MASTER AFFILIATION AGREEMENT FOR STUDENT EDUCATION

This Master Affiliation Agreement for Student Education ("Agreement") is made and entered into on September 25, 2023, and effective September 25, 2023 ("Effective Date"), by and between The College of the Florida Keys ("School") and BAPTIST HEALTH SOUTH FLORIDA, INC. ("BHSF", "Baptist" or "Baptist Health South Florida" herein) on behalf of itself and its affiliated entities BAPTIST HOSPITAL OF MIAMI, INC., DOCTORS HOSPITAL, INC., HOMESTEAD HOSPITAL, INC., SOUTH MIAMI HOSPITAL, INC., MARINERS HOSPITAL, INC., FISHERMEN'S HEALTH, INC d/b/a FISHERMEN'S COMMUNITY HOSPITAL, INC., BETHESDA HOSPITAL, INC., WEST KENDALL BAPTIST HOSPITAL, INC., BOCA RATON REGIONAL HOSPITAL, INC., BAPTIST HEATH MEDICAL GROUP, INC., BETHESDA HEALTH PHYSICIAN GROUP, INC., BAPTIST OUTPATIENT SERVICES, INC., and BOCACARE, INC., each a Florida not-for-profit corporation (each an "Affiliate" as hereinafter defined).

RECITALS:

WHEREAS, Baptist Hospital of Miami, Inc., Doctors Hospital, Inc., Homestead Hospital, Inc., South Miami Hospital, Inc., Mariners Hospital, Inc., Fishermen's Health, Inc. d/b/a Fishermen's Community Hospital, Inc., Bethesda Hospital, Inc., and West Kendall Baptist Hospital, Inc., Boca Raton Regional Hospital, Inc. each operate an acute care facility in South Florida that is licensed as a hospital under Section 395 of Florida Statutes offering a variety of acute care health care services to residents of South Florida and the Florida Keys; Baptist Outpatient Services, Inc., and BocaCare, Inc., owns or operates certain outpatient diagnostic treatment facilities, urgent care centers, and ambulatory surgical centers; and, Baptist Health Medical Group, Inc., and Bethesda Health Physician Group, Inc. owns or operates certain physician practice offices (collectively referred to herein as the "Affiliates" and each individually referred to as an "Affiliate"). Each Affiliate named above, together with BHSF shall be referred to herein as "Baptist". Baptist and School together may be referred to herein as the "Party" or "Parties;"

WHEREAS, the Affiliates have been included together in this Agreement for administrative convenience purposes only, and the Parties hereto agree that when interpreting this Agreement, the Agreement shall be construed to establish each a separate agreement between each individual Affiliate and the School;

WHEREAS, School offers educational programs to enrolled students ("Students") who desire to obtain undergraduate and graduate degrees. As part of School's curriculum and prerequisites to graduation, School desires Students to obtain hands-on experience and training, under appropriate supervision;

WHEREAS, the School will identify volunteer faculty members, preceptors, and other supervisory personnel to serve as "Preceptors" during student rotations;

WHEREAS, in furtherance of Baptist's mission to maintain the highest standards of clinical and service excellence, Baptist desires to allow Students the opportunity to obtain hands-on experience and training, under appropriate supervision, at the Affiliates. As part of School's curriculum and prerequisites to graduation, School desires its Students to obtain hands-on clinical experience and training, under appropriate supervision, in a healthcare setting such as the Affiliates; and

NOW THEREFORE, in consideration of the promises and agreements herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby forever acknowledged and confessed, the parties agree as follows:

- 1. Obligations of School.
- 1.1. Program Curriculum and Objectives. For any undergraduate or graduate degree programs offered by the School, including but not limited to degree programs in nursing, medical student, healthcare administration, physician assistant, physical therapy, pharmacy, occupational therapy, social work and rehabilitation therapy, but specifically excluding post-graduate Residency and Fellowship programs (e.g. GME), (each a "Specialty"), each program shall be structured to comply with the curriculum and prerequisites for graduation with degrees in such particular Specialty. School shall prepare the Program goals and objectives and develop its course curriculum, course objectives, and graduation requirements for Student (the "Program"). School shall provide Baptist Preceptor with a copy of the Program's goals and objectives and completion requirements. The Baptist Preceptor and School shall work together to design the Program in a way that meets the course curriculum and the Student's graduation

requirements. School shall ensure its course curriculum, course objectives, and graduation requirements are consistent with state laws and regulations and accreditation requirements applicable to such Specialty.

- 1.2. <u>Preceptors</u>. The School is primarily responsible for the appointment and assignment of faculty members and volunteer staff with the responsibility for student supervision and education ("Preceptors"). The School will identify volunteer faculty members, clinical supervisors and other supervisory personnel to serve as Preceptors. All Preceptors must hold appropriate Medical Staff or employment status at BHSF or other approved status to participate in on-site rotations. School shall provide BHSF Preceptors with a copy of the Program's goals and objectives and completion requirements for the rotation. The BHSF Preceptors and School shall work together to design the Program in a way that meets the course curriculum and the Student's graduation requirements. School shall ensure its course curriculum, course objectives, and graduation requirements are consistent with state laws and regulations and accreditation requirements applicable to such Specialty. If the Preceptor is not a current Baptist Health employee, they are required to submit clearance documentation as outlined in section 1.4.
- 1.3. <u>Program Letter of Agreement.</u> A Program Letter of Agreement ("PLA"), a sample of which is attached as Schedule A, shall be completed by the School for each Specialty Program proposed to rotate at Baptist. PLAs may be completed at time of execution of this Agreement or later when arranging for Student rotation. The PLA will include a detailed description of the Program's goals, objectives and proposed frequency and volume of Students. Baptist will review the PLA, and as Baptist sole discretion approve or deny the request. Upon approval and execution of the PLA, it shall become part of and subject to the terms and conditions of this Agreement. Students may only be referred to Baptist for rotations in Specialties for which a current, executed PLA exists.
- 1.4. <u>Student and Preceptor Referrals</u>. School shall provide Baptist with a list of the names of the Students and Preceptor(s) it intends to enroll from each Program at least four (4) weeks prior to commencement of each Program's rotation at an Affiliate. School shall attest the Students and Preceptor meet the following prerequisites:
 - a) have successfully completed any and all prior clinical training or course curriculum required by School, and are in good academic standing at School;
 - b) have received a medical examination and met recognized standards of good health as evidenced by blood tests, negative chest x-rays (as needed), and requisite immunizations as determined by Baptist;
 - agree to perform the services required by the Program in which he or she participates, in accordance
 with all applicable federal, state, and local laws, rules and regulations; all applicable standards of The
 Joint Commission, and any other relevant accrediting organizations; and the governing documents of
 the Baptist rotation site;
 - d) have never been convicted of a crime. For purposes of this provision, a conviction means a determination of guilt that is a result of a plea, including nolo contendere, or a trial, regardless of whether adjudication is withheld. A crime is a misdemeanor or a felony;
 - e) never have been and are not now suspended, excluded, barred or sanctioned under the Medicare or Medicaid programs or other state or federal health insurance programs;
 - f) have no documented behavior that is contrary to the interests, reputation or goodwill of Baptist or to the efficient and appropriate operation of Baptist;
 - g) never have had his/her admission to School denied, suspended, revoked, or terminated under threat of disciplinary action;
 - agree to attend and attend any and all specific training or orientation required by Baptist, including but not limited to, infection control practices training, safety and disaster planning training, Occupational Health and Safety Standards ("OSHA") training, and the Health Insurance Portability and Accountability Act ("HIPAA") training;
 - i) have received a drug and alcohol screening, the form and results of which are satisfactory to Baptist;
 - j) have met any rotation-specific additional required training or documentation as determined by Baptist;
 and

k) any additional requirements as determined by Baptist

School shall notify Baptist in writing within three (3) days of: (a) its becoming aware of any action or (b) it receives notice of any action that affects the foregoing qualifications.

Students or Preceptors who are currently or have previously been employed by Baptist must disclose such to Baptist as part of the document review process. Current Baptist employees not in good standing or former employees who are ineligible for rehire are ineligible to participate in the rotation. Current Students who are Baptist employees approved for rotations may not participate in the rotation at the same Baptist affiliate where they are employed or primarily work from.

- 1.5. School must specifically inform Baptist in writing at least four (4) weeks prior to commencement of each Program's rotation at Baptist if any Student requires any special accommodation to participate in the Program. Requests for accommodation will be reviewed and approved at Baptist's sole discretion in accordance with Baptist policies and procedures.
- 1.6. School shall notify Student that Student is responsible for his/her own health care and health and disability insurance while at Baptist, except as otherwise provided for in this Agreement and that Student must provide proof thereof prior to reporting to a Baptist Affiliate site.
- 1.7. Attestation to the aforementioned prerequisites must be received and approved by Baptist prior to approving a Student for a Program rotation. At Baptist's sole discretion, these documents may be received either directly from the school or through a third-party clearance platform approved by Baptist. Students will also be separately required to provide a completed agreement and acknowledgment in the form included in their Orientation Manual. Students failing to meet the aforementioned prerequisites may be denied a rotation by Baptist. Student or School may be asked to provide supplemental documentation for any item included in the clearance process as requested as part of any Baptist verification process, or to adhere to surveyor or auditors' requests of Baptist. If Baptist makes such request, Student or School must provide the required documentation within 48 hours of the request.
- 1.8. <u>Evaluation of Student</u>. School shall provide the Baptist Preceptor with evaluation criteria and forms or access to web-based program for evaluating the performance of Students in the Program. Baptist Preceptor(s) shall evaluate Students using the evaluation criteria and forms provided by School. The School's administrative coordinator for the Program (herein "Academic Coordinator") and Baptist's Preceptor for each Program shall discuss the specific requirements for the proper and timely completion of these forms. The Academic Coordinator shall inform Baptist Preceptor of the deadline by which all Student evaluations must be completed.
- 2. Removal of Student from Clinical Setting. Student and School each understand and acknowledge that Baptist may remove Student(s) from the rotation setting of the Program if Baptist determines in its sole discretion that its operations are being adversely affected by the activities permitted hereunder. Furthermore, Baptist's right to remove a Student from any Program current or future rotation is absolute and is not subject to any prior notice or hearing requirement that may be afforded to the Student or School. In the event Baptist determines that a Student should be removed from their rotation for any reason it shall promptly notify the School and the reasons for such removal. If Baptist determines that a Student's performance is deficient, or that the Student's activities are contrary to Baptist's rules, policies or procedures or that the Student's conduct adversely affects the operation of Baptist, School shall take appropriate corrective action.
- 3. <u>Insurance</u>. The School agrees to obtain and maintain during the term of this Agreement, a policy of commercial general liability insurance and professional liability insurance, in amounts of not less than \$1 million per occurrence/\$3 million in the aggregate and, to the extent possible, all Baptist locations where the rotation will occur, a list of which is specific in the Specialty's corresponding Program Letter of Agreement, will be an additional named insured under such liability policy or policies. Such coverage may be provided by commercial or captive insurer, self-insurance or a combination thereof. If School's professional liability coverage is on a claims-made basis, School shall maintain coverage continuously in effect for the applicable statute of limitations by purchase of prior acts coverage in renewal policies, tail coverage or otherwise. It is agreed that persons insured under such policy shall include Students of the School with respect to any claim, damage, loss or liability arising out of their participation in the clinical training program carried out under this Agreement. At any time there are Students participating in Programs at Baptist, the School agrees that Baptist will receive no less than thirty (30) days written notice prior to the cancellation, material modification, or non-renewal of any insurance coverage. If

the School does not provide the Students with professional liability coverage in the amounts reflected above, then the School shall ensure that each Student has and maintains, during the duration of their clinical experience at Baptist, a policy of professional liability insurance in amounts of not less than \$1 million per occurrence/\$3 million in the aggregate covering any claim, damage, loss or liability that is brought against Baptist as a result of the Student's participation in the Program. If School maintains self-insurance coverage applicable to the negligent acts and omissions of its Students that occur within the scope of this Agreement, then School shall provide Baptist with a certificate evidencing such coverage. School shall ensure that evidence of all insurance required under this Section 3 is presented to Baptist prior to the Student's start date. If the School is an agent of the state in which it is located, then nothing in this section 3 shall be construed as a waiver by the School of the defense of sovereign immunity from liability beyond any applicable waiver provided under such state laws.

4. Obligations of Baptist.

- 4.1. <u>Supervision of Students/Orientation of Students/ Facilities</u>. The Preceptor and Academic Coordinator shall discuss and coordinate the level of supervision, department specific orientations and any other orientation and/or training program they deem necessary. The Preceptor shall provide the Students with general orientation to Baptist, its policies and procedures. At Baptist's discretion, Baptist may provide department-specific orientations and any other orientation and/or training program it deems necessary. Baptist shall provide to Students and School the relevant rules, policies and procedures with which the Students and any on site School faculty or staff must comply. Unless otherwise restricted by individual departmental policies or procedures, Baptist shall permit Students to utilize those facilities available to its staff, including but not limited to, bathrooms, libraries, parking lots, and cafeterias.
- 4.2. <u>Scheduling</u>. Baptist, through its respective department, will work to develop a rotation and assignment schedule based on the availability of Preceptors, consistent with the Student's needs, Baptist's obligations to other educational institutions, and Baptist's clinical staff's needs. Each clinical rotation schedule shall be available at least one (1) week prior to the beginning of the Program. Baptist reserves the right to change rotation schedules and locations as needed to meet its patients or clinical staff's needs or to meet its obligations to other educational institutions. This Agreement does not guarantee the availability of Preceptors for all rotation requests. Accepting students for rotations is at the sole discretion of Baptist.
- 4.3. <u>Emergency Care</u>. In the event of an emergency, Baptist shall provide emergency care and treatment to Students in accordance with Baptist's policies and procedures and as required by the Emergency Medical Treatment and Labor Act ("EMTALA") and Section 395.1041 of Florida Statutes governing access to emergency medical care. Students receiving emergency and non-emergent medical care and treatment shall be responsible for all fees and charges incurred for same.

5. Administrative Provisions.

- 5.1. Employment of Students. The School and Baptist acknowledge that Students are placed in its facilities for the primary purpose of completing an educational experience. Students are not employees of Baptist. In the event Baptist employs a Student, Baptist shall have the same rights and responsibilities with regard to the Student as any employer to an employee. Students hired by Baptist shall perform work duties at times other than those times the Student is at Baptist for the Program and whenever possible be assigned to a different department within the Affiliate or another Affiliate for the Program.
- 5.2. <u>Student Records</u>. Baptist agrees that to the extent that it generates, receives or maintains records regarding Students' Program experience, it shall not release such records, except to the School or its designee, without the written consent of the Student, except as required by state or federal law, or pursuant to subpoena or order of a court of competent jurisdiction. For the purpose of this Agreement, pursuant to the Family Educational Rights and Privacy Act (FERPA), School hereby designates Baptist as a school official with a legitimate educational interest in the educational records of participating Students to the extent that access to the School's records is required by Baptist to carry out the Program.
- 5.3. <u>Term and Termination</u>. This Agreement shall be effective upon execution of both parties (on the "Effective Date") and continue for five (5) years ("Term"). The Parties agree that this Agreement shall constitute termination of, replace and supersede any existing Master Affiliation Agreement or other agreement(s) for student education between the Parties as of the Effective Date of this Agreement. Either party may terminate this Agreement at any time, for any reason, upon providing ninety (90) days advance written notice to the other party. In the event Baptist terminates the Agreement and the Program's current rotation's scheduled completion date continue beyond the

ninety (90) day advance notice period, Baptist's shall permit whenever reasonably possible that Students enrolled in any Program at the time of notice of termination may be given the opportunity to continue the Program at Baptist until the Program's originally scheduled completion date pursuant to the terms of this Agreement.

5.4. <u>Protected Health Information</u>. For purposes of compliance with the HIPAA, and the regulations promulgated thereunder from time to time, including without limitation 45 C.F.R. §§ 160.103 and 164.501, School agrees to not require its Students to use or disclose any individually identifiable health information about any Baptist's patients and agrees to report to Baptist any unauthorized use or disclosure of protected health information obtained from access to patients or records of Baptist.

6. Miscellaneous Provisions.

- 6.1. <u>Independent Contractors</u>. School and Baptist acknowledge that they operate independently. Neither School, nor any of its Affiliates, agents, representatives, Students, or employees shall be considered agents, representatives, students, or employees of Baptist. Neither Baptist, nor any of its Affiliates, agents, representatives, or employees shall be considered agents, representatives, or employees of School. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties. Each party shall be liable for its own debts, obligations, acts, and omissions. For purposes of this Agreement, "Affiliate" of a person or entity means a person, firm, corporation, partnership, trust, limited liability company or partnership, or other legal entity or organization that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such person. For purposes of the foregoing, legal or beneficial ownership of more than ten percent (10%) of any class of the equity of, or practical control of the management of, an entity or organization constitutes "control." Further, the relationships between Baptist Health South Florida, Inc., and the hospitals and health care facilities it governs or manages constitute "control". A person is "Affiliated" with another person if the person is an Affiliate of such other person.
- 6.2. <u>Indemnification</u>. To the extent not covered by insurance, School agrees to indemnify and hold harmless Baptist from any and all claims, liabilities and causes of action arising out of negligence, error, omission, or intentional acts of its Students, faculty, Affiliates, agents, officers, servants, or employees. School shall not indemnify the Baptist for the Baptist's negligence, errors or omissions, or those of its Affiliates, agents, officers, servants or employees.
- 6.3. Confidentiality. School agrees to, and shall require its students, faculty and the Administrative Coordinator(s) to, keep strictly confidential and hold in trust all confidential medical information or information concerning the business operations of Baptist and not to disclose or reveal any such information, including photographic, audio or video recordings made by the Student at a Baptist facility, without the express prior written consent of Baptist, or its designee, or as otherwise required by law. During the term of this Agreement, School, its Affiliates, faculty and Students, may be exposed to information that is confidential and proprietary to Baptist and its Affiliates. This information (referred to hereinafter as "Confidential Information") includes information regarding patients, the medical staff and the contractual relationships of Baptist and its Affiliates with third party payors and others, and information regarding business affairs, plans, employees, methods and systems, and trade secrets of Baptist and its Affiliates, both as regards to the Baptist and otherwise. School shall not, either during the term of this Agreement or at any time thereafter, use for its own benefit, or for the benefit of any other person, or to the detriment of Baptist or any of its Affiliates, or disclose to any person, firm or corporation, any Confidential Information or other proprietary knowledge of or concerning the business or affairs of the Baptist or its Affiliates that School has acquired in the course of, or as incident to, the performance of services under this Agreement. This Section 6.3 shall not prohibit School from disclosing any information pursuant to a subpoena or court order in criminal, civil, or administrative proceedings; provided, however, that in the event a third party seeks to obtain disclosure from School of any Confidential Information, through judicial process or otherwise, it shall promptly notify Baptist of such attempt. Such notice shall include copies of all documents and correspondence served upon or delivered to School by such third party and a summary of all oral discussions with respect thereto. Baptist shall have the right, by its counsel and at its expense, to object to and resist such disclosure. School shall have the obligation to cooperate with Baptist, at Baptist's expense, but shall not be required to violate any law. In recognition of the fact that the foregoing obligations shall survive the termination of this Agreement, School agrees that upon the expiration or termination for any reason of this Agreement, it shall turn over to Baptist all records, documents and copies and transcriptions thereof created or obtained in the course of, or as incident to, the performance of this Agreement that are in its possession, custody or control. The obligations of this Section 6.3 shall survive the termination or expiration of this Agreement.

6.4. <u>Assertation and Intellectual Property</u>. The School agrees that unless approved by Baptist or Affiliate entity's CEO, all materials compiled or published by the Student relative to training and experiences received at Baptist and its affiliated entities, or arising from participation in training, patient care, or research pursuant to this agreement, will clearly state that the opinions or assertions contained therein are those of the Student and not those of Baptist.

The School agrees that Baptist may require Students to assign Baptist or an Affiliate entity all intellectual property generated by a Student within the scope of their student relationship with Baptist, as well as all intellectual property otherwise generated with use of support from or through Baptist or other use of Baptist's resources (including, but not limited to, the facilities, material, equipment, staff, intellectual property or paid time of Baptist) (hereinafter such financial support or resources are referred to as "Baptist Resources") shall be owned by Baptist or its affiliated entity; such intellectual property includes but is not limited to all inventions, biologic materials, works, methods, processes, procedures, algorithms, tools, analyses, designs, techniques, discoveries, improvements, software, databases, know-how and moral rights, regardless of patentability, as well as any patents, patent applications, copyrights, trademarks, service marks, trade names, trade secrets, know-how or other intellectual property rights recognized in any country or jurisdiction in the world. School shall not claim rights to discoveries or inventions resulting from activities of the Students or Baptist under this Agreement.

- 6.5. <u>Non-Discrimination</u>. Discrimination against any person on the basis of race, color, religion, sex, age, sexual orientation, disability, national origin, ancestry, marital status, familial status, citizenship status, status as a disabled veteran or as a veteran of the Vietnam era, and any other legally recognized status entitled to protection under state, federal or local anti-discrimination laws under this Agreement shall be grounds for immediate termination of the Agreement.
- 6.6. Adverse Impact on Baptist's Tax Status. Nothing in this Agreement shall be construed to require Baptist to take any action or omit to take any action which, in the reasonable opinion of Baptist's tax or bond counsel, may have an adverse impact on the tax-exempt status of Baptist affiliated entities or result in the imposition of intermediate sanctions under Section 4958 of the Internal Revenue Code of 1986, as amended, on Baptist or its officers or directors. In the event implementation of any provisions of this Agreement presents in the reasonable opinion of counsel for Baptist a material risk of loss of Baptist's tax exempt status or the imposition of Sanctions, or if any provision of this Agreement is held invalid, illegal or unenforceable, Baptist and School shall promptly negotiate in good faith a lawful, valid and enforceable provision that is an similar in terms to such invalid or possibly invalid provision as may be possible while giving effect to then future benefits and burdens accruing to the parties hereunder, and which removes the risk, if any, of loss of Baptist tax exempt status and/or the imposition of Sanctions, and the remaining provisions of this Agreement shall remain binding on the parties hereto
- 6.7. General. This Agreement and any accompanying exhibits and PLAs, attached hereto at time of execution or later added, set forth the entire agreement and understanding of the parties as to the matters contained herein related to student education affiliations, except graduate medical education (physician residency and fellowship) programs, and shall supersede and replace in their entirety any previous agreements between the parties which previous agreements are hereby terminated. This Agreement shall not be assigned, changed, modified, or amended except in writing and signed by both parties and executed with the same formalities as this Agreement. This Agreement is made and delivered in, and shall be governed by and construed in accordance with, the applicable laws of the state of Florida (without regard to choice of law principles), and if any term or part of this Agreement shall be determined to be invalid, illegal or unenforceable in whole or in part, the validity of the remaining part of such term or the validity of any other term of this Agreement shall not in any way be affected. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto, their respective heirs, personal representatives, successors and assigns, but neither this Agreement nor any of the rights or duties hereunder shall be assignable or delegable by either party without the prior written consent of the other. A waiver by any party of any of the terms and conditions hereof shall be only in writing and shall not be construed as a waiver of any subsequent breach of the same or any other provision by such party and such party shall be free to reinstate any such term or condition, with or without notice to the other party. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute a single agreement. Electronic signatures (e.g., via DocuSign) shall be deemed original signatures for all purposes of this Agreement.
- 6.8. <u>E-Verify.</u> The College is an E-Verify employer. As of the effective date of this Agreement, BHSF represents that it is an E-Verify employer. Prior to the effective date of this Agreement, BHSF will provide proof of enrollment in E-Verify to the College. Both parties agree to use E-Verify as required by, and in accordance with the terms and

conditions of, state and federal law.

If to Baptist: Baptist Health South Florida 6855 Red Road Miami, FL 33143 ATTN: Baptist Health Academics - Academic Affairs Academic Contracts Manager If to School: To the address set forth on the signature page IN WITNESS WHEREOF, the parties hereto have executed this Student Affiliation Agreement on the date hereinabove written. **BAPTIST:** SCHOOL: The College of the Florida Keys Print Name: Jason Bell, MBA Print Name: Dr. Brittany Snyder Title: AVP, Operations Academic Affairs Title: Chief Executive Officer, President or Designee Date: Address: 5901 College Road Key West, FL 33040 Date: **BAPTIST:** Print Name: Javier Hernandez-Lichtl Title: Chief Academic Officer Date:_____

6.9. Notices. When this Agreement provides for notice, it shall be given in writing and shall be sent by certified

mail, return receipt requested, or by personal delivery to the parties at the following addresses: