Phone: 877-374-4991
Fax: 228-396-3457
Email: info@coastalfamilyhealth.org
Address: 10467 Corporate Drive,
Gulfport, MS 39503
www.coastalfamilyhealth.org

Student Shadowing Agreement

This Student Shadowing Agreement ("Agreement") is entered into by and between Coastal Family Health Center, Inc. ("CFHC"), a Federally Qualified Health Center, and St. Martin High School ("School") for the purpose of allowing eligible students to participate in a supervised, observational shadowing experience in accordance with HRSA and FTCA requirements.

1. **Purpose and Regulatory Alignment**
   The purpose of this Agreement is to provide students with exposure to healthcare careers through observation only. This Agreement is structured to comply with Health Resources and Services Administration (HRSA) program expectations, the Federally Supported Health Centers Assistance Act (FSHCAA), and Federal Tort Claims Act (FTCA) risk management principles. Students are not considered providers, workforce members, volunteers, or covered individuals for FTCA purposes.

2. **Scope of Shadowing Experience**
   Students may observe designated CFHC staff in non-invasive settings. Students shall not:
   - Provide patient care or clinical services
   - Independently access or use electronic health records
   - Participate in hands-on procedures
   - Make clinical decisions or recommendations

   All observations will be structured to minimize risk and protect patient privacy.

3. **Responsibilities of Coastal Family Health Center, Inc.**
   CFHC agrees to:
   - Designate qualified staff to supervise students at all times.
   - Ensure students are not held out as providers, volunteers, or staff.
   - Provide orientation on safety, infection control, confidentiality, and conduct.
   - Ensure compliance with HIPAA, HRSA program requirements, and FTCA risk management standards.
   - Limit student access to patient care areas as appropriate.
   - Retain the right to immediately terminate a student's participation for safety, privacy, or compliance concerns.

4. **Responsibilities of St. Martin High School**
   The School agrees to:
   - Verify student eligibility and appropriateness for a healthcare environment.
   - Obtain written parental/guardian consent for participation.
   - Maintain student accident/health insurance coverage.
   - Educate students on confidentiality, professionalism, and behavioral expectations.
   - Address and manage disciplinary actions related to student conduct.

5. **Responsibilities of the Student**
Students agree to:
- Comply with all CFHC policies and instructions.
- Maintain strict confidentiality and comply with HIPAA requirements.
- Wear appropriate professional attire and identification.
- Refrain from recording, photographing, or removing any patient or CFHC information.
- Immediately report safety concerns to supervising staff.

6. **Confidentiality and HIPAA Compliance**
Students must sign a confidentiality acknowledgment prior to participation. Students are not members of CFHC's workforce as defined by HIPAA and may only observe information incidental to their experience. Any breach of confidentiality may result in immediate removal and notification to the School.

7. **Liability, Risk Management, and FTCA Clarification**
Students are not deemed employees, contractors, volunteers, or covered individuals of CFHC for purposes of FTCA malpractice coverage. CFHC does not extend professional liability coverage to students. The School agrees to indemnify and hold harmless CFHC from claims arising from student acts or omissions, except as required by law.

8. **No Employment, Volunteer, or Training Relationship**
Nothing in this Agreement shall be construed to create an employment, volunteer, residency, internship, or training program relationship under HRSA or FTCA definitions.

9. **Term and Termination**
This Agreement is effective upon execution and remains in effect for one (1) year unless terminated earlier by either party with written notice. After one year, this agreement will automatically renew for successive one-year periods unless terminated by either party.

10. **Governing Law**
This Agreement shall be governed by the laws of the State of Mississippi.

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

Coastal Family Health Center, Inc.

By: _____

Title: CEO

Date: 2/13/26

St. Martin High School

By: _____

Title: CTE Director

Date: 7/7/26

Mission Statement:
Coastal Family Health Center strives to provide quality comprehensive patient-centered care to the community regardless of one's economic status.

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (this "Agreement") is effective as of "February 13, 2026 Signed", (the "Effective Date"), and is entered into between Coastal Family Health Center, Inc. ("Covered Entity") and St. Martin High School ("Business Associate"), (individually, a "Party" and collectively, the "Parties") and supersedes and amends any prior business associate agreement, and any amendments thereto between the Parties.

RECITALS

WHEREAS, Covered Entity and Business Associate have entered into, or are entering into, or may subsequently enter into, agreements or other documented arrangements (collectively, the "Business Arrangements"), including but not limited to an Agreement for Collaboration, dated February 13, 2026, effective date of contract (the "Underlying Agreement"), pursuant to which Business Associate may provide services for Covered Entity that require Business Associate to access, create and use health information that is protected by state and/or federal law;

WHEREAS, Business Associate will create or receive from or on behalf of Covered Entity, or have access to, Protected Health Information ("PHI") in the course of providing services ("Services"); and

WHEREAS, pursuant to the Health Insurance Portability and Accountability Act of 1996 and its implementing administrative simplification regulations (45 CFR §§ 160-164) ("HIPAA") as either have been amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act and its implementing regulations, as Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (the "HITECH Act"), Covered Entity is required to enter into this Agreement with Business Associate.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the Parties, intending to be legally bound, agree as follows:

I. DEFINITIONS

A. Catch-all definition:

i. The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

B. Specific definitions:

i. Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean St. Martin High School.

ii. Covered Entity. "Covered Entity" shall generally have the same

meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Coastal Family Health Center, Inc.

iii. HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164, and the regulations promulgated thereunder, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH), and is permitted to use or disclose such information only in accordance with such laws and regulations.

II. EFFECT OF AGREEMENT

The Parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the Parties to comply with HIPAA.

III. BUSINESS ASSOCIATE OBLIGATIONS AND ACTIVITIES

A. Business Associate agrees to:

i. Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;

ii. Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;

iii. Report to Covered Entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;

iv. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;

v. Make available protected health information in a designated record set to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524;

vi. Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526; Maintain and make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528;

vii. To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s); and

viii. Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

B. Permitted Uses and Disclosures: Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to (1) perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Underlying Agreement, provided that such use or disclosure would not violate HIPAA if made by Covered Entity or (2) as required or permitted by applicable law, rule, regulation, or regulatory agency or by any accrediting or credentialing organization to whom a Party is required to disclose such PHI. In addition, Business Associate may:

i. use PHI, if necessary, for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate;

ii. disclose PHI, if necessary, if the following requirements are met:

(a) the disclosure is required by law; or

(b) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached; and

(c) use PHI to provide Data Aggregation services to Covered Entity as permitted by HIPAA.

C. Restrictions: Business associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity except for the specific uses and disclosures set forth below.

D. Business Associate Agents: Business Associate shall ensure that its agents, including subcontractors, to whom it provides PHI agree to the same restrictions and conditions that apply to Business Associate pursuant to this Agreement with respect to PHI and Electronic PHI. Notwithstanding the foregoing, the Underlying Agreement shall determine and control whether and under what conditions, if any, that the Business Associate may utilize agents and/or subcontractors.

E. Appropriate Safeguards; Security: Business Associate shall implement appropriate and commercially reasonable safeguards to prevent use or disclosure of PHI other than as permitted in this Agreement. Effective as of the date Covered Entity is required to comply with 45 C.F.R. Part 164 Subpart C, Business Associate shall implement Administrative, Physical and Technical Safeguards that reasonably and appropriately protect the Integrity, Availability, and Confidentiality of Electronic

PHI. Business Associate shall report to Covered Entity in writing within twenty-four (24) hours of any Security Incident of which it becomes aware.

F. Government Access to Records: Business Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary of the Department of Health and Human Services for purposes of determining Covered Entity's compliance with HIPAA. Business Associate shall provide Covered Entity with a copy of any PHI that Business Associate provides to the Secretary concurrently with providing such PHI to the Secretary.

G. HITECH Act: Business Associate and Covered Entity hereby agree that the provisions of HIPAA and the HITECH Act that apply to business associates and that are required to be incorporated by reference in a business associate agreement are incorporated into this Agreement as if set forth in this Agreement in their entirety and are effective as of the applicable effective date of each such provision. Business Associate hereby further agrees to comply with all requirements of HIPAA, the HITECH Act and each of their implementing regulations that are applicable to business associates commencing as of the applicable effective date of each such provision.

H. Reporting of Improper Use or Disclosure: Business Associate shall report to Covered Entity in writing within twenty-four (24) hours of any actual or suspected violations of this Agreement or any actual or suspected Breach of Unsecured PHI. An actual or suspected Breach shall be treated as discovered by Business Associate as of the first day on which such Breach is known to the Business Associate, its employees, officers or other agents, or, by exercising reasonable diligence, should have been known to Business Associate, its employees, officers or other agents. Business Associate's notification to Covered Entity, to the extent possible, shall include the identity of each Individual whose Unsecured PHI has been, or is reasonably believed to have been, breached and be in substantially the same form as ***Attachment A*** hereto. Business Associate further agrees to fully cooperate in good faith with and to assist Covered Entity in complying with the requirements of HIPAA and the HITECH Act, including without limitation, the provision of written notices to affected Individuals following the discovery of a Breach of Unsecured PHI if requested by Covered Entity.

I. Mitigation: Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI or Unsecured PHI by Business Associate in violation of the requirements of this Agreement, HIPAA or the HITECH Act.

J. Availability of PHI: To the extent that the Parties mutually agree in writing that PHI is part of a Designated Record Set, and that such Designated Record Set (or a portion thereof) is to be maintained by Business Associate, as set forth and agreed

to in ***Attachment B***, Business Associate shall within ten (10) days after a written request from Covered Entity:

i. provide access, at the request of Covered Entity, and in the time and manner designated by Covered Entity, to such PHI to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR § 164.524; and

ii. make amendments to such PHI as directed or agreed to by Covered Entity in accordance with the requirements of 45 CFR § 164.526.

K. Accounting Rights: Business Associate shall document disclosures of PHI and information related to such disclosures and, within ten (10) days after Covered Entity's written request, shall provide to Covered Entity or to an Individual, in time and manner designated by Covered Entity, information collected in accordance with this Section, as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.

IV. COVERED ENTITY'S OBLIGATIONS

A. Notice: Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 CFR § 164.520, as well as any subsequent changes to the Covered Entity's notice of privacy practices, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

B. Changes in Access by Individual: Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by an Individual to use or to disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures.

C. Restrictions on Use and Disclosure of PHI: Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.

V. TERMINATION

A. Term: The Term of this Agreement shall be effective as of the date set forth above and shall terminate when Business Associate ceases to perform the Services as set forth above; provided, however, that certain obligations shall survive termination of this Agreement as set forth in Sections V(C) and VI(F).

B. Termination for Cause: Covered Entity may immediately terminate this Agreement in the event that Business Associate breaches any provision of this Agreement. In its sole discretion, Covered Entity may permit Business Associate the ability to cure or to take substantial steps to cure such material breach to Covered Entity's

satisfaction within thirty (30) days after receipt of written notice from Covered Entity. Covered Entity may additionally report any Breaches to the Secretary.

C. Termination of Business Arrangement: Upon termination of all Business Arrangements, either party may terminate this Agreement by providing written notice to the other party.

D. Obligations of Business Associate Upon Termination: Upon termination of this Agreement for any reason, Business Associate shall return to Covered Entity [or, if agreed to by Covered Entity, destroy] all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that the Business Associate still maintains in any form. Business Associate shall retain no copies of PHI.

i. Upon termination of this Agreement for any reason, Business Associate, with respect to PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:

(a) Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

(b) Return to Covered Entity [or, if agreed to by Covered Entity, destroy] the remaining PHI that the Business Associate still maintains in any form;

(c) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate retains the PHI;

(d) Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out above, which applied prior to termination; and

(e) Return to Covered Entity [or, if agreed to by Covered Entity, destroy] the PHI retained by business associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

E. Survival: The obligations of Business Associate under this Section shall survive the termination of this Agreement.

VI. MISCELLANEOUS

I. Amendment to Comply with Law: The Parties acknowledge that it may be necessary to amend this Agreement to comply with modifications to HIPAA, including but not limited to statutory or regulatory modifications or interpretations by a regulatory agency or court of competent jurisdiction. No later than sixty (60) days after the effective date of any such modifications, the Parties agree to use good

faith efforts to develop and execute any amendments to this Agreement as may be required for compliance with HIPAA.

II. Amendment: The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law. This Agreement may be amended or modified only in writing signed by the Parties.

III. No Third Party Beneficiaries: Nothing expressed or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

IV. Governing Law: This Agreement shall be governed by and construed in accordance with HIPAA and its implementing administrative simplification regulations, the HITECH Act and its regulations, and the laws of the State of Mississippi without regard to conflicts of law principles.

V. Paragraph Headings: The paragraph headings in this Agreement are for convenience only. They form no part of this Agreement and shall not affect its interpretations.

VI. Indemnification: Business Associate shall indemnify and hold Covered Entity, and its employees, officers, directors, independent contractors, agents and representatives, harmless from and against all claims, liabilities, judgments, fines, assessments, penalties, awards or other reasonable expenses, of any kind or nature whatsoever, including, without limitation, attorneys' fees, expert witness fees, and costs of investigation, litigation or dispute resolution, relating to or arising out of any breach of this Agreement by Business Associate, including without limitation, (1) expenses Covered Entity incurs in notifying affected Individuals of a Breach caused by Business Associate or its subcontractors or agents and (2) any penalties, sanctions, assessments, or charges incurred by Covered Entity resulting from Business Associate's failure to comply with the terms and conditions of Sections III(F) and III(G) of this Agreement. The obligations set forth in this Section VI(F) shall survive termination of this Agreement, regardless of the reasons for termination.

VII. Entire Agreement: This Agreement in conjunction with the Business Arrangements and any attachments, exhibits and schedules of this Agreement and/or the Business Arrangements constitutes the entire agreement between the parties with respect to the matters contemplated herein and supersedes all previous and contemporaneous oral and written negotiations, commitments, and understandings relating thereto.

(Remainder of page intentionally left blank)

(Signature page follows)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized representatives to be effective as of the Effective Date.

COASTAL FAMILY HEALTH CENTER, INC.:	ST. MARTIN HIGH SCHOOL:
By: _____	By: _____
Name: Angel Greer	Name: Steven Covington
Title: Chief Executive Officer	Title: CTE Director
Date: 4/23/2026	Date: 7/7/26

Attachment A

Notification to Covered Entity about a Breach of Unsecured PHI

This notification is made pursuant to Section III (H) of the Business Associate Agreement (the "Agreement") between _____ ("Covered Entity") and _____ ("Business Associate").

Business Associate hereby notifies Covered Entity that there has been an actual or suspected breach of unsecured PHI (PHI) that Business Associate has used or has had access to under the terms of the Agreement ("Breach").

I. Description of Breach: _____

II. Date of Breach (if known): _____

III. Date of the Discovery of Breach: _____

IV. Number of Individuals affected by Breach: _____

V. The types of unsecured PHI that were involved in Breach (such as the name, Social Security Number, Date of Birth, Home Address, Account Number, or Disability Code of the affected Individual): _____

VI. Description of the steps Business Associate is taking to investigate Breach, Mitigate Losses, and to protect against any further Breaches: _____

VII. Contact information for Covered Entity and Affected Individuals to ask questions or learn additional information:

A. Name and Title: Angel Greer, Chief Executive Officer
B. Address: 10467 Corporate Drive, Gulfport, MS 39503
C. E-Mail Address: angel_greer@coastalfamilyhealth.org
D. Telephone Number: 228.374.2494

Attachment B

Identification of Designated Record Set

As contemplated in Section III(J), the Parties agree to the provision marked below:

☐ The PHI that Business Associate creates or receives from or on behalf of Covered Entity, or has access to, in the course of providing the Services constitutes a Designated Record Set (or a part thereof), and such Designated Record Set (or portion thereof) shall be maintained by Business Associate.

☐ The PHI that Business Associate creates or receives from or on behalf of Covered Entity, or has access to, in the course of providing the Services DOES NOT constitute a Designated Record Set (or a part thereof), and NO such Designated Record Set (or portion thereof) shall be maintained by Business Associate.