




Interoffice Memorandum

AGENDA ITEM

July 25, 2019

TO: Mayor Jerry L. Demings
-AND-
Board of County Commissioners

FROM: Yolanda G. Martinez, EdPhD., PhD., Director 
Health Services Department
Contact: (407) 836-7611

SUBJECT: Affiliation Agreement between Orange County, Florida and the
Florida State University Board of Trustees
Consent Agenda – August 6, 2019

Throughout the years, the Health Services Department and Florida State University (FSU) have had a strong partnership that has benefited both parties. The Medical Examiner's Office and Office of the Medical Director (Orange County Emergency Medical Services) provides teaching services for medical students so that they may benefit from community based training and clinical education and in return, the University compensates the County for participating as a teaching facility.

In continuation of this partnership, the Health Services Department requests approval and execution of the Agreement between the Florida State University Board of Trustees and Orange County. The proposed agreement will allow medical students from Florida State University College of Medicine to complete a community-based training program at the Medical Examiner's Office or at the Office of the Medical Director. During this program, the students will be allowed to participate in certain medical educational training and research activities within a clinical setting under the direct guidance and supervision of authorized staff.

ACTION REQUESTED: Approval and execution of Agreement between Orange County, Florida and the Florida State University Board of Trustees related to Community-Based Training of Florida State University College of Medicine Students and authorization for the Mayor or designee to sign future amendments to this Agreement. The agreement period is one year, commencing upon the date of signature by both parties, with up to six one-year renewals. **(Health Services Department)**

Attachment

AGREEMENT

between

ORANGE COUNTY, FLORIDA

and

THE FLORIDA STATE UNIVERSITY BOARD OF TRUSTEES

related to

**COMMUNITY-BASED TRAINING OF FLORIDA STATE UNIVERSITY COLLEGE
OF MEDICINE STUDENTS**

THIS 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 the District Nine Medical Examiner’s Office (the “Medical Examiner’s Office”) and the County’s Office of the Medical Director (Orange County EMS), and **THE FLORIDA STATE UNIVERSITY BOARD OF TRUSTEES** (the “University”), a Florida public university, located at the 216 Westcott Building, 222 South Copeland Street, Tallahassee, Florida 32306, for the benefit of the Florida State University College of Medicine (the “Medical School”). The County and the University may be referred to individually as “party” or collectively as “parties.”

RECITALS

WHEREAS, the University was established under the laws of Florida as part of the University System; and

WHEREAS, the University’s Medical School has the responsibility for the education and training of medical and physician assistant students; and

WHEREAS, the University has a defined process for the appointment of faculty members to its academic department wherein certain members of the staff of the Medical Examiner’s Office are also University faculty members by academic appointment at the University (“Faculty Members”); and

WHEREAS, the County, through the Medical Examiner’s Office and Orange County EMS, has the ability to provide teaching services in an educational setting for medical students so that they may benefit from community-based training and clinical education under the guidance of the Faculty Members (the “Program”); and

WHEREAS, the County has agreed to the University’s request that the Faculty Members provide the Program to the Medical School’s students and has accepted the designation of the Medical Examiner’s Office and Orange County EMS as teaching facilities for the University; and

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WHEREAS, the University will compensate the County for allowing the Faculty Members to provide the Program to the Medical School Students; and

WHEREAS, the County finds that the training of the next generation of medical professionals benefits the public health and general public welfare.

NOW AND THEREFORE, in consideration of the mutual promises, obligations, and covenants set forth in this Agreement, the parties 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:** Faculty Member Listing;
3. **Exhibit B:** Compensation Rate for Program Delivery; and
4. **Exhibit C:** Certificate of Protection for Students of the Florida State University College of Medicine.

Section 3. Definition of “Student.”

A. Under this Agreement, a “Student” is an individual who, for the duration of their participation in the Program, is:

1. Enrolled as an active student at the University’s Medical School; and
2. Is a Program participant under the instruction of Faculty Members of either the Medical Examiner’s Office or Orange County EMS.

B. For the purposes of this Agreement, a Student is **not** an intern or an employee of the County. Additionally, a Student is not a student, or any University faculty, staff, associate, or volunteer, that is pursuing purely research 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 and contact information of the County Liaison prior to the beginning of any Student’s experiential learning placement;

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2. Ensure that all Students are provided an appropriate orientation regarding the County's policies and procedures;
3. Provide Students with access to the placement-related staff and facilities;
4. Provide the Students with the Program through the Faculty Members indicated in **Exhibit "A"** to this Agreement insofar as such Program provision by Faculty Members does not interfere with the duties those Faculty Members have to the County or pursuant to under Chapter 406, Florida Statutes;
5. Permit the Faculty Members to complete any faculty development and Student evaluations required by the University;
6. Permit the University's faculty and clinical coordinator(s) access to the facilities, upon reasonable notice, for the purposes of confirming that the University's educational objectives for each student are met;
7. Work with the University's clerkship directors to ensure that the Faculty Members and Students have access to appropriate educational resources;
8. Notify the University, in writing, of any Student 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;
9. Retain ultimate responsibility for the work-place and its operations;
10. 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
11. 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") to coordinate the educational experience of participating Students with the 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 Student's experiential learning placement;

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2. Assign only those Students who have satisfactorily completed the portions of the University's curricula which are prerequisites for participation in the Program with the Medical Examiner's Office and Orange County EMS;
3. Require all University staff or faculty to abide by and comply with the confidentiality requirements of this Agreement;
4. Retain all responsibility for the content, quality, and evaluation of each Student's education conducted in accordance with this Agreement;
5. Provide to the County, upon request, the current curriculum, course objectives, and syllabus of the University's applied education program;
6. Inform Students participating in the Program that those Students shall:
 - a. Wear appropriate attire or the assigned uniform while on duty;
 - b. Wear, at all times, a pictured name tag identifying his or her status with the University;
 - c. Attend all educational opportunities and be punctual when on assignment with the County;
 - d. Comply with the County's policies and procedures;
 - 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. **Selection of Designated Employees / Compensation to the County.** The County shall designate the individual employee(s), who shall be appointed Faculty Members indicated in **Exhibit "A"** to this Agreement, to provide the Program, but University may request specific employees of County. Subsequent designated employees / Faculty Members will be identified from time to time in amendments to **Exhibit "A"** of this agreement. In the event that University, at any time and in its sole discretion, deems any employee designated by County unsuitable for providing the Program, University shall advise County of such determination, and University will terminate the Faculty Member's appointment with University. The University will compensate the County for time spent by Faculty Members in providing the Program forty (40) days following the completion of the rotation in accordance with the Compensation Rate for Program Delivery attached to this Agreement as **Exhibit "B."** Compensation rate may be subject to change at the discretion of University upon thirty (30) days written notice to County.

Section 7. Student Health Insurance and Emergency Care.

A. **Health Insurance.** All Students shall be required by the University to carry health insurance and shall provide verification of that health insurance to the County upon request. Failure by the County to verify a Student's health insurance does not in any way relieve the University of its responsibility under this provision.

B. **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 8. Student Requirements.

A. **All Students.** The University acknowledges that all Students 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 Student, including, but not limited to, any Student who refuses to make available certain documentation upon request by the County, including photo identification or driver's license, social security card, official transcripts, proof of immunization or health insurance, or other similar documents.

B. **Background Screens.** By executing this Agreement, the University certifies that a Florida Department of Law Enforcement, Level 2 criminal background check has been completed for each student upon admission to the Medical School. In addition to the Level 2 criminal background check, the University has contracted with a third-party vendor to conduct a criminal history search of County of Resident Criminal Records, Residence History/Social Security, Nationwide Sexual Offenders Registry; Nationwide Healthcare Fraud and Abuse, U.S. Patriot Act; and Employment Verification. The University agrees to make available to the County, upon reasonable request, results of all searches performed by the University and any third-party vendor.

C. **Immunizations; Health Examinations.** The University shall ensure that all Students have received, and are able to provide evidence to the County of having received, all required immunizations and have completed any health examinations required by the County.

D. **PPD/TST Testing.** The University shall ensure that all Students have obtained, and are able to provide evidence to the County of having obtained, annual PPD/TST testing.

E. **Respiratory Mask Fitting.** The University shall ensure that all Students undergo annual respiratory mask fitting prior to the commencement of an assignment with the County.

F. **OSHA Universal Precaution Training.** The University shall ensure that all Students undergo, and are able to provide evidence to the County of having undergone, the Occupational Safety and Health Administration's Universal Precaution Training.

Section 9. **No Guarantee of Placement.** Both parties acknowledge that neither party guarantees placement of any Student within the Program. Additionally, the County is under no obligation accept Students from the University.

Section 10. **Immediate Withdraw; Removal from Premises.**

A. **Immediate Withdraw.** The County reserves the right to require the immediate withdraw, by the University, for the following: (i) any Student whose work or conduct fails to meet the County’s standards of performance; (ii) a Student’s failure to comply with the County’s policies and procedures; or (iii) upon determination, by the County in its sole discretion, that such Student’s presence is deemed detrimental to the interest of the County.

B. **Removal from the Premises.** The County may, in its sole and absolute discretion, remove any University faculty, employee, or Student from the County’s premises or Program at any time. In such event the removal of a Student, said Student’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 11. **HIPAA Privacy and Security Rules.**

A. The County shall provide all Students with compliance training in the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. §1320d through d-9 (“HIPAA”), and the requirements of any regulations promulgated thereunder including, without limitation, the federal privacy regulations as contained in 45 CFR Part 164 (the “Federal Security Regulations”), prior to any Student’s participation in the Program.

B. By execution of this Agreement, the University hereby certifies that no Student shall be expected to share or disclose to the University – including the Student’s non-County supervisory faculty or any other University employee – any information 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 §164.514.

C. Within forty eight (48) hours of discovery, or as soon as practicable thereafter, 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 12. **Term of Agreement.**

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A. **Term.** This Agreement shall become effective on the date upon which it has been fully executed by the parties and shall remain in effect until December 31, 2019.

B. **Renewal.** This Agreement shall only be renewed upon the mutual written agreement of the parties for additional one (1) year increments, not to exceed a cumulative total of six (6) years, unless terminated pursuant to the Termination section of this Agreement.

C. **Permitted Extension.** The parties hereby agree that the terms of this Agreement shall be extended to permit Students enrolled in the Program at the time of termination to complete their participation in the Program with the County. For the purposes of this subsection, “termination” covers both a lack of a timely renewal as well as termination with or without cause as provided for in this Agreement. This extension of terms shall be applicable, so long as:

1. The Students remain compliant with the requirements set forth in this Agreement; and
2. The University continues to compensate the County as contemplated under this Agreement.

Section 13. 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 14. Notices. All notices required or permitted 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, to the following addresses:

To the County: District Nine Medical Examiner’s Officer
Attn: Program Manager
2350 East Michigan Street
Orlando, Florida 32806

AND

Emergency Medical Services Office
Attn: Director
2002-A East Michigan Street
Orlando, Florida 32806

Copy to: Orange County Administrator
201 South Rosalind Avenue, 5th Floor
Orlando, Florida 32801

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To the University: FSU College of Medicine
Attn: Cindy Tyler, Director of Campus Clinical Relations
1115 West Call Street
Tallahassee, Florida 32306

Copy to: FSU Office of the General Counsel
222 South Copeland Street
Suite 424, Westcott Building
Tallahassee, Florida 32306

Section 15. 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 agreements with other parties.

Section 16. Independent Contractor. The relationship of the parties 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 Students shall participate in the Program for the sole purpose of fulfilling specific requirements for clinical education 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 17. Indemnification; Liability.

A. **Indemnification.** Each party to this Agreement will be responsible for claims, losses, liabilities, damages, and expenses arising out of each party's own negligent performance or non-performance by its agents and employees, acting within the scope of their agency or employment, of its respective tasks, duties, and obligations contained within this Agreement, and neither party will be responsible for claims, losses, liabilities, damages, and expenses arising out of the other party's negligent performance or non-performance by its agents and employees, acting within the scope of their agency or employment, of its respective tasks, duties, and obligations contained within this Agreement. This recognition by the parties hereto is intended to be consistent with the State of Florida's waiver of sovereign immunity pursuant to section 768.28, Florida Statutes, and as interpreted by the Florida Supreme Court in Florida Dept. of Natural Resources v. Garcia, 753 So. 2d 72, 77 - 78 (Fla. 2000), and it does not alter said waiver nor extend the liability of either party beyond the limits established in section 768.28, Florida Statutes.

B. **Liability.** Unless otherwise explicitly stated in this Agreement, the parties shall in no way be liable to each other for any special, consequential, incidental, punitive, or indirect damages arising from or relating to any breach of this Agreement, regardless of any notice of the possibility of such damages.

Section 18. Insurance.

A. **The County.** Without waiving its right to sovereign immunity, as provided in Section 768.28, Florida Statutes, the County acknowledges that it is self-insured for General Liability and Automobile Liability with coverage limits as set for in Section 768.28, Florida Statutes. Evidence of such coverage shall be furnished to the University upon request.

B. **Student Malpractice.** Predicated on the University's assignment pursuant to this Agreement, all Students in the Program shall be protected under tort claims through the Florida State University College of Medicine Self Insurance Program. Policy limits shall be as more specifically described in the Certificate of Protection, which is attached to this Agreement as **Exhibit "C."** The University shall notify the County in the event of reduction or change in such insurance coverage.

C. **Faculty Member Malpractice.**

1. As part-time supervising faculty of the University with a specific teaching assignment, Faculty Members are protected, pursuant to Florida law, by the State's partial waiver of sovereign immunity for teaching and student supervision activities.
2. The County shall maintain professional liability insurance coverage for the County and its employees and agents in amounts consistent with that maintained by similar entities and shall provide evidence of such insurance coverage to the University upon its reasonable request.

D. **Agreement to Cooperate.** The University and County shall, to the maximum extent possible, fully cooperate in the defense of any claim or action involving medical care or treatment provided pursuant to this Agreement. Such cooperation shall include, but shall not be limited to, timely reporting to the other party of any such claim or action of which a party becomes aware, timely providing relevant medical records and other documentation to the other party at no expense, and participation in such investigation and mutual defense as may be mutually advantageous.

Section 19. Records Management.

A. Both parties acknowledge that they, and any and all of their subcontractors providing services, or otherwise performing, pursuant to this Agreement, shall abide by the requirements of this "Records Management" provision.

1. **Maintenance.** In the performance of this Agreement, both parties shall establish and maintain separate books, records, and accounts of all activities related to the Agreement, in compliance with generally accepted accounting and record maintenance procedures.

2. **Retention.** Books, records, and accounts related to the performance of this Agreement shall be retained by both parties for a period of five (5) years after termination of this Agreement, unless this Agreement is the subject of litigation, at which point both parties shall retain such books, records, and accounts for a period of five (5) years after the conclusion of any such litigation. 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. Notwithstanding the foregoing, this provision shall not require the retention of Student Class Work Records, as defined in the State of Florida General Records Schedule GS5, beyond the time period prescribed in that retention schedule.
3. **Access.** Books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of both parties.
4. **Public Records.** All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable public records provisions of Chapter 119, Florida Statutes. As such, all books, records, and accounts created by both parties, or provided to either party pursuant to this Agreement, are public records and both parties agree to assist each other in compliance with any request for such public records made in accordance with Chapter 119, Florida Statutes. If the record requested is in the possession of a Student, the University agrees to assist the County in obtaining that record if necessary.

Section 20. General Terms.

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 civil penalties levied under Chapter 386, Florida Statutes, if applicable against the individual violator, and the termination of the violator's participation in the program at the County's discretion.

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.

E. **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. Subject to the foregoing, each party binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement.

F. **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, or give rise to any claim for damages.

G. **Waiver.** No delay or failure on the part of any party to this Agreement 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.

H. **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.

I. **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.

J. **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.

K. **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.

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L. **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.

M. **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.

N. **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.

O. **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.

P. **Equal Opportunity and Nondiscrimination Policy.** Pursuant to Section 17-288, Orange County Code, the County shall not extend public funds or resources in a manner that 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 assure equal opportunities to every person in securing or holding employment in a field of work or labor for which that person is qualified, regardless of race, religion, sex, color, age, disability or national origin. 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

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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.

Q. **Amendments.** 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 subsequent to the full execution of this by authorized representatives of County and University. Notwithstanding the above, the parties agree that the County and University Liaisons are authorized to execute changes to **Exhibit "A"** without need for a full amendment to this Agreement.

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.

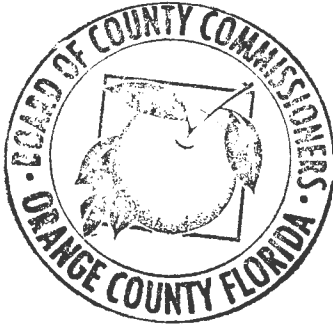
T. **Authority of Signatory.** Each signatory below represents and warrants that he or she has full power and is duly authorized by their respective party to enter into and perform this Agreement. Such signatory also represents that he or she has fully reviewed and understands the above conditions and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

Section 21. 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.

[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: *Bryan B. Brooks*
for Jerry L. Demings
Orange County Mayor

Date: 6 Aug 19

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

By: *Katie Smith*
Deputy Clerk

Date: AUG 06 2019

APPROVED
As to Form and Legality

By: *Robert B. Jurand*
Robert B. Jurand
Associate General Counsel
Florida State University
Office of the General Counsel

Date: 5/6/19

THE FLORIDA STATE UNIVERSITY BOARD OF TRUSTEES, FOR THE BENEFIT OF THE FLORIDA STATE UNIVERSITY COLLEGE OF MEDICINE

By: *John P. Fogarty*
John P. Fogarty, M.D.
Dean, FSU College of Medicine

Date: 5/6/2019



FACULTY MEMBER LISTING

| Faculty Member | Position with the County |
|-------------------------------|---------------------------------|
| Joshua Stephany, M.D. | Chief Medical Examiner |
| Gary Utz, M.D. | Deputy Chief Medical Examiner |
| Jesse Giles, M.D. | Associate Medical Examiner |
| Marie Hansen, M.D. | Associate Medical Examiner |
| Shandelle Norford-Harry, M.D. | Associate Medical Examiner |
| Jennifer Park, D.O. | Associate Medical Examiner |
| Sara Zydowicz, D.O. | Associate Medical Examiner |

| Faculty Member | Position with the County |
|-----------------------------|---|
| Christian C. Zuver, MD | Medical Director, Orange County EMS |
| Alexa Rodriguez, MD. | Associate Medical Director, Orange County EMS |
| Christine Van Dillen, MD | Associate Medical Director, Orange County EMS |
| Christopher Hunter, MD, PhD | Associate Medical Director, Orange County EMS |



CTSA #: 1000231

COMPENSATION RATE FOR PROGRAM DELIVERY

PROGRAM:

- a) Provide clinical teaching services for FSU College of Medicine students.
Schedule to be approved by University and Faculty Member
- b) Complete required faculty development
- c) Complete all student evaluations

| Service | Compensation |
|---------------------------|--------------------------------|
| Year 1 & 2 Preceptors | \$500 per semester per student |
| Summer Clinical Practicum | \$1,000 per student |
| Clerkship Faculty | \$400 per week |
| D3 Longitudinal Faculty | \$750 per semester per student |



**Certificate of Protection for Medical Students of the
Florida State University College of Medicine**

EXHIBIT C

See attached Certificate



**FLORIDA STATE UNIVERSITY
College of Medicine Self-Insurance Program**

Respond to:
P. O. Box 112735
Gainesville, Florida 32611-2735
Tel (352) 273-7006
Fax (352) 273-5424

**CERTIFICATE OF PROTECTION
Florida State University College of Medicine
Medical and Physician Assistant Students**

Protected Group: Students of the Florida State University College of Medicine

The Board of Governors of the State of Florida, pursuant to the authority of § 1004.24, Florida Statutes, and BOG Regulation 10.001, has created the Florida State University College of Medicine Self-Insurance Program (FSUSIP) to provide patient general liability protection, including professional liability protection, for the Florida State University Board of Trustees and its Florida State University operations. This coverage includes protection of Florida State University students while engaged in education and training programs of the Florida State University College of Medicine and when not subject to the immunity as described in section 768.28, Florida Statutes.

COVERAGE LIMITS

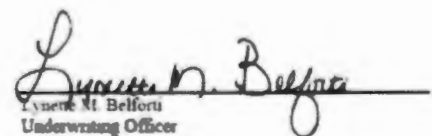
General Liability: \$ 1,000,000 per occurrence, without an annual aggregate
Professional Liability: \$ 1,000,000 per occurrence, without an annual aggregate

COVERAGE TYPE

Occurrence Based

This Certificate of Protection does not amend, alter, or modify the protection afforded by the Self-Insurance Program and is not fully descriptive of all conditions and restrictions. Please inquire directly with the undersigned if additional information is required.

Certificate Period: July 1, 2017 – June 30, 2019


Lynette M. Belfiori
Underwriting Officer
Self-Insurance Program
March 7, 2017