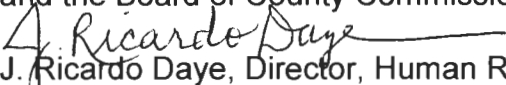




August 5, 2019

To: Mayor Jerry L. Demings
and the Board of County Commissioners

From: 
J. Ricardo Daye, Director, Human Resources

Contact: Natasha Griffin, Sr. Recruitment and Assessment Advisor
(407) 836-5462

Subject: Approval of the Affiliation Agreement for the Experiential Learning
Placement Program

The University of Central Florida Board of Trustees (UCF) provides accredited programs within various fields of study, such as social work, and requires that students enrolled within those programs obtain "real world" experience. Orange County has served as a host agency for these interns, and UCF wishes to continue securing experiential learning placements for those students in the Community and Family Services, Fire Rescue, and Health Services Departments. This agreement establishes an Experiential Learning Placement Program in order to continue to facilitate the placement of UCF's students at the participating placement departments in order to ensure that those placements are done in a manner that is beneficial to both the university's programs of study and County operations. There is no cost the County.

ACTION REQUESTED:

Approval and execution of Affiliation Agreement between Orange County, Florida and the University of Central Florida Board of Trustees, related to Experiential Learning Placement Program, with a term ending December 31, 2023, and authorization for the Mayor or designee to execute any amendments to this Agreement.

AFFILIATION AGREEMENT

between

ORANGE COUNTY, FLORIDA

and

THE UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES

related to

EXPERIENTIAL LEARNING PLACEMENT PROGRAM

THIS AFFILIATION AGREEMENT ("Agreement") is entered into by and between ORANGE COUNTY, FLORIDA (the "County"), a charter county and political subdivision of the State of Florida located at 201 South Rosalind Avenue, Orlando, Florida 32801, for the benefit of certain County departments and divisions and THE UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES (the "University"), a Florida public university, located at 4000 Central Florida Boulevard, Orlando, Florida 32816, for the benefit of the certain University departments. The County and the University may be referred to individually as "party" or collectively as "parties."

WHEREAS, the University provides accredited programs within various fields of study, a list of which is attached to this Agreement as **Exhibit "A"**, and desires that students enrolled within these programs be afforded the opportunity to obtain "real world" experience by securing experiential learning placements (also known as "internships" or "externships") with third parties; and

WHEREAS, the County has the appropriate placement departments and divisions, as well as the requisite supervisory personnel, for providing the University's students with experiential learning placements that are relevant to the University's programs of study, a list of which is attached hereto as **Exhibit "B"**; and

WHEREAS, the County and the University desire to establish and implement an Experiential Learning Placement Program (the "Program") in order to facilitate the placement of the University's students at the County's participating placement departments and divisions in order to ensure that those placements are done in a manner that is beneficial to both the University's programs of study and the County's operations.

NOW AND THEREFORE, in consideration of the mutual promises in this Agreement, the University and the County agree as follows:

Section 1. Recitals. The above recitals are true and correct, and are hereby incorporated as a material part of this Agreement.

Section 2. Documents.

A. The documents that are hereby incorporated by reference or attachment, and therefore form this Agreement, are:

1. This Agreement;
2. **Exhibit A:** Participating University Departments;
3. **Exhibit B:** Participating County Placement Departments and Divisions; and
4. **Exhibit C:** Experiential Learning Placement Program Internship Application.

Section 3. Definition of “Intern”.

A. Under this Agreement, and the Program described in this Agreement, an “Intern” is an individual – whether paid, unpaid, or obtaining academic credit – that for the duration of their participation in this Program is:

1. Enrolled as an active student at the University; and
2. Is engaging in an experiential learning placement that is beneficial to both that student and to the County facility at which that placement is located.

B. For the purposes of this Agreement, and the Program described in this Agreement, an Intern is **not** a student, or any University faculty, staff, associate, or volunteer that is pursuing research and/or observational objectives.

Section 4. Responsibilities of the County.

A. The County shall:

1. Designate a person within each of the County’s participating departments and divisions to serve as liaison (“County Liaison”) and provide to the University, in writing, the name, contact information, and professional credentials of the County Liaison prior to the beginning of any Intern’s experiential learning placement;
2. Ensure that all Interns meet the County’s hiring standards and provide Interns with an appropriate orientation regarding the County’s policies and procedures;
3. Provide Interns with the opportunity to obtain “real world” experience under appropriate supervision;
4. Notify the University, in writing, of any Intern whose work or conduct with the County’s clients, patients, students, or personnel is not, in the sole opinion of the County, in compliance with acceptable procedures or standards of performance, or could otherwise disrupt patient care or the County’s operations;

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5. Retain ultimate responsibility for the work-place and its operations;
6. Endeavor to comply with all applicable requirements of any accreditation authority over the County or University and certify such compliance to the University upon request; and
7. Permit the authority responsible for accreditation of the University's curriculum to inspect the participating County department or division facilities, services, and other related items during the regular hours of operation of those facilities, services, and other related items.

Section 5. Responsibilities of University.

A. The University shall:

1. Designate a member of the University faculty ("University Liaison") within each participating University Department to coordinate the educational experience of participating students with the relevant County Liaison. The University shall provide to the County the name and applicable contact information of the University Liaison prior to the beginning of any Intern's experiential learning placement;
2. Assign only those students to serve as Interns who have satisfactorily completed the portions of the University's curricula which are a prerequisite for participation in the Program;
3. Require all University staff and faculty associated with the Program to:
 - a. Comply with the confidentiality requirements of HIPAA, as applicable, and this Agreement; and
 - b. Report any and all suspected breaches of those requirements in the manner required by this Agreement.
4. Inform Interns participating in the Program that those Interns shall:
 - a. Complete the County's Experiential Learning Placement Program Internship Application ("Internship Application"), the current version of which is attached hereto as Exhibit "C" and which may be revised and redistributed to the University by the County without need to amend this Agreement;
 - b. Wear appropriate attire or the assigned uniform while on duty;

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- c. Wear, at all times, a pictured name tag identifying his or her status with the University;
- d. Comply with the County's policies and procedures including, but not limited to, the County's policies on confidentiality and disclosure of information, as well as the requirements related to and responsibilities under HIPAA, in keeping with the requirements of Section 9 in this Agreement;
- e. Comply with all applicable federal, state, and local law, ordinances, rules, and regulations; and
- f. Obtain prior written approval of both parties to this Agreement before publishing any material in any journals, books, periodicals or other similar outlets related to the learning experience provided under the terms of this Agreement.

Section 6. Student Health Insurance and Emergency Care.

A. **Emergency Care.** Should, while a Student is participating in the Program or in the Program facility, emergency care become necessary for that Student due to accidental injury, illness, or exposure to an infectious or environmental hazard, the County shall arrange for immediate emergency care for the Student, but shall not be responsible for any associated costs including, but not limited to, any costs involving follow-up care or hospitalization.

Section 7. Hiring and Screening Procedures.

A. No later than thirty (30) days prior to the beginning of the upcoming semester, the University Liaison for a participating University department shall provide the completed Intern Applications to the County Liaison of the relevant County departments or divisions with which its Interns wish to obtain an experimental learning placement. If an Intern's departmental supervisor is not listed in Exhibit "A", the University shall also provide the County, in writing, the name and contact information of that Intern's departmental supervisor.

B. **All Interns.** The University acknowledges that all Interns selected to participate in the Program by the County shall meet the County's hiring standards, regardless if they are paid or unpaid. The County reserves the right to deny participation to any Intern, including any who do not complete the County's Student Intern Employment Agreement or who refuse to provide all required documentation (such as photo identification or driver's license, social security card, official transcripts, etc.) prior to that Intern's placement with the County.

C. **Interns with Vulnerable Population Contact.** All Interns present on the County's premises and who, by nature of their experiential learning placement, will be engaged in the provision of services to "vulnerable persons" as defined in Section 435.02, Florida Statutes

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("Vulnerable Persons"), may be required to complete a background screening in compliance with Section 435.04 (Level 2 screening standards), Florida Statutes, at the County's expense.

1. All individuals in positions (whether paid or unpaid) requiring Level 2 screenings shall be subject to – and shall complete – such screenings prior to access, supervision, and/or direct care of any Vulnerable Person under this Agreement. Screenings shall include an initial Level 2 background screening with additional Level 2 background screening performed thereafter at five (5) year intervals.
2. Level 2 background screenings shall consist of an employment history check which shall include fingerprinting. Fingerprints shall be used to process the following screenings:
 - a. Statewide Criminal and Juvenile Records Check through the Florida Department of Law Enforcement;
 - b. Federal Criminal Records Check through the FBI; and
 - c. May include Local Criminal Records Check through Local Law Enforcement.
3. The County shall identify the Interns who will need Level 2 background screening and inform the University.
4. The University shall be responsible for informing all Interns that they may be subjected to such screenings as a condition of their participation in the Program.

Section 8. **No Guarantee of Placement.** Both the County and the University acknowledge that neither party guarantees placement, or the maintained placement, of any applicant to, or Intern within, the Program.

Section 9. **Removal from Premises.** The County may, in its sole and absolute discretion, remove any University faculty, employee, student, or Intern from the County's premises or Program at any time. In such event the removal is of an Intern, said Intern's participation in all assignments with the respective placement department or division shall immediately cease, and they shall only be permitted to resume such assignments upon mutual agreement by the County and the University.

Section 10. **HIPAA Privacy and Security Rules.**

A. The County shall provide all Interns with compliance training in the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. §1320d through d-8 ("HIPAA"), and the requirements of any regulations promulgated thereunder including, without

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limitation, the federal privacy regulations as contained in 45 CFR Part 164 (the “Federal Security Regulations”), prior to any Intern’s participation in the Program.

B. By execution of this Agreement, the University hereby certifies that no Intern shall be expected to share or disclose to the University – including the Intern’s supervisory faculty or any other University employee – any information and/or data that:

1. Is protected health or personally identifiable information; or
2. Has not been “de-identified” in compliance with the HIPAA Safe Harbor Standard, 45 CFR §165.514.

C. Within forty eight (48) hours of discovery, the University shall report to the County’s HIPAA Privacy Officer any use or disclosure in violation of this Agreement, HIPAA, the Federal Privacy Regulations, or the Federal Security Regulations of a patient’s Protected Health Information (“PHI”). The County’s HIPAA Privacy Officer shall be contacted at:

Orange County HIPAA Privacy Officer
2002A East Michigan Street
Orlando, Florida 32806
Privacy.Officer@ocfl.net

Section 11. Term of Agreement.

A. **Term.** This Agreement shall be effective upon the date of execution of both parties and shall remain in effect until December 31, 2023.

B. **Automatic Renewal.** Unless terminated by one of the parties pursuant to the Termination provisions of this Agreement, this Agreement shall automatically renew on an annual basis on December 31, 2023 for three (3) additional annual periods.

C. **Permitted Extension of Term.** The parties hereby agree that the terms of this Agreement shall be extended to permit Interns enrolled in the Program at the time of termination to complete their participation in the Program with the County, so long as they remain compliant with the requirements set forth in this Agreement. For the purposes of this section, “termination” covers termination with or without cause as provided for in this Agreement.

Section 12. Termination of Agreement. Either party may cancel this Agreement at any time, either with or without cause. The terminating party shall give the other party thirty (30) days written notice of its intention to terminate this Agreement, with or without cause. If such notice is given, this Agreement shall terminate at the end of the thirty (30) days’ notice.

Section 13. Notices. All notices under this Agreement shall be in writing and delivered by hand delivery, express courier, or United States Postal Service certified mail with return receipt requested, and shall be effective upon receipt of the same. Notices shall be delivered to the

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applicable University Liaison and County Liaison, as identified in **Exhibits “A” and “B”**, and to each of the parties at the following addresses or at such other addresses as specified by written notice in compliance with the terms of this paragraph.

To the County: Orange County, Florida
Attn: Manager, Procurement Division
P. O. Box 1393
Orlando, FL 32082-1393

Copy to: Orange County Administrator
P. O. Box 1393
Orlando, FL 32802-1393

To the University: Provide notice to the Intern’s University Liaison using the relevant contact information provided in **Exhibit “A.”**

Copy to: UCF Office of the General Counsel
4365 Andromeda Loop N. MH360
Orlando, FL 32816-0015

Section 14. Independent Contractor. The relationship of the parties hereunder shall be an independent contractor relationship, and not an agency, employment, joint venture or partnership relationship. Neither party shall have the power to bind the other party or contract in the name of the other party. All persons employed by a party in connection with this Agreement shall be considered employees of that party and shall in no way, either directly or indirectly, be considered employees or agents of the other party. The University’s students shall participate in the Program for the sole purpose of fulfilling specific requirements for clinical experiences as part of a degree requirement and, therefore, the University’s students are not to be considered employees or agents of either the University or the County for any purpose, including Worker’s Compensation, employee benefits programs, or other form of compensation.

Section 15. Indemnification. The University agrees to indemnify the County as set forth within this section:

A. If the University is a public institution within the State of Florida, each party agrees to defend, indemnify and hold harmless the other party, its officials and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including attorneys’ fees) attributable to its negligent acts or omissions, or those of its officials and employees acting within the scope of their employment, or arising out of or resulting from the indemnifying party’s negligent performance under this agreement. Nothing contained in this Agreement shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability for the acts, omissions and/or negligence of the other party; or to require indemnification by either party, whether by contract or otherwise, of any party for an amount greater than the limitation of liability for tort claims under Ch. 768.28, Fla. Stat.. Nothing in this Agreement shall inure to the benefit

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of any third party for the purpose of allowing any claim against either which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

B. If the University is a private institution or institution outside the State of Florida, to the fullest extent permitted by law, the University shall defend, indemnify, and hold harmless the County, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost, and expenses (including attorneys' fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the University or its students, anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable. Nothing contained in this Agreement shall constitute as waiver by the County of sovereign immunity or the provisions of Section 768.28, Florida Statutes. It is agreed by the parties that specific consideration has been paid under this Agreement for this provision.

Section 16. Insurance. The University shall procure insurance as required within this Agreement. Any failure on behalf of the County to verify that the University has complied with the applicable insurance requirements of the this Agreement does not, in any way, relieve the University of its obligations to ensure that such applicable insurance coverage is in place.

A. If the University is a public institution within the State of Florida, these insurance requirements shall apply:

1. The University shall procure and maintain, during the term of this Agreement and any renewal thereof, professional liability insurance for itself and its employees for a claim or judgment by any one person in a sum not exceeding \$200,000 and for all claims or judgments arising out of the same occurrence in a total amount not to exceed \$300,000.
2. Prior to the participation of any Intern in the Program, the University shall submit to the County a certificate of protection for patient general and professional liability protection for that Intern with a limit of one million dollars (\$1,000,000) for the entire duration of time for which that Intern is a participant of the Program. This protection can be procured and maintained by the University, or by the Intern at his or her own expense. In the event an Intern in the Program will not have patient contact, the University shall not be required to submit evidence of any such policy or policies of liability coverage as described above. Evidence of such insurance coverage shall be made available to the County prior to the student starting the field educational experience and the student shall not begin the field experience until the County has approved of the insurance documentation.

B. If the University is a private institution or an institution outside the State of Florida, these insurance requirements shall apply:

1. The University shall procure and maintain, during the term of this Agreement and any renewal thereof, professional liability insurance (including sexual abuse and

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molestation), for itself and its employees for a claim or judgment by any one person in a sum not exceeding \$1,000,000 and for all claims or judgments arising out of the same occurrence in a total amount not to exceed \$3,000,000. Evidence of such insurance coverage shall be made available to the County prior to the student starting the field educational experience and the student shall not begin the field experience until the County has approved of the insurance documentation.

2. Prior to the participation of any Intern in the Program, the University shall submit to the County a certificate of protection for general and professional liability protection for that Intern with a limit of one million dollars (\$1,000,000) for the entire duration of time for which that Intern is a participant of the Program. This protection can be procured and maintained by the University, or by the Intern at his or her own expense. That notwithstanding, should it be the Intern and not the University that procures and maintains that Intern's his or her general and professional liability protection as required under this Agreement, the University hereby agrees: (i) to assume the responsibility for ensuring that the Intern continues to maintain the protection for the duration of time for which that Intern is a participant in the Program; and (ii) to be liable and ultimately responsible for any claim brought forth due to the student's negligence should the student fail to maintain the requisite protection. In the event an Intern in the Program will not have patient contact, the University shall not be required to submit evidence of any such policy or policies of liability coverage as described above.

Section 17. Records Management. The University shall retain copies of all records associated with this Agreement for a period of five (5) years from the date of termination. In the event of litigation, claim, or audit findings, the record retention period shall be five (5) years from the time of resolution of the litigation, claim, or audit findings. Should the University dissolve or otherwise terminate this Agreement without the capability of retaining the records, as required in this Agreement, all such records shall be transferred to the County.

Section 18. Public Records.

A. All books, documents, records, and accounts related to this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. All records or documents created by, or provided to, the County, the University or Intern under the terms of this Agreement are public records and the County and the University agree to comply with any request for such public records or documents made in accordance with section 119.07, Florida Statutes. If the record requested is in the possession of an Intern, the University agrees to assist the County in obtaining that record if necessary.

B. The University shall make available copies of all records associated with this Agreement for examination or inspection. The University shall comply with all requests for public records associated with this Agreement in accordance with Florida's Public Records Law and other applicable State law requirements. The County shall make available copies of all records associated with this Agreement for examination or inspection. The County shall comply with all

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requests for public records associated with this Agreement in accordance with Florida's Public Records Law and other applicable State law requirements.

C. If the University has questions regarding the application of Chapter 119, Florida Statutes, to the University's duty to provide Public Records relating to this Agreement, contact the Procurement Public Records Liaison at 400 East South Street, 2nd Floor, Orlando, Florida 32801, ProcurementRecords@ocfl.net, (407) 836-5897. If the County has questions regarding the application of Chapter 119, Florida Statutes, to the County's duty to provide Public Records relating to this Agreement, contact the University's Custodian of Public Records at Office of the General Counsel, (407)823-2482, gcounsel@ucf.edu, University Of Central Florida, 4365 Andromeda Loop N., Millican Hall, Suite 360, Orlando, FL 32816-0015.

D. Both parties to this Agreement are subject to the requirements of Chapter 119, Florida Statutes. As such, each party will comply with its obligations under Chapter 119, Florida Statutes, and each party will cooperate with the other in the handling of public records created under this Agreement. Notwithstanding anything set forth in any provision of this Agreement to the contrary, neither party will be required to modify records kept in the normal course of business by that party in order to provide copies of those records to the other party, and neither party will be required to destroy any records in its custody in violation of Chapter 119, Florida Statutes.

Section 19. General Provisions.

A. **Compliance with Laws.** It shall be each party's responsibility to be aware of federal, state, and local laws relevant to this Agreement. Each party shall comply in all respects with all applicable legal requirements governing the duties, obligations, and business practices of that party and shall obtain any permits or licenses necessary for its operations. Neither party shall take any action in violation of any applicable legal requirement that could result in liability being imposed on the other party.

B. **No Waiver of Sovereign Immunity.** Nothing contained in this Agreement shall constitute, or be in any way construed to be, a waiver of either party's sovereign immunity or the protections and provisions of Section 768.28, Florida Statutes.

C. **Tobacco Free Campus.** All County operations under the Board of County Commissioners shall be tobacco free. This policy shall apply to parking lots, parks, break areas and worksites. It is also applicable to the Students and any of the University's personnel for the duration of their participation in the Program. Tobacco is defined as tobacco products including, but not limited to, cigars, cigarettes, e-cigarettes, pipes, chewing tobacco, and snuff. Failure to abide by this policy may result in any individual on the County's premises pursuant to this Agreement to have their experimental learning placement terminated.

D. **No Third Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to, or shall, confer upon any person, other than the parties and their respective successors and permitted assigns, any legal or equitable right, benefit or remedy of any nature under or by reason of this Agreement.

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E. **Non-Exclusive Agreement.** This Agreement shall be non-exclusive to both parties providing both the University and the County the right to enter into agreements regarding the same or similar subject matter with other parties.

F. **Assignment.** The parties deem the services to be rendered pursuant to this Agreement to be personal in nature. As such, neither party shall assign, sublet, convey, or transfer its interest in this Agreement without the written consent of the other, which consent shall be in the sole determination of the party with the right to consent.

G. **Performance.** A delay in or failure of performance of either party that is caused by occurrences beyond the control of either party shall not constitute a default under this Agreement, nor shall any such delay give rise to any claim for damages.

H. **Waiver.** No delay or failure on the part of any party hereto to exercise any right or remedy accruing to such party upon the occurrence of an event of violation shall affect any such right or remedy, be held to be an abandonment thereof, or preclude such party from the exercise thereof at any time during the continuance of any event of violation. No waiver of a single event of violation shall be deemed to be a waiver of any subsequent event of violation.

I. **Remedies.** No remedy conferred at law or in this Agreement 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 under this Agreement 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 rights, powers, or remedies under this Agreement shall preclude any other or further exercise that party's available rights, powers, or remedies.

J. **Counterparts.** This Agreement may be executed in one or more counterpart copies. Each counterpart copy shall constitute an agreement and all of the counterpart copies shall constitute one fully executed agreement.

K. **Governing Law.** This Agreement and any and all actions directly or indirectly associated this Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Florida, without reference to any conflicts of law provisions.

L. **Venue.** For any legal proceeding arising out of or relating to this Agreement, each party hereby submits to the exclusive jurisdiction of, and waives any venue or other objection against, the Ninth Circuit Court in and for Orange County, Florida. Should any federal claims arise for which the courts of the State of Florida lack jurisdiction, venue for those actions will be in the Orlando Division of the U.S. Middle District of Florida.

M. **Jury Waiver.** Each party to this Agreement irrevocably waives, to the fullest extent permitted by law, any right it may have to trial by jury in any proceeding directly or indirectly arising out of or relating to this agreement.

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N. **Attorneys' Fees and Costs.** Unless explicitly otherwise stated in this Agreement, the parties shall each bear their own costs, expert's fees, attorneys' fees, and other fees incurred in connection with this Agreement and any dispute or litigation that arises either directly or indirectly from this Agreement.

O. **No Representations and Construction.** Each party represents that they have had the opportunity to consult with an attorney, and have carefully read and understand the scope and effect of the provisions of this Agreement. Neither party has relied upon any representations or statements made by the other party hereto which are not specifically set forth in this Agreement, and that this Agreement is not to be construed against any party as it were the drafter of this Agreement.

P. **Severability.** The provisions of this Agreement are declared by the parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependence is a material inducement for the parties to enter into this Agreement. Therefore, should any material term, provision, covenant or condition of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from the holding.

Q. **Equal Opportunity and Nondiscrimination.** Pursuant to Section 17-288, Orange County Code, the County shall not extend public funds or resources in a manner as would encourage, perpetuate or foster discrimination. As such, any and all person(s) doing business with the County shall recognize and comply with the County's "Equal Opportunity and Nondiscrimination Policy," which is intended to ensure equal opportunities to every person, regardless of race, religion, sex, color, age, disability or national origin, in securing or holding employment in a field of work or labor for which the person is qualified. This policy is enforced by Section 17-314, Orange County Code, and the County's relevant Administrative Regulations. Section 17-290, Orange County Code, memorializes the County's commitment to its Equal Opportunity and Nondiscrimination Policy, by requiring the following provisions in all County contracts:

1. The University represents that the University has adopted and shall maintain a policy of nondiscrimination as defined by applicable County ordinance through the term of this Agreement.
2. The University agrees that, on written request, the University shall permit reasonable access to all business records or employment, employment advertisement, application forms, and other pertinent data and records, by the county, for the purpose of investigating to ascertain compliance with the nondiscrimination provisions of this Agreement; provided, that the University shall not be required to produce for inspection records covering periods of time more than one year prior to the date of this Agreement.

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3. The University agrees that, if any of the obligations of this Agreement are to be performed by subcontractor(s), the provisions of subsections 1 and 2 of this section shall be incorporated into and become a part of the subcontract.
4. For purposes of this Agreement, the County accepts the university's non-discrimination policy and program. The County recognizes that the relevant records are public record under Chapter 119 and agrees to pursue any review of the University's non-discrimination policy and program through Chapter 119.

R. **Survivorship.** Those provisions which by their nature are intended to survive the expiration, cancellation, or termination of this Agreement, including, by way of example only, the indemnification and public records provisions, shall survive the expiration, cancellation, or termination of this Agreement.

S. **Headings.** The headings or captions of articles, sections, or subsections used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.

T. **Authority of Signatory.** Each signatory below represents and warrants that he or she has full power and is duly authorized by their respective party to enter into and perform this Agreement. Such signatory also represents that he or she has fully reviewed and understands the above conditions and intends to fully abide by the conditions and terms of this Agreement as stated.

U. **Written Modification.**

1. No change in, modification of, addition, amendment, or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by both parties hereto subsequent to the full execution of this by authorized representatives of County and University.
2. Notwithstanding the above provision, through its execution of this Agreement, the Board of County Commissioners of Orange County hereby delegates the authority to the Director of the Human Resources Department to execute amendments to **Exhibits "A," "B," and "C,"** as needed for the efficient and effective administration of this Agreement.

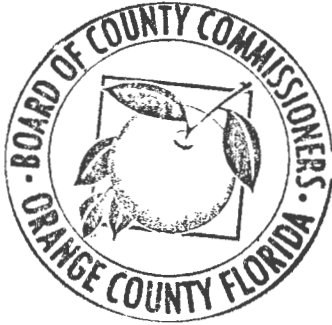
Section 20. Entire Agreement. This Agreement, and any documents incorporated or attached to this Agreement, sets forth and constitutes the entire agreement and understanding of the parties with respect to the subject about which this Agreement was drafted. This Agreement supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of any party to this Agreement.

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[SIGNATURES ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.



ORANGE COUNTY, FLORIDA

By: Orange County Board of County Commissioners

By: *Jerry L. Demings*
for Jerry L. Demings
Orange County Mayor

Date: *20 Aug 19*

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: *Jessica Vaughn*
for Deputy Clerk

Date: AUG 20 2019

UNIVERSITY OF CENTRAL FLORIDA

On behalf of its Board of Trustees

Elizabeth A Dooley

By: Signed: Friday, April 12, 2019
Dr. Elizabeth Dooley
Provost

Date: _____



College of Nursing

University Liaison: Anjelica Rechsteiner
12201 Research Parkway, Suite 300
Orlando, FL 32826
(407) 823-0697

School of Social Work

University Liaison: Jacqueline Withers
12805 Pegasus Dr.
Health & Public Affairs I, Room 228
Orlando, FL 32816-3358
(407) 823-5716

Department of Communication Sciences and Disorders

University Liaison: Todd Fix and Julie Matura
3280 Progress Dr.
Orlando, FL 32826
(407) 823-3563

Health Information Management

University Liaison: Steven Ton
4364 Scorpius St.
HPA II, Room 209
Orlando, FL 32816-2205
(407) 823-5328

Physical Therapy

University Liaison: Laurie Neely
12805 Pegasus Dr.
HPA-1 Room 261
Orlando, FL 32816-2205
(407) 823-3457

Health Services Administration / Healthcare Informatics

University Liaison: Jackie Le
4364 Scorpius St.
HPA II, Room 208
Orlando, FL 32816-2205
(407) 823-5328

Counselor Education

College of Community Innovation and Education
University Liaison: Viki P. Kelchner
P.O. Box 161250
Orlando, FL 32816-1250
(407) 823-4754



Health Services Department

Corrections Health Services

County Liaison: Josephine Eady, Health Services Administrator
Corrections Health Administration
3723 Vision Blvd.
Orlando, FL 32839
Phone: (407) 254-7559
Fax: (407) 836-3315

Health Services Administration

County Liaison: Claudia Yabrudy, Assistant Manager
2002-A East Michigan Street
Orlando, FL 32806
Phone: (407) 836-6583 (office)
Fax: (407) 836-7634

Medical Clinic

County Liaison: Lourdes Markham, Medical Clinic Administrator
101 S. Westmoreland Drive
Orlando, FL 32805
Phone: (407) 836-9215
Fax: (407) 246-5343

Medical Examiner

County Liaison: Dr. Joshua Stephany, Medical Examiner
2350 Michigan Street
Orlando, FL 32806
Phone: (407) 836-9400
Fax: (407) 836-9450

Family Services Department

Citizens' Commission for Children

County Liaison: Angela Chestang, Manager
2100 E. Michigan Street
Orlando, FL 32806
Phone: (407) 836-6541
Fax: (407) 836-7629

Community Action

County Liaison: Lavon Williams, Manager
2100 E. Michigan Street
Orlando, FL 32806
Phone: (407) 836-5614
Fax: 407-836-7510



Family Services Department (Continued)

Head Start Division

County Liaison: Sonya Hill, Manager
2100 E. Michigan Street
Orlando, FL 32806
Phone (407) 836-7409
Fax (407) 836-7420
(See attached list of participating locations.)

Orange County Regional History Center

County Liaison: Diane Masciale, Museum Services Coordinator
65 East Central Boulevard
Orlando, FL 32801
Phone: (407) 836-8523
Fax: (407) 245-0412

Youth and Family Services

County Liaison: Tracy Salem, Manager
1758 E. Michigan Street
Orlando, FL 32806
Phone (407) 836-7682
Fax (407) 836-8929

Fire Rescue Division

Fire Rescue Headquarters

County Liaison: Alex Morales, Fiscal Administrator
6590 Amory Court
Winter Park, FL 32792
Phone (407) 836-9015
Fax (407) 836-943



**Experiential Learning Placement Program
Participating County Placement Departments and Divisions**



<p>ALOMA ELEMENTARY 2949 Scarlet Road Winter Park, Fl. 32792 407-672-3100 X 3002278 Fax 836-2981 Ctr. Spr. Karen Dunne FSW: Yanetsy Garay X 3002288</p>	<p>EVANS COMMUNITY SCHOOL HEAD START 4949 Silver Start Road Orlando, Fl. 32808 407-522-3400 x 6232626 Ctr., Spr. Toinette Stenson FSW Zackery Dancy</p>	<p>SOUTHWOOD 6225 Brookgreen Ave. Orlando, FL 32809 407-254-6768 Fax: 836-1934 Ctr. Spr. Vivian Jones FSW: Kathy Millsap 254-6764 Bianca Hilts 254-6769</p>
<p>BITHLO 18501 Washington Avenue Orlando, Fl. 32820 407-254-1928 Fax: 836-2982 Ctr. Spr. Latoria Mitchell FSW: Whitney Marshall -254-1907</p>	<p>FRONTLINE OUTREACH 3000 C.R. Smith Street Orlando, Fl. 32805 407-254-9461 Fax 836-1917 Ctr. Spr. Jacqueline Lopez FSW Jamie Harrold 407-254-9458</p>	<p>TAFT 9504 South Orange Ave. Orlando, FL 32824 407-254-9274 Fax: 836-1940 Ctr. Spr. Isis Alameda FSW: Tyrza Benitez 407-254-9270 Laura Baumgartner 407-254-9275</p>
<p>CALLAHAN 101 N. Parramore Street Orlando, Fl. 32805 407-245-2910/0281 Ctr. Spr. Toinette Stenson FSW: Zackery Dancy 407-245-0910</p>	<p>HAL P. MARSTON 3933 W D Judge Drive Orlando, Fl 32808 407-836-8455 Fax: 836-8440 Ctr. Spr. Wilna Francois FSW Jessica Parker 407-836-8433 Shayla Brown 407-836-8462</p>	<p>THREE POINTS ELEMENTARY 4001 South Goldenrod Road Orlando, FL 32822 407-207-3800 Fax: 836-2883 Ctr. Spr. Yira Rodriguez X 3982302 FSW Corey Johnson X 3982288 c-321-388-7031</p>
<p>DENTON JOHNSON 400 Ruffel Street Eatonville, Fl. 32751 407-836-2500 Fax: 836-2984 Ctr. Spr. Tonya Johnson Hale 836-2501 FSW Patrice Milton 836-2503</p>	<p>JOHN BRIDGES 445 W 13TH STREET Apopka, Fl. 32703 407-254-9421 Fax: 836-1929 Ctr. Spr. Marcia Cotton FSW Delrose Forbes 407-254-9422 FSW Marcus Perry 407-254-9423</p>	<p>VENTURA 4400 Woodgate Blvd. Orlando, FL 32822 407-249-6400 X 4002283 Fax: 836-7486 CTR. Spr. SUNITHA KOORATHOTA- FIELD OP FSW Shalia Lowery/ Dany Vincent X 4002283</p>
<p>DILLARD ELEMENTARY 311 N. Dillard St. Winter Garden, Fl. 34787 407-877-5000 Fax: 836-1931 Ctr. Spr. Tonya Johnson Hale FSW Patrice Milton X 3242305</p>	<p>LILA MITCHELL 5151 Raleigh St. Orlando, Fl. 32811 407-254-9494 Fax: 407-836-1930 Ctr. Spr. John Holmes FSW: Regina Melicio 407-254-9484 Medgine Jean Baptiste 407-254-9483</p>	<p>WS ELC – ANNEX 2500 Bruton Blvd. Orlando, FL 32811 407-250-6260 X 6352257 Fax 836-1986 Ctr. Spr. Aturia Hall FSW Cordella Percy X 6352259</p>
<p>DOVER SHORES ELEMENTARY 1200 Gaston Foster Road Orlando, Fl. 32812 407-249-6330 X 3262248 Fax: 836-7472 Ctr. Spr. SALYNTHIA JAMES-REASE FSW Yanetsy Garay 321-666-3015</p>	<p>McCOY ELEMENTARY 5225 South Semoran Blvd. Orlando, Fl. 32822 407-249-6370 X 3624311 Fax: 836-2998 Ctr. Spr. Yira Rodriguez FSW Shalia Lowery/Dany Vincent X 3622225</p>	<p>WS ELEMENTARY 944 West Lake Mann Drive Orlando, FL 32805 407-296-6540 X 4012242 Ctr. Spr. Nicole Davis FSW Jessica Parker X 4012286</p>
<p>EAST ORANGE 12050 East Colonial Drive Orlando, Fl. 32826 407-254-9713 Fax: 836-2987 Ctr. Spr. Mercedes Grullon FSW Luis Simonetti 407-254-9298 FSW Giovanna Donado 407-254-9297</p>	<p>PINE HILLS COMM. CTR 6408 Jennings Road Orlando, FL 32818 407-254-9112 Fax: 836-8513 Ctr. Spr. Tandra Jackson FSW:407-254-9110 Syretta Brown 407-254-9193 Tiffany Jones 407-254-9185 Latasha Douglas</p>	<p>MAIN OFFICE 2100 E. Michigan St. Orlando, FL 32806 407-836-6590 MOTORPOOL RESOURCE CENTER 2010 E. Michigan St. 407-836-7401</p>
<p>ENGLEWOOD 5985 La Costa Drive Orlando, Fl. 32807 407-249-6340 X 3347247 Fax: 836-1927 Ctr. Spr. Solimar Szul FSW Jorge Torres Marin X 3347247</p>	<p>SOUTH ORLANDO YMCA 810 w. Oak Ridge Road Orlando, FL. 32809 407-254-1011 Fax: 836-1933 Ctr. Spr. Tiffany Price Brown FSW: Toja Burton 407-254-1017</p>	<p>WAREHOUSE 6136 Hanging Moss Road Suite #260 Orlando, FL 32807 Pedro Bernios/Julio Grullon 407-636-9456</p>



Experiential Learning Placement Program Internship Application

EXHIBIT C

Form with fields for Last Name, First Name, Middle, Date, Address, City, State, Zip Code, Home Phone, Mobile Phone, Email, Emergency Contact Name, Relation, Phone, Current Occupation/Employer, Supervisor, Phone, College or University, Department/Program, Contact Person, Phone.

Degree Currently Seeking: [] Bachelors [] Masters [] Doctoral [] Other _____ Cumulative GPA: _____

Certifications/Licenses: _____ Computer/Language Skills: _____

Desired Internship Focus: [] Counseling/Psychology [] Community Relations [] Criminal Justice/Law [] Medical/Nursing [] Social Work [] Public Administration [] Finance/Accounting [] Other: _____

Desired County Placement: [] Citizens Comm. for Children [] Community Action [] Corrections Health [] Fire Rescue Headquarters [] Head Start Program [] Health Services Admin. [] Medical Clinic [] Medical Examiner [] Regional History Center [] Youth and Family Services [] Other: _____

Desired Semester: [] Fall [] Spr. [] Sum. Desired Start Date: ___/___/___ Desired End Date: ___/___/___ Hours Per Week: _____

Table with 8 columns: Monday, Tuesday, Wednesday, Thursday, Friday, Saturday, Sunday and 3 rows: Mornings, Afternoons, Evenings.

Supervisory Requirements (if contract is required, please attach): _____

By submitting this application, I understand that: (1) I may be required to undergo a background check meets the requirements of Section 435.04, Florida Statutes; (2) the specific County departments/divisions to which I am applying for placement may require additional information from applicants; (3) if I am selected for a placement, I will be required to participate in training/orientation sessions; and (4) submitting an application does not guarantee that I will be selected for an internship placement with the County.

Intern Applicant Signature _____

Date _____

*PLEASE BE SURE THAT THIS APPLICATION IS SUBMITTED TO THE CORRECT COUNTY LIAISON.

Form for internal office use only with fields for Start Date, End Date, Work Location, Program, Supervisor, Background Checks (Local, Prelim, Final).

Subject to change.

Revised: 05/18/2018