tuition Breakdown	59
Paramedic Program - Goals and Objectives	60
Paramedic Program - Course Descriptions	60
Paramedic Program - Graduation Requirements	61
Associate of Science Degree in Emergency Medical Services	62
A.S. EMS Program Description	62
A.S. EMS Program - Admissions Requirements	62
A.S. EMS Program - Goals and Objectives	62
A.S. EMS Program - Course Listing	62
EMS (EMT and Paramedic) Program Curriculum and Course Descriptions	63
A.S. EMS Program - Graduation Requirements	65
A.S. EMS Program – Tuition & Fees	65
Associate Degree in Nursing (ADN)	66
Nursing Program Description	66
Associate of Science Degree in Nursing (ADN) - Admissions Requirements	66
Nursing Program - Goals and Objectives	66
Nursing (ADN) Program - Tuition & Fees	66
Tuition and Fees Breakdown Per Semester:	67
Nursing Program - Graduation Requirements	67
Nursing Program – Course Listing	69
Page	7

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 491 of 1026

Nursing Program – Course Descriptions
Bachelor of Science RN to BSN Program72
RN to BSN Program Description72
RN to BSN Admissions Requirements
RN to BSN - Goals and Objectives
RN to BSN Core Courses - Tuition & Fees73
RN to BSN - Graduation Requirements73
RN to BSN – Course Listing
RN to BSN – Course Descriptions
General Education Course Descriptions76
Distance Learning Online General Education Courses77
General Education Objectives77
Academic Guidelines
Student Verification Statement
Student Verification Statement
Technical Requirements
Technical Requirements
Technical Requirements
Technical Requirements78Distance Learning Orientation – How Online Courses Work79Distance Learning Assignments79Distance Learning Exams/Quizzes80
Technical Requirements78Distance Learning Orientation – How Online Courses Work79Distance Learning Assignments79Distance Learning Exams/Quizzes80Distance Learning Discussions80
Technical Requirements.78Distance Learning Orientation – How Online Courses Work.79Distance Learning Assignments79Distance Learning Exams/Quizzes.80Distance Learning Discussions80General Education Course Descriptions81
Technical Requirements78Distance Learning Orientation – How Online Courses Work79Distance Learning Assignments79Distance Learning Exams/Quizzes80Distance Learning Discussions80General Education Course Descriptions81Administrator and Faculty82
Technical Requirements.78Distance Learning Orientation – How Online Courses Work79Distance Learning Assignments79Distance Learning Exams/Quizzes.80Distance Learning Discussions80General Education Course Descriptions81Administrator and Faculty82ACCSC Complaint Form95
Technical Requirements.78Distance Learning Orientation – How Online Courses Work.79Distance Learning Assignments79Distance Learning Exams/Quizzes.80Distance Learning Discussions80General Education Course Descriptions81Administrator and Faculty82ACCSC Complaint Form95Consumer Information Guide & Student Right to Know – West Palm Beach96

Welcome to HCI College

On behalf of our faculty and staff, I welcome you to HCI College. At HCI College, you will find professional career programs taught by experienced faculty with a passion for education. A professional degree from HCI College offers tremendous opportunity for a rewarding career in public health and safety. We are very proud of our excellent outcomes and success rates. Most of all, we are proud of our many graduates who are working in and contributing to the community.

The faculty at HCI College is comprised of caring individuals who are dedicated to making your experience both enjoyable and rewarding. These instructors are experts in the field, most often with advanced degrees and many years of industry experience. Under their guidance, our students receive the education necessary to transition from student to working professional.

I offer you my best wishes as you pursue your educational goals.

Sincerely,

Pedro De Guzman

Pedro De Guzman President & Chief Executive Officer

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 493 of 1026

Mission Statement

The mission of HCI College is to provide education and training to students for a career in a variety of areas within the healthcare and technical fields, and to prepare them for employment in their chosen field that serves the community.

History and Philosophy

HCI College began as Health Career Institute (HCI), a modest provider of American Heart Association (AHA) programs in 1993. Initially, courses were conducted on a custom basis for physicians, nurses, and EMS providers. HCI first offered its emergency medical technician (EMT) program in 2002, followed by a Paramedic program in 2005. In 2010 HCI moved into its current facility, which is both larger and better equipped, thereby allowing for the continued growth of the Institute's EMS and fire programs.

In 2013, Health Career Institute (HCI) introduced an exciting Associate Degree in Nursing program using industry seasoned staff and a practical approach to health-related community service programs. HCI offers students the opportunity to move through an applied career training program and into the workforce with confidence in their skills and preparation. In early 2015, HCI introduced another exciting nursing program, the Bachelor of Science in Nursing (BSN). The BSN program is 100% online and can be completed in as little time as 56 weeks, longer if needed. In addition, the General Education Courses for the Nursing (ADN), Emergency Medical Services (AS), and Fire Science (AS) programs are taught completely online.

On December 31, 2013, HCI was acquired by Florian Education Investors LLC (FEI), a company with proven leadership and extensive experience in management and growth of quality schools. FEI is controlled by Co-Chairs Steve Hart and Larry Brown. In 2016, HCI received initial accreditation and licensure approval for its Lauderdale Lakes campus (Branch of West Palm Beach), with a strong focus on quality nursing education.

In 2019 HCl added over 4,000 square feet to the West Palm Beach Campus and moved its Lauderdale Lakes branch to a newly remodeled 20,000 square foot facility in Fort Lauderdale. At the same time due to the commitment to providing quality higher education to the communities we serve Health Career Institute underwent a name change. Health Career Institute is now HCl College which stands for quality, care, respect, and professionalism.

HCI College is a private postsecondary educational college accredited by the Accrediting Commission of Career Schools and Colleges (ACCSC). HCI College's mission is to provide educational training that prepares students to enter the workforce. The school offers general education and professional programs at the diploma and the Associate of Science Degree (A.S.) levels in the fields of healthcare, nursing, emergency medical services (EMS), and fire science. These programs are designed to instill knowledge and skills under the current standards of professional practice as well as foster the values of higher education and social responsibility. HCI College employs a faculty and staff who are comprised of working paramedics, firefighters, and nurses in the pre-hospital and hospital settings.

Goals

At HCI College, our aim is to provide our students with an education whereupon graduation they are equipped to confidently enter the work force, and to successfully engage and compete with their peers and colleagues.

Our dedicated faculty and staff continually seek to improve our environment, skills, and professionalism to ensure that our mission is accomplished. By proactively pursuing our vision we will be able to accomplish our goals.

Accreditation, Certifications, Licenses & Memberships

HCI College is accredited by the Accrediting Commission of Career Schools and Colleges (ACCSC) (license #M072133 WPB & #BR072560 FL). HCI College is licensed by the Commission for Independent Education Florida Department of Education (License # 2077 WPB and #5625 FL).

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 494 of 1026

Various programs are approved by the following program-specific bodies:

Florida Fire Protection (FFP) Program: Florida State Fire College (Site #12606); **EMT** and **Paramedic Programs**: Florida Department of Health, Bureau of Emergency Medical Services (School Code 107 WPB and 165 FL)

ADN Nursing: Florida Department of Health (DOH), Board of Nursing (BON) (Licenses: NPRN #707055 (Teachout) and 704146 WPB, and NPRN #704135 FL)

EMT, Paramedic, Nursing, and General Education courses are approved for *academic* transfer through the Florida Statewide Course Numbering System (SCNS). FFP courses are approved for *occupational* transfer through the SCNS. *Copies of the approvals and licenses for Health Career Institute/HCI College are on display in West Palm Beach Suite 203 lobby and in Fort Lauderdale Suite 101 lobby.*

Program Advisory

HCI College has two Advisory Boards per campus. The first serves the EMS, Fire Science programs and the second guides the Nursing programs. Both Advisory Boards consist of current students, graduates, Public Safety and Health Care employers, and providers from the community. In addition, the Campus President, faculty, and staff members may attend Advisory Board meetings. The Advisory Boards meet at least twice a year to discuss issues such as new program development, curriculum, compliance with standards and regulations, and community involvement. The Advisory Boards also provide valuable feedback to faculty and staff regarding current trends and expectations within their respective professional communities.

Administration

Co-Chairmen	Larry Brown and Steven Hart
President and Chief Executive Officer	Pedro De Guzman
Vice President of Academic and Regulatory Affairs	Dr. Arlette Petersson, Ed.D.
Vice President of Finance	Ryan Miller, BS, CPA
Vice President of Administration	Caren Stewart
Campus President (West Palm Beach and Fort Lauderdale)	David Shelpman, Jr., MHRM

Responsibility for the organization and governance of HCI College rests with the Officers of HCI College. The Officers exercise responsibility for the establishment of the basic policies that govern the operation of the school. They meet on a regular basis to review the implementation of these policies. The Officers are primarily concerned with the academic quality of the institution, and regularly review data that allow them to ensure that the institution meets the needs of both the students and the communities the institution serves.

The President and Chief Executive Officer (CEO) is responsible for ensuring that the institution achieves its mission through the effective and efficient management of its financial and academic resources. To that end, the President and CEO reserves the right to administer the staff and faculty. The Company President and CEO is charged with overall responsibility for the administration of the school, including the implementation of Company Policy at the campus. Assisting the President in these activities is the staff of HCI College, which shares responsibility for the administration of several key functions. These functions include but are not limited to: fiscal and property management, student services, information systems, institutional research, marketing, and development.

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 496 of 1026

Academic and Professional Standards

HCI College requires that all students meet the standards of the profession for which they are preparing. Students are required to complete certain academic and field training requirements and are expected to conduct themselves in a manner consistent with professional ethics at all times. Professional conduct requires the faithful discharge of all responsibilities undertaken during externships and clinical rotations as well as the maintenance of respectful interpersonal relationships with all individuals.

HCI College is committed to the development of students into professionals who demonstrate high levels of integrity. All programs have been designed to be challenging and demanding. These programs require that students apply themselves continually throughout their academic program.

Outcome Assessment

One of the distinctive characteristics of a career school is its emphasis on outcome-based education. That is, rather than awarding students credit based on the amount of material covered or classroom hours completed the school identifies specific competencies for each course and program. Students must acquire and perform these skills with proficiency in order to earn credit. HCI College is committed to a process of continuous improvement through the policies, procedures, and practices involved in the implementation of the Institution's educational programs. The assessment strategies employed by HCI College are designed by the faculty on the basis of programmatic goals and curriculum objectives. These include academic skills, behaviors, and knowledge appropriate for the level of education, National Standards where applicable, and disciplines in which the degrees are offered as well as the specific outcomes of courses and field experiences that collectively constitute the various programs. These assessment and evaluation strategies occur at the individual, class, program, department, and institution levels.

Commitment to Diversity

HCI College prepares students to serve populations with diverse social, ethnic, economic, and educational experiences. Both the academic and training curricula provide an environment in which students can develop the skills, knowledge, and attitudes essential to working with people from a wide range of backgrounds.

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 497 of 1026

Admission Requirements

Applicants should apply for admission order to be officially accepted into a program or class. To begin the application process, the applicant can visit our website at <u>www.HCl.edu</u> or call HCl College at **(561) 586-0121 (West Palm Beach campus), (954) 626-0255 (Fort Lauderdale campus),** or come into our office for a tour and visit with our Admissions Representative. Please note that all requisite documents are required to be submitted before starting classes.

Emergency Medical Technician Diploma Program - Admission Requirements

In order to begin the Emergency Medical Technician Diploma Program, an applicant must:

- Complete and sign an application including payment of the application fee.
- Pass a criminal background check (within the past 12 months)¹.
- Pass and have a current (within the past six months) 10 panel drug screen¹.
- Be 18 years of age prior to the start of classes
- Pass the Wonderlic Scholastic Level Exam (SLE) with a minimum score of 17 (please see the Wonderlic policy for more for further information)
- Provide a valid Driver's License or government issued photo ID
- Have a current physical (within the past 12 months) signed by a physician
- Have current PPD, proof of Titers, and proof of current American Heart Association Basic Life Support (BLS)
- Provide proof of High School graduation (Diploma), or successful completion of the General Education Development test (GED), or may provide a recognized equivalent of a high school diploma, or verification of graduation from an Associate degree or higher program from an accredited college or university. Acceptance of any of the documents listed above is at the sole discretion of the Institution.

¹Certain findings on background checks or drug screen can hinder or prevent a student from clinical/ride placement or pursuing licensure in most program fields offered by HCI College.

Paramedic Diploma Program - Admission Requirements

In order to begin the Paramedic Diploma Program, an applicant must:

- Complete and sign an application including payment of the application fee.
- Pass a criminal background check (within the past 12 months)¹.
- Pass and have a current (within the past six months) 10 panel drug screen¹.
- Be 18 years of age prior to the start of classes
- Provide a valid Driver's License or government issued photo ID
- Have a current physical (within the past 12 months) signed by a physician
- Have current PPD, proof of Titers, and proof of current American Heart Association Basic Life Support (BLS)
- Current license as a Florida State EMT. HCI College EMT graduates must receive their Florida EMT license prior to Semester II of the of the Paramedic Program
- Provide proof of High School graduation (Diploma) or successful completion of the General Education Development test (GED), or recognized equivalent of a high school diploma, or verification of graduation from an Associate degree or higher program from an accredited college or university. Acceptance of any of the documents listed above is at the sole discretion of the School.

¹Certain findings on background checks or drug screen can hinder or prevent a student from clinical/ride placement or pursuing licensure in most program fields offered by HCI College.

Associate of Science Degree in Emergency Medical Services (A.S. in EMS - Admission Requirements)

(Offered at West Palm Beach Location)

In order to begin the Associate of Science Degree in EMS, an applicant must:

- Complete and sign an application including payment of the application fee.
- Pass a criminal background check (within the past 12 months)*
- Pass and have a current (within the past six months) 10 panel drug screen*
- Be 18 years of age prior to the start of classes
- Provide a valid Driver's License or government issued photo ID
- Have a current physical (within the past 12 months) signed by a physician*
- Have current PPD, proof of Titers, and proof of current American Heart Association Basic Life Support (BLS)*
- Provide proof of High School graduation (Diploma) or successful completion of the General Education Development test (GED) or recognized equivalents of a high school diploma or provide verification of graduation of an Associate degree or higher from an accredited college or university. Acceptance of any of the documents listed above is at the sole discretion of the School.
- Be currently licensed as a Paramedic
- Meet HCI College's technical requirements
- Pass the SmarterMeasure Learning Readiness Indicator with a minimum score of 70% in Technical Competency, 70% in Life Factors, and 60% in Technical Knowledge (please see the SmarterMeasure policy for more information).

*Not required if transferring in a Paramedic Program (45 credits)

Associate Degree in Nursing - Admission Requirements

(Offered at West Palm Beach and Fort Lauderdale locations) Effective March 5, 2019 In order to begin the Associate Degree in Nursing, an applicant must:

Complete and sign an application including payment of the application fee.

- Pass a criminal background check (within the past six months)¹.
- Pass and have a current (within the past six months) 10 panel drug screen¹.
- Have a current physical (within the past 12 months) signed by a physician
- Be 18 years of age prior to the start of classes.
- Provide a valid Driver's License or government issued photo ID.
- Provide proof of High School graduation (Diploma) or successful completion of the General Education Development test (GED), or recognized equivalents of a high school diploma, or provide verification of graduation of an Associate degree or higher from an accredited college or university. Acceptance of any of the documents listed above is at the sole discretion of the School.
- Meet HCI College's technical requirements
- Pass the SmarterMeasure Learning Readiness Indicator with a minimum score of 70% in Technical Competency, 70% in Life Factors, and 60% in Technical Knowledge (please see the SmarterMeasure policy for more information).
- Pass the Test of Essential Academic Skills (TEAS) with a minimum composite score of 55 (please see the TEAS policy for further information).
- Pass the Test of Essential Academic Skills (TEAS) with a minimum composite score of 55 (please see the TEAS policy for further information) or earn a minimum score of 80 on each of the following sections on the HESI A2 Exam: Reading Comprehension, Grammar, Vocabulary and Knowledge, Anatomy and Physiology, and Math. The results of the HESI A2 will be accepted for up to one year after the test date of the exam.

¹Certain findings on background checks or drug screen can hinder or prevent a student from clinical/ride placement or pursuing licensure in most program fields offered by HCI College.

Bachelor of Science Degree in Nursing - Online - Admissions Requirements

(Offered at West Palm Beach location)

BSN students are to have completed their Associate Degree in Nursing or equivalent prior to admission. Applicants will receive 60 credits for transfer, of which 15 must be in general education. In order to begin the Bachelor of Science Degree in Nursing, an applicant must:

- Complete and sign an application including payment of the application fee.
- Be 18 years of age prior to the start of classes
- Provide a valid Driver's License or government issued photo ID
- Provide proof of High School graduation (Diploma) or successful completion of the General Education Development test (GED) or recognized equivalents of a high school diploma or provide verification of graduation of an Associate degree or higher from an accredited college or university. Acceptance of any of the documents listed above is at the sole discretion of the School.
- Have a current registered nurse license with completion of their Associate Degree in Nursing or equivalent prior to admission, provide proof of an active RN license, and provide transcripts with proof of completion of their Associate Degree in Nursing.
- Meet HCI College's technical requirements
- Pass the SmarterMeasure Learning Readiness Indicator with a minimum score of 70% in Technical Competency, 70% in Life Factors, and 60% in Technical Knowledge (please see the SmarterMeasure policy for more information).

General Enrollment Requirements

In order to begin the enrollment process at HCI College an applicant must:

- Complete the Application Requirements above
- Complete and sign an enrollment agreement
- Schedule payment of tuition and fees

Vaccination Policy

Nursing and Allied health programs have vaccination requirements, and the requirements vary by program. Details related to these individual requirements are in each program's handbook.

SmarterMeasure Policy

- All applicants to the Associate Degree in Nursing, the Associate of Science Degree in Emergency Medical Services, and the Bachelor of Science Degree in Nursing programs will be required to pass the SmarterMeasure Learning Readiness Indicator with a minimum score of 70% in Technical Competency, 70% in Life Factors, and 60% in Technical Knowledge.
- The SmarterMeasure Learning Readiness Indicator is a web-based assessment which measures a learner's readiness for succeeding in an online and/or technology rich learning program based on non-cognitive indicators of success.

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 500 of 1026

- SmarterMeasure indicates the degree to which an individual student possesses attributes, skills, and knowledge
 that contribute to success in learning.
- If the prospective student does not achieve the minimum score the first time, they must wait a minimum of 72 hours after the first testing date before taking the test for a second time. If a student is unsuccessful on the second attempt, they must wait 12 months before they are eligible to test again.

Test of Essential Academic Skills (TEAS) Policy

- All Students entering the Nursing Program will be required to achieve a minimum TEAS composite score of 55 to be admitted into the ADN program. The minimum TEAS composite score will be truncated at 55.
- If the prospective student does not achieve the minimum score the first time, they must wait a minimum of 72 hours after the first testing date before taking the test for a second time. If a student is unsuccessful on the second attempt, they must wait 12 months before they are eligible to test again.
- Prospective students seeking to enroll at HCI College may transfer the TEAS score from another institution. In order to transfer the TEAS score, the minimum composite score must be 55 or higher, and must be completed no more than 12 months from the date of enrollment at HCI College.
- HCI College will not permit students who have taken the TEAS at either of its locations to transfer the score to another institution.
- Tests are administered at both the West Palm Beach and Ft. Lauderdale campuses.

Wonderlic Scholastic Level Exam (SLE) Policy

- All Students entering the Emergency Medical Technician program must pass the Wonderlic Scholastic Level Exam (SLE) with a minimum score of 17
- If the prospective student does not achieve the minimum score the first time, they must wait a minimum of 72 hours after the first testing date before taking the test for a second time. If a student is unsuccessful on the second attempt, they must wait 12 months before they are eligible to test again.
- Once a passing score is earned, the SLE score is valid for 12 months from the date of administration.
- Tests are administered at both the West Palm Beach and Ft. Lauderdale campuses

Advanced Standing/Credit Transfer

HCI College may accept transfer credits for a course completed in other post-secondary institutions when comparable in scope and content to HCI College's own coursework. HCI College does not accept experiential learning in lieu of transfer credits. HCI College will evaluate the comparability, applicability, source, and age of the previously earned credit; academic preparedness of the student at the time of credit transfer, grade earned for the credit transferred and apply a systematic, consistent process for determining whether to accept the credit earned at other institutions. In order for transfer of credit to be accepted it must meet the minimum criteria:

- Transfer grade must be a "C" or higher for all general education courses and must have been completed in the past ten (10) years from the prospective student's start date to be considered for transfer with the exception for the following courses which must have been completed in the past two (2) years from the prospective student's start date:
 - o BSC 2085C Anatomy and Physiology I
 - o BSC 2086C Anatomy and Physiology II
 - MCB 2010C Microbiology
- Transfer course code level must be equal to or greater than the credit to be awarded
- Credit amount must be equal to or greater to be awarded
- Transfer credit must have been earned from a nationally or regionally accredited institution

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 501 of 1026

 HCI College will not accept transfer credits for Nursing Core classes except for the Licensed Practical Nurses stipulation stated below.

Licensed Practical Nurses (LPN) with an unencumbered license upon meeting all other admission criteria will receive transfer credits for NUR1023 and NUR1023L if they pass the RN Fundamentals exam with a level II or higher. The fee for the RN Fundamentals exam is \$39. Applicants must pay the \$39 fee for the RN Fundamentals exam prior to taking the exam. The exam will be administered at HCI College. There are no exceptions or a second attempt on the exam. LPNs who meet the above criteria must complete NUR1022L at HCI College.

Official transcripts must be received by the registrar's office no later than the first day of the term of which the student is scheduled to start.

A petition for credit for prior training will be evaluated by the Registrar, or the Vice President of Academic and Regulatory Affairs. Official transcripts and course descriptions (if the course differs from the state numbering system) are required to approve applicable credit. At a minimum, 25% of the credits required for non-degree and undergraduate degree programs must be completed at HCI College in order to receive a certificate, diploma, or a degree from the school awarding the degree.

Transfer Students must complete the following:

- All General Admissions Requirements
- All program specific Requirements
- HCI College application, application fee, and enrollment agreement
- Request that an official transcript from previous institution(s) be sent to HCI College
- Meet with the appropriate school official to review transcripts for potential transfer of credits

Transferability of Credit

HCI College does not guarantee credit transfer in to or out of the school. Transferability is always at the discretion of the receiving college. It is the student's responsibility to confirm whether or not credits will be accepted by another institution. The course numbers that appear in this catalog and on transcripts are part of the Florida Statewide Course Numbering System, which is a statewide system of prefixes and numbers developed for use by all public postsecondary and participating private institutions in Florida to enable ease of transfer of credits by identifying courses which are equivalent.

College-Level Examination Program® (CLEP®) Credit

HCI College recognizes many adult college students do not have the opportunity to provide college transfer credits for various general education courses. Therefore, HCI College will review the results of the CLEP for credit examination. CLEP is a national program of examinations that can be used to evaluate non-traditional college level education. It provides students the ability by passing the CLEP exam to advance in their program. A student must receive a converted score of 50 points or higher to receive transfer credit for the course. Converted score of 50 is equivalent to a "C" grade for the course. HCI College will only accept the following CLEP exams:

- College Composition Equivalent to ENG1101 English Composition I
- Introductory Psychology Equivalent to PSY2012 General Psychology
- College Mathematics Equivalent MGF1106 Liberal Arts Mathematics

The general education courses listed above must have been completed in the past ten (10) years from the prospective student's start date to be considered for transfer.

Official CLEP transcripts must be received by the registrar's office no later than the first day of the term of which the student is scheduled to start.

Re-Admission

Students who have been previously withdrawn from HCI College (HCI) will have 90 days from the last date of attendance to reapply under the terms of their current enrollment agreement (EA).

Entrance requirements:

- 1. Background check must be completed within six months prior to re-enrollment start date if applicable
- 2. Drug screening must be completed within six months prior to re-enrollment start date if applicable

After 90 days, all students must reapply for admission and meet all current enrollment requirements of the institution and the program to which they are reapplying. This includes, but is not limited to: the application, application fee, entry exams, background and drug test, physical, current enrollment agreement, no outstanding obligations to the school, and meet satisfactory academic progress.

HCI College reserves the right to deny re-admission to any student based solely on its own discretion. A student who is reapplying to the same program within 12 months of the withdraw date will not have to pay the application fee.

International Applicants

Because our mission is to train students for permanent jobs in the United States, we can admit only those who are United States citizens or who possess documents authorizing them to take permanent employment in the U.S.

Orientation

New students are required to participate in an orientation program prior to beginning classes. This program is designed to acquaint students with the policies of the school and introduce them to staff and faculty members, who will play an important part in the student's academic progress. The registration/orientation session is specific to each program. Please consult with the program director or admissions representative for the time, date and location.

Criminal History Record Disclosure & Drug Screening

- Students enrolled in the Emergency Medical Technician Program, Paramedic Program, Associate of Science Degree in Nursing (ADN), and Associate of Science Degree Emergency Medical Services at HCI are subject to a criminal background check and a ten-panel drug screen prior to enrollment to ensure they are qualified to meet occupational or employment requirements, clinical or externship placement requirements, or licensure standards for programs in nursing and allied health.
- Enrollment for students may not be granted when the background check identifies a conviction, pending case, or unresolved deferral/diversion for any felonies or misdemeanors (refer to HCI policy for background checks).
- Positive background checks must be approved for waiver by one of the following: Program Director, Dean of Academics, Vice President of Regulatory and Academic Affairs, the Vice President of Administration, the Campus President/Campus Director, and/or Designee.
- A student's inability to obtain criminal background clearance may preclude opportunities for program completion, clinical/field/hospital placement, ability to sit for National Exams, and job placement.

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 503 of 1026

- Enrollment for students may not be granted when the drug test identifies the use of certain recreational or prescribed drugs. HCI reserves the right to administer drug screenings throughout the period of student attendance.
- Individual traits, such as health, past criminal conduct, work history, drug use, and financial history can adversely impact the student's ability to sit for exams leading to licensure, and employment opportunities despite successfully passing all academic requirements for graduation.
- The student will be required to sign a Waiver Acknowledgement Form regarding a positive background check, stating that the student is aware that their background may affect the completion of obtaining licensure, externship, or placement in their desired career field.

Registration Priority

The following will be considered when selecting and prioritizing applicants for Admission:

- Admission is based on first come first serve basis.
- Completion of the application packet and satisfaction of all pre-requisites for individual programs, including required financial payment.
- A letter will be sent to any student that is not accepted for enrollment.

The following materials are made accessible to the student prior to the first day of

class:

- Agendas/Schedules/Program Objectives
- Catalog
- List of textbooks/online textbooks

Continuous Enrollment Requirements

Students must be continuously enrolled in the program from the time of entry through graduation.

Availability/Cancellation

While the school makes every effort to provide sufficient course sections for students, the school reserves the right to reschedule any start date for a class in which there is insufficient enrollment.

Audit Policy

Students may audit a course based on class/seat availability. To audit a course, students must obtain the permission of the Dean of Academics and/or the Campus President/Director and submit a request at the time of registration. All materials/textbooks and fees are the financial responsibility of the student.

Transcripts and Student Records

The Registrar maintains academic records for each student. The Registrar issues transcripts to students upon successful completion of a program. For additional transcripts the School will issue a transcript only upon receipt of a signed (original), written request form, which is available for download on our website: <u>www.HCl.edu</u>, or from the Registrar's office, or complete the digital form on the College's website. The Registrar will release official transcripts only when the student has met all their financial obligations to the school. Students that meet the requirements of the program in which they are enrolled will receive an official transcript as well as a diploma and/or a degree as applicable.

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 504 of

1026

Tuition and Fees

Application and Registration Fees

An application fee is charged for processing initial applications. All tuition costs and fees are subject to change without notice. Fees will not be changed for currently enrolled students as long as they remain a student in good standing.

Class Tuition and Fees

The Officers establish tuition annually. In addition, special fees are associated with some classes. The schedule of tuition and fees is published with each program/course description in this catalog. Each program will show a breakdown of total costs per course, including books and other materials. All fees are due at the time of registration. A student may not attend classes until all tuition and fees have been submitted. Students withdrawn for non-payment will not be reinstated into their classes, unless there is a documented Institution error that resulted in the withdrawal. No registration will be complete until all fees have been paid in full. In certain programs, students may be required to purchase equipment, uniform components, or insurance.

Current Tuition and Fees (except Nursing ADN and RN to BSN)

Tuition Rate for Paramedic	\$220 per credit hour
Tuition Rate for Emergency Medical Technician	\$391.67 per credit hour
General Education Courses	\$645 per credit hour
Application Fee	\$150
Non-Refundable Returned Check Fee	\$36

Current ADN Tuition and Fees

Tuition Rate	\$750 per credit hour
Medical Pre-Requisite General Education	\$645 per credit hour
General Education Courses	\$645 per credit hour
Application Fee	\$50
Non-Refundable Returned Check Fee	\$36

Current BSN Tuition and Fees

Tuition Rate	\$250 per credit hour
Application Fee	\$150
Non-Refundable Returned Check Fee	\$36
Non-Refundable Registration Fee Nursing	\$450 per semester (includes, Electronic, or
	hard copy textbooks

Payments may be made by check (made payable to HCI College), or credit card. No cash is accepted. HCI College accepts the following credit cards: VISA, MasterCard, American Express, or Discover. HCI College participates in the Florida Prepaid College Fund* and Bright Futures Scholarships Program* Florida Prepaid College Board Contact: (800) 552-4723 Bright Futures Scholarship Program Contact: (888) 827-2004

Financial Aid is available to those who qualify.

HCI College is approved for participation in various funding programs offered through the Veterans' Administration. We accept Veterans Benefits and/or Qualifying Dependent Benefits. The GI Bill provides educational funding to veterans, guardsmen, and reservists as well as qualified dependents. The amount of money allotted the student is determined by the Department of Veteran Affairs. If the student drops or withdraws from a course the payment is either lessened or stopped completely as applies. To determine if you are qualified to receive VA Benefits you must contact the Department of Veterans Affairs to obtain a Certificate of Eligibility.

VA Pending Payment Policy: Students Rights and Responsibilities

In accordance with Title 38 US Code 3679 subsection (e), HCI College adopts the following additional provisions for any students using U.S. Department of Veterans Affairs (VA) Post 9/11 G.I. Bill* (Ch. 33) or Vocational Rehabilitation & Employment (Ch. 31) benefits, while payment to the institution is pending from the VA. HCI College <u>will not</u>:

- Prevent the student's enrollment;
- Assess a late penalty fee to the student;
- Require the student to secure alternative or additional funding;
- Deny the student access to any resources (access to classes, libraries, or other institutional facilities) available to other students who have satisfied their tuition and fee bills to the institution.

However, to qualify for this provision, such students may be required to:

- Produce the VA Certificate of Eligibility (COE) by the first day of class;
- Provide a written request to be certified;
- Provide additional information needed to properly certify the enrollment as described in other institutional policies

*These Students are required to provide paperwork from Florida Prepaid College Board, Bright Futures, or VA to the Financial Aid Department, Suite 101 (Fort Lauderdale) or 102 (West Palm Beach), prior to completion of registration.

Return of Federal Armed Forces Tuition Assistance

HCI College will return any unearned Federal Tuition Assistance (TA) funds (Armed Forces) on a prorate basis through at least the 60% portion of the period for which the funds were provided. TA funds are earned proportionally during an enrollment period, with unearned funds returned based upon when a student stops attending. These funds are returned to the military service branch.

Unused TA Policy

Active-Duty Students

The institution shall calculate the amount of TA refund based on the percentage of weeks the student has attended at the time of withdrawal. The chart below illustrates the percentage by week.

Proportion of Semester Taught	TA Funds Refund Percentage
Weeks 1-2	100%
Week 3	80%
Week 4	73%
Week 5	67%
Week 6	60%

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 506 of 1026

Week 7	53%
Week 8	46%
Week 9	0%

Instances when a Service member stops attending due to a military service obligation, the institution will work with the affected Service member to identify solutions that will not result in student debt for the returned portion.

Financial Services

GENERAL INFORMATION

The United States Department of Education has determined HCI College is an institution eligible to participate in Federal Student Aid financial aid programs for its approved programs. The Financial Aid Department at HCI College provides assistance to nursing students requesting financial aid to assist with paying tuition and other education-related expenses incurred while in attendance at HCI College. The Financial Aid Department has established procedures to assure fair and consistent treatment of all applicants.

HCI College believes the primary responsibility for educational costs rests foremost with a student and their family. However, financial aid is available to those who qualify to meet the difference between students' resources and actual needs. The total costs associated with attending HCI College, including but not limited to tuition and fees, books, supplies, room and board, personal expenses, and allowable travel expenses are examined to determine each student's eligibility for financial aid.

Students requesting financial aid must submit a <u>Free Application for Federal Student Aid (FAFSA)</u> using FAFSA-onthe-Web at <u>www.fafsa.ed.gov</u> or use the FAFSA Mobile App.. HCI College uses the information submitted by students and their families (if applicable) to determine eligibility for financial aid. The information students submit on the FAFSA is confidential.

HCI College maintains full-time Financial Aid staff to meet students' needs. Students are encouraged to make appointments with the Financial Aid department to ensure they obtain the funding needed for their college investment.

Financial Options (if applicable and eligible):

- 1. Apply for Federal Financial Aid Programs
- 2. Apply for Private Funding
- 3. Other Sources (check, credit card)

Other sources must be discussed with the Financial Aid Department.

Types of Financial Aid

Financial aid is available for those who qualify. The College's Financial Aid Advisors will explain all available options. Some of the funding is subject to availability. The amount of Financial Aid Nursing students qualify for is based on each student's Cost of Attendance, Expected Family Contribution (EFC), enrollment status (full time, ¾ time, ½ time, less-than-half time), and length of attendance within the academic year.

GRANTS

Substantial financial need determines Grant eligibility. Grants are not required to be repaid unless a student becomes ineligible. Students must maintain Financial Aid Satisfactory Academic Progress as defined and outlined in the HCI College's Satisfactory Academic Progress Policy.

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 507 of

1026

Federal Pell Grant

A Federal Pell Grant is a financial aid award to assist students with the greatest financial need in paying for their education. Pell Grants do not have to be repaid unless a student becomes ineligible. Eligibility for a Federal Pell Grant is based on several factors, as determined by the EFC calculated using the information submitted on the <u>Free</u> <u>Application for Federal Student Aid (FAFSA)</u>. Using the EFC number and other criteria, a Pell Grant award is determined. Students with a bachelor's degree or higher are not eligible for a Federal Pell Grant even if they are attending an undergraduate program. The Federal Pell Grant is limited to a lifetime of six full-time years of funding, referred to as Pell Lifetime Eligibility Usage (LEU).

Iraq and Afghanistan Service Grant

The Iraq and Afghanistan Service Grant is a federal financial aid award for students who are not Pell-eligible due only to having less financial need than is required to receive Pell fund, and whose parent or guardian died as a result of military service in Iraq or Afghanistan after the events of 9/11. A student may receive an Iraq and Afghanistan Service Grant for no more than twelve (12) semesters or the equivalent (roughly six years).

LOANS

HCI College offers a variety of loans to assist students in meeting their educational costs. Educational loans must be repaid. Interest rates vary depending on the type of loan, and a minimum monthly payment may be required while attending HCI College.

FEDERAL STAFFORD LOAN PROGRAM

Effective July 1, 2013, interest rates will be established each year for Direct Subsidized, Direct Unsubsidized, and Direct PLUS loans for which the first disbursement is on or after July 1 through the following June 30. The rate will be the sum of a uniform "index rate" plus an "add-on" that varies depending on the type of loan (Subsidized/Unsubsidized or PLUS) and the grade level (undergraduate or graduate/ professional). Thus, interest rates will be the same for Direct Subsidized Loans and Direct Unsubsidized Loans taken out by an undergraduate student. The interest rate for a loan, once established, will apply for the life of the loan – that is, the loan will be a fixed-rate loan.

For Subsidized and Unsubsidized loans for undergraduate students first disbursed on or after July 1, 2020 and before July 1, 2021 the fixed interest rate is 2.75%. Borrowers with other outstanding loans may be eligible to consolidate eligible loans into one consolidated payment. Students should refer to their Loan Entrance counseling package for additional information.

DIRECT SUBSIDIZED STAFFORD LOAN

The Subsidized Stafford Loan program provides low interest loans through the U.S. Department of Education's Direct Loan Program. The maximum annual loan amount for the first academic year is \$3,500 for undergraduate students, less origination and other fees (if applicable). The federal government pays the interest while the borrower is in school at least half-time. Borrowers of Subsidized Stafford Loans first disbursed on or after July 1, 2014 are once again eligible for an interest subsidy during the 6-month grace period. Interest does not begin to accrue until the student leaves school or anytime that their enrollment drops below a halftime status, and after the grace period has ended. Subsidized Federal Stafford loans provide many flexible repayment plans as outlined in the loan counseling materials. Payments are based on the repayment plan selected by the student.

For first time borrowers after July 1, 2013, there is a limit on the maximum period (measured in academic years) that a student can receive Direct Subsidized Loans. In general, students may not receive Direct Subsidized Loans for more than 150% of the published length of their program. This is called the "maximum eligibility period". Students can find the published length of their program of study in the school's catalog. After a student has received Direct Subsidized Loans. However, for the maximum eligibility period, they are no longer eligible to receive additional Direct Subsidized Loans.

the student may continue to receive Direct Unsubsidized Loans. Students may also lose interest subsidy on previously received loans.

DIRECT UNSUBSIDIZED STAFFORD LOAN

If a student does not qualify for a full or partial Subsidized Stafford Loan based on financial need, or needs additional loan funding, they may qualify for an Unsubsidized Stafford Loan through the U.S. Department of Education's Direct Loan Program. The federal government does not pay the interest on unsubsidized loans while the student is in school. Student loan borrowers are responsible for all interest that accrues on the loan while enrolled, during the grace period, and any deferment periods. Students may elect to make interest payments while in school to avoid the capitalization of interest and lower the overall repayment debt. The repayment period for a Direct Unsubsidized Loan begins the day after the grace period ends.

Independent students can borrow up to \$9,500 (Subsidized and Unsubsidized combined) for the first academic year. Dependent students can borrow up to \$5,500 (Subsidized and Unsubsidized combined) for the first academic year.

DIRECT PLUS LOAN (FOR PARENTS)

The Direct PLUS loan is available to parents who wish to apply for additional assistance for their dependent child's education. A parent's decision not to apply for a PLUS loan does not guarantee the dependent student may receive additional financial aid assistance. The amount of the PLUS loan cannot exceed the student's cost of attendance less other student aid awarded. PLUS loans through the Federal Direct Loan Program disbursed on or after July 1, 2020 and before July 1 2021 will have a fixed rate of 5.30%. Loan repayment begins immediately after the final loan disbursement for the loan period is made; however, parents may apply for a deferment. Payments will include both principal and the interest that accumulates.

See the summary of loan information below; students should contact their Financial Aid Department to receive further information regarding the maximum Federal Stafford annual loan amounts for subsequent academic years.

FEDERAL STAFFORD LOAN PROGRAM SUMMARY

Direct Subsidized Stafford Loan

The federal government pays the interest on a subsidized student loan during in-school status of at least half time, the grace period and authorized deferment periods. Prior to 7/1/14, some borrowers may be responsible for the interest during the grace period.

Loan Limits:

- First Year \$3500
- Second Year \$4500
- Third or Fourth Year \$5500

Additional Direct Unsubsidized Stafford Loan (Dependent Students whose parents were not denied a PLUS loan)

The student is responsible for interest charged during all periods, including while attending school, during grace period and deferment period.

- Loan Limits
- First Year \$2000
- Second Year \$2000
- Third or Fourth Year \$2000

Direct Unsubsidized Stafford Loan (Independent Students and Dependent Students whose parents were denied a PLUS loan)

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 509 of 1026

The student is responsible for interest charged during all periods, including while attending school, during grace period and deferment period.

Loan Limits

- First Year \$6000
- Second Year \$6000
- Third or Fourth Year \$7000

AGGREGATE LIMITS FOR SUBSIDIZED/UNSUBSIDIZED LOANS

Type of Loan	Subsidized Limit	Aggregate Limits (Subsidized and Unsubsidized)
Dependent Undergraduate	\$23,000	\$31,000
(Excludes students whose parents	cannot borrow P	LUS)
Independent Undergraduate	\$23,000	\$57,500
(Includes dependent students who	se parents canno	t borrow PLUS)
Direct Plus Loan – Eligibility base credit check, cost of attendan financial aid awarded.		Cost of Attendance less other financial aid awarded.

IONTuition

HCI College offers IonTuition, to help our students manage their budget and student loans. Your Financial Aid Advisor will help you register for an account during the admission process.

Financial Aid Procedures

Prospective HCI College students seeking financial aid assistance must create an FSA ID and submit the <u>Free</u> Application for Federal Student Aid (FAFSA).

- Create your FSA ID at <u>www.StudentAid.gov/fsaid</u>. Students and parents (if students are dependent) are required to use an FSA ID, made up of a username and password, to access and submit personal data at U.S. Department of Education websites. Your FSA ID is used to confirm your identity and electronically sign your federal student aid documents.
- 2. Submit the FAFSA at <u>www.fafsa.ed.gov</u> or using the FAFSA Mobile App.

Many funds are limited and are awarded on a first come, first served basis to students who have the greatest financial need. Instructions are available in HCI College's Financial Aid Department. Students must submit a FAFSA and an appointment must be made with the Financial Aid Director.

After the FAFSA is processed, HCI College will receive an electronic Institutional Student Information Record (ISIR), and the student will receive a Student Aid Report (SAR) from the U.S. Department of Education, usually between three and thirty days of submission. HCI College highly advises students and parents to review the SAR for accuracy, and if there are any errors, meet with the Financial Aid department for guidance before making any corrections.

If verification is required or if other documentation is requested, all items must be provided to the Financial Aid Director by the designated deadline to avoid processing delays or loss of eligibility. The Financial Aid Director will explain the procedures if this situation arises, since it could occur on a case-by-case basis.

After all documentation is gathered and verified for accuracy, the Financial Aid department will submit relevant paperwork to appropriate agencies and will follow up to ensure financial aid files are processed in a timely manner. The Financial Aid

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 510 of 1026

department is the liaison between the outside agencies and lenders, and the students. The Financial Aid department ensures students are aware of their responsibilities, tuition and all other educational costs are paid, lenders receive correct paperwork, and all documents are executed and tracked correctly and accurately.

The Financial Aid department is dedicated to helping students understand and comply with the forms and paperwork necessary to navigate through the financial aid application process. As such, students will be informed when they are required to re-apply for financial aid each academic and/or award year.

NOTE: A student's financial aid is solely the responsibility of the student. Each student is responsible for correctly completing all applications and submitting paperwork in a timely manner. If HCI College does not receive a student's financial aid while the student is in attendance in school, the student is responsible for all tuition and fees due at the time of graduation, expulsion, or withdrawal.

Student Rights

All HCI College students have the right to:

- Know when they will receive their financial aid;
- A copy of the documents describing HCI College's accreditation or licensing;
- Information about HCI College programs, its instructional, laboratory and other physical facilities, and its faculty;
- Information relating to job placement rates;
- Information concerning the cost of attendance;
- Information about the refund policy for students who withdraw;
- Reconsideration of their aid package if they believe a mistake has been made, or if enrollment, or financial circumstances have changed;
- Information regarding how HCI College determines whether a student is making Financial Aid Satisfactory Progress, and if not, the nature of the procedures;
- Information concerning special facilities and services that are available under the Americans with Disabilities Act;
- Information as to financial assistance available, including information on federal, state, local, private, and institutional financial aid programs;
- Information identifying the Financial Services personnel, where they are located on campus, and how, and when they may be contacted;
- Information concerning how financial aid recipients are selected for various programs;
- Information concerning how financial aid eligibility is determined;
- Information regarding how much financial need has been met;
- Information concerning each type and amount of assistance in the financial aid package
- Information regarding interest rates on any student loans, the total amount that must be repaid, the length
 of time to repay, when repayment must begin, and what cancellation or deferment (postponement)
 provisions apply;
- Information regarding Federal Work Study jobs, including the type of job, hours the student must work, a
 job description including job duties, the rate of pay, and the manner in which payroll is issued;
- Know who the academic advisors are and how to contact them;
- Information concerning academic and administrative policies;
- Fair, equal, and non-discriminatory treatment of all school personnel;
- Access to student records;
- Freedom of academic expression.

Student Responsibilities

It is the responsibility of each HCI College student to:

- Abide by HCI College's student codes of conduct;
- Read, understand, and retain copies of all forms provided by HCI College personnel;
- Review and consider all information about HCI College programs prior to enrollment;
- Pay special attention to the <u>Free Application for Federal Student Aid (FAFSA)</u>, complete it accurately and submit it on time to the right place because errors may delay or prevent financial aid eligibility;
- Apply and re-apply for financial aid by the published or advised deadlines;
- Provide all documentation, corrections, and/or new information requested by HCI College personnel or agencies to which applications were submitted;
- Notify HCI College of any information that has changed since the initial application for financial aid was submitted;
- Repay all student loans;
- Attend an Exit Interview at the school if any loans were awarded and disbursed;
- Notify HCI College and lender(s) of any changes in name, address, or attendance status;
- Understand HCI College's refund policy, outlined in this catalog;
- Read the contents of the Enrollment Agreement carefully;
- Purchase or otherwise furnish books and supplies;
- Abide by the Federal Work Study program requirements, if applicable;
- Maintain HCI College property in a manner that does not deface, destroy, or harm it.

Scholarships

HCI College Scholarship Programs

The Dr. Steven Keehn Professional Scholarship

The Dr. Steven Keehn Scholarship is awarded based on the following criteria:

Guidelines: The Emergency Medical Professional Scholarship will be available for all active Emergency Services Personnel employed as a Paramedic with an HCI College approved Fire Department. The scholarship is applicable only for the Associate of Science Degree in Emergency Medical Services program.

- The student must be enrolled in the Associate of Science in Emergency Medical Services degree.
- The student must be taking at least three credits per term/six per semester.
- Provide proof of Paramedic Licensure and/or provide proof of active employment as an Active Emergency Services Personnel role. i.e.- Offer letter, official letterhead document from Human Resources Department, President/CEO or hiring manager.
- This scholarship can only be used to cover direct cost incurred by the student (e.g., tuition, fees, etc.). It cannot
 be used to cover other educationally related expenses that a student may have (e.g., travel, room & board, etc.).
 If eligible scholarship recipients receive other forms of financial aid funds that cover all the direct intuitional costs
 for the program, the recipient will not be eligible to receive the scholarship.

The Dr. Steven Keehn Scholarship will be awarded \$1,135 per class at the beginning of each semester not to exceed \$5,685 in total. To apply, students should provide above documents to the Campus President for approval.

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 512 of 1026

***Note:** HCI reserves the right to alter, modify or terminate the Emergency Service Scholarship at any time at the sole discretion of the school. To receive the scholarship tuition credit student must comply with all written requirements. Failure to comply at any point will result in immediate termination of tuition credit.

HCI College Associate in Nursing Scholarship

The objective of this scholarship program is to encourage the timely application, preparation, testing, and success on the NCLEX-RN exam for first time testers. To qualify, the candidate must provide their Director of Nursing with all the following documentation:

- Must pass the ATI Predictor in the Capstone course and complete any remediation plan as assigned by the Director of Nursing. Upon successful completion HCI College will pay the fees associated with testing for the Florida Board of Nursing applications.
- Upon successfully fulfilling the graduation requirements and any assigned remediation the Director of Nursing will approve and release official transcripts to the Florida Board of Nursing for an Authorization to Test (ATT). ***The student is required to provide a copy of the e-mail with the ATT from the Florida Board of Nursing to the Director of Nursing.
- The student is required to submit the e-mail confirmation of the Pearson Vue scheduled test date.
- The student is required to provide a copy of their Nursing license, including the license number from the Florida Board of Nursing website.

After verification of passing the NCLEX-RN on the first attempt, the student will receive a scholarship payment of \$1,000. The student must test within 45 days of receiving Authorization to Test (ATT) from the Board of Nursing to receive the \$1,000 payment.

*****Note:** Scholarships are available to those who qualify. HCI reserves the right to alter, modify or terminate the HCI College Associate in Nursing Scholarship at any time at the sole discretion of the school. To receive tuition credit, the student must comply with all written requirements. Failure to comply will result in no tuition credit, and any application fees paid by HCI will be added to the ledger and be the sole responsibility of the student.

Withdrawal Procedures

- Notice of withdrawal should be made in person by submitting a Withdrawal Form to the Registrar, and the date of determination will be the date the student submits the Withdrawal Form. The Withdrawal Form and procedure may be obtained from HCI College's Registrar in Suite 101 at the West Palm Beach Campus or in Suite 101 at the Fort Lauderdale Campus or on HCI College's website: <u>www.HCI.edu</u>.
- 2. If a student is withdrawn by the school for absenteeism based on the attendance policy, the student's last date of attendance will be the withdrawal date. The date of determination will be no later than 14 days after the student's last date of attendance.
- 3. If a student is withdrawn by the school for failure to maintain required grades or passing rate, the date of determination will be no later than 14 days after the student's last date of attendance, which will be the same day as the last failed exam or make-up exam.
- 4. The student understands and agrees that the school may change locations during the course of my enrollment. Further, the student understand that should they decide to discontinue their enrollment on or after the date of that relocation, that their refunds (if any) will be calculated using this policy.

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 513 of

1026

Add/Drop Period

HCI College has a 14 day add/drop period for core courses and a seven day add/drop period for General Education courses.

Refund Policy

Cancellation/Withdrawal Refund Policy

HCI College offers a refund to students who withdraw from the program, or to the sources from which the student's prepaid fees came, according to the schedule outlined below. This refund is based on tuition. Any student wishing to withdraw should complete and sign a Withdrawal Form. The Withdrawal Form and procedure may be obtained at HCI College's registration desk in Suite 101 at the West Palm Beach Campus or Suite 101 at the Fort Lauderdale Campus or on HCI College's website: www.HCI.edu.

A Student wishing to cancel an enrollment or withdraw may complete a Withdrawal/Cancellation Form. This form is available at <u>www.HCl.edu</u> or from the Registrar in Suite 101 at the West Palm Beach Campus or Suite 101 at the Fort Lauderdale Campus.

HCI College will refund monies paid by students in the following manner:

- All monies will be refunded if the applicant is not accepted by the school or if the student cancels within three
 (3) business days after signing the Enrollment Agreement and making payment.
- Cancellation after the third (3rd) business day, but before the first day of class, will result in a refund of all monies paid with the exception of the non-refundable application fee.
- Any textbooks and uniform polo shirts that were issued must be returned to the school unused to receive the refund for those items.
- Refunds will be made within 30 calendar days of date of the cancelation with proper submission of a Withdrawal/Cancellation Form by the student. Written notification may be submitted by email, fax or in person.
- Refunds will be made within 30 calendar days of the first day of class if no written notification is provided by the student.

Return to Title IV Funds (R2T4) Policy

The requirements for federal financial aid when a student withdraw are separate from the Institutional Refund Policy, as such a student may still owe a balance to the Institution for unpaid institutional charges. Federal regulations specify how the Institution must determine the amount of Federal financial aid the student is entitled to have earned when a student withdraws from the Institution.

The percentage amount of Federal financial aid a student has earned during a semester/pay period is calculated based on the total number of calendar days completed in a semester/pay period divided by the total number of calendar days in the payment period. For students who withdraw during the semester/pay period the school will perform the return calculation on a payment period basis.

The amount of assistance earned is determined on a pro-rata basis, up through the 60% point in each semester/pay period. For example, if you completed 30% of your semester/pay period, you earn 30% of the FSA assistance you were originally scheduled to receive. After the 60% point of the semester/pay period, a student has earned 100% of the Title IV funds he or she was scheduled to receive during the period. Any time a student begins attendance in at least one course but does not begin attendance in all the courses he or she was scheduled to attend, regardless of whether the student is a withdrawal or graduate, the institution must review to see if it is necessary to recalculate the student's eligibility for funding received based on a revised enrollment status and the cost of education.

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 514 of 1026

The Order of the Return of Title IV Funds

The return of Title IV funds under the Federal Refund Policy follows a specific order, as follows:

(1) Unsubsidized Direct Loan, (2) Subsidized Direct Loan, (3) Perkins Loan (if applicable), (4) Direct PLUS Loan, (5) Pell Grant, (6) Federal Supplemental Educational Opportunity Grant (FSEOG), (7) Other Title IV

Institutional Refund Policy

The refund schedule is as follows:

- 1. All monies paid will be refunded* if the applicant is not accepted by the College, or if the student cancels within three (3) business days after signing the Enrollment Agreement and making payment. The applicant that has not visited the College facility prior to signing the Enrollment Agreement will have the opportunity to withdraw without penalty within (three days) following either the regularly scheduled orientation procedures or following a tour of the College facilities and inspection of equipment. The nonrefundable Application is fully refundable (not to exceed \$150).
- 2. *Returned check fees and transfer credit fees are non-fundable.
- 3. Withdrawal after the third business day, but before the first day of class, will result in a refund of all monies paid except for the non-refundable application fee (not to exceed \$150).
- 4. Any textbooks, uniforms, and equipment issued must be returned to the College unused to receive full refund for those items.
- Refunds will be made within 30 calendar days of date of the cancelation with proper submission of a Withdrawal/Cancellation Form by the student. Written notification may be submitted by email at faxed to (561) 471-4010, or in person to the Business Office Manager.
- 6. Refunds will be made within 30 calendar days of the first day of class if no written notification is provided by the student.

*Tuition for the EMT program will be refunded on a pro-rated basis. The pro-rata refund will apply to the proportion of the Semester taught of the Enrollment Term (as defined by Program).

*Tuition for the EMT program will be refunded on a pro-rated basis. The pro-rata refund will apply to the proportion of the Semester taught of the Enrollment Term (as defined by Program). In the online courses, if no activity is logged within the first seven days of each scheduled class then HCI College reserves the right to withdraw the student for nonparticipation; monies will be refunded according to the refund schedule for EMT below.

Refund Schedule for EMT

Proportion of Semester Taught	Tuition Refund Percentage
0% through and including 40%	Pro-Rata
More than 40% and including 50%	40%
More than 50%	0% (No Tuition Refund)

Refund Schedule

HCI College will refund tuition paid by a Student in the following manner:

 Students who withdraw during the 14 day add/drop period for core courses and seven day add/drop period for General Education courses will receive a 100% refund of all monies paid for tuition, fees, and supplies (excluding the nonrefundable application fee). Students who attend beyond the 14 day add/drop period for

Case 9:22-cv-81883-RAR Document 141-2 Entered on FLSD Docket 12/19/2023 Page 515 of 1026

core courses and seven day add/drop period for General Education courses will be responsible for 100% of the tuition and fee charges for the period of enrollment (semester).

- The Withdrawal Date for refund computation will be one of the following:
 - The date Withdrawal/Cancellation Form signed by Student.
 - The date of withdrawal for unsatisfactory progress.
 - The date of withdrawal for excessive absences will be the last date of attendance.

Grading System

Student performance is recorded in grades as follows:

A = 90-100 = 4 grade points	Excellent
B = 80-89 = 3 grade points	Very Good
C = 70-79 = 2 grade points	Good
D = 60-69 = 1 grade point	Poor
F = 0.59 = 0 grade points	Failure
I = Incomplete	
T = Transfer	
AU = Audit	
P = Pass *(For certain designate	d courses only. See Course Descriptions below)
NC = No Credit	
R = Re-Take	
NS = No Show (Does not calcula	te into attempted credits)
W = Withdrawn (withdrawal at	student's request)
WA = Withdrawn (withdrawal fe	or academic-related reason)
WX = Withdrawn for Excessive	Absences
Z = Withdrawn (withdrawal bef	fore add/drop period)

TR = Internal grade used by the School to indicate a transfer of shift

Note: The institution will utilize C., D. and F. grades on transcripts. C., D., F. grades do not fulfill graduate requirements. Students who have earned C., D., F. grades on their transcripts must repeat the course and pass with the appropriate grade in order to fulfill graduation requirements.

GPA and CGPA Calculations

- The Grade Point Average (GPA) is calculated for all students.
- The GPA is calculated at the end of each semester period by dividing the grade points earned by the total credits attempted for that evaluation period.
- Cumulative Grade Point Average (CGPA) is calculated by dividing the total cumulative grade points earned by the total cumulative credits.
- The number of grade points awarded for each course is determined by multiplying the points listed for each letter grade by the number of credits for the course.

Grades and reports of a student's progress may be mailed, posted, or given to the student at the end of each semester. Students may request an unofficial copy of their grade history at any time.