




Interoffice Memorandum

September 22, 2020

AGENDA ITEM

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

THRU: Lonnie C. Bell, Jr., Director 
Community and Family Services Department

FROM: Sonya L. Hill, Manager
Head Start Division
Contact: Khadija Pirzadeh, (407) 836-8912
Sonya Hill, (407) 836-7409

SUBJECT: **Consent Agenda Item – October 13, 2020**
Affiliation Agreement between Orange County, Florida
Sistema Universitario Ana G. Mendez, Inc. related to
Experiential Learning Placement Program

The Head Start Division requests approval of the Affiliation Agreement between Orange County, Florida and Sistema Universitario Ana G. Mendez, Inc. related to Experiential Learning Placement Program. The University provides accredited bilingual programs within various fields of study, such as Early Childhood Education, Social Work, Criminal Justice, Guidance Counselor Education, Community Health, and Forensic Sciences. The Agreement establishes Experiential Learning Placement to facilitate the placement of Ana G. Mendez University students at participating departments within the County. There is no cost to the County.

ACTION REQUESTED: **Approval and execution of Affiliation Agreement between Orange County, Florida and Sistema Universitario Ana G. Mendez, Inc. related to Experiential Learning Placement Program.**

SH/kp:jam

Attachment

- c: Randy Singh, Deputy County Administrator
- Cristina Berrios, Assistant County Attorney, County Attorney's Office
- John Petrelli, Director, Risk Management and Professional Standards
- Yolanda Brown, Manager, Fiscal Division, Community and Family Services
- Jamille Clemens, Grants Supervisor, Finance Division
- Nanette Melo, Assistant Manager, Office of Management and Budget
- Auria Oliver, Management & Budget Advisor, Office of Management and Budget

AFFILIATION AGREEMENT

between

ORANGE COUNTY, FLORIDA

and

SISTEMA UNIVERSITARIO ANA G. MENDEZ, INC.

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 **SISTEMA UNIVERSITARIO ANA G. MENDEZ, INC.** (the “University”), a foreign not for profit corporation, located at 1399 Ave. Ana G. Mendez, San Juan, Puerto Rico 00926-2602, for the benefit of certain University departments. The County and the University may be referred to herein individually as “party” of 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 are afforded the opportunity to obtain “real world” experience by securing experiential learning placements (also known as “internships” or “externships”) with third parties;

WHEREAS, the County has the appropriate placement departments and divisions, as well as the requisite supervisory personnel to provide the University’s students with experiential learning placements that are relevant to the University’s programs of study, a list of which is attached to this Agreement 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 herein, 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 Placements 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 herein, an Intern is **not** a student, or any University faculty, staff, associate, or volunteer that is pursuing research 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 operations 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. Assigns 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 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 to this Agreement 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 the "HIPAA Privacy and Security Rules" Section of this Agreement;
- e. Comply with all applicable federal, State, and local laws, 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 experiential provided under the terms of this Agreement.

Section 6. Health Insurance and Emergency Care.

A. **Health Insurance.** The University shall require all Interns to carry health insurance and shall provide verification of that health insurance to the County upon request. Failure by the County to verify an Intern's health insurance does not in any way relieve the University of its responsibility under this provision.

B. **Emergency Care.** Should, while an Intern is participating in the Program or in the Program facility, emergency care becomes necessary for that Intern due to accidental injury, illness, or exposure to an infectious or environmental hazard, the County will arrange for immediate emergency care for the Intern, but will 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 experiential learning placement. If an Intern's departmental supervision 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 ("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, or direct care of any Vulnerable Person under the 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. Fingerprinting 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 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 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 the patient’s Protected Health Information (“PHI”). The County’s HIPAA Privacy Officer shall be contacted at:

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

Section 11. Term of Agreement.

A. **Term.** This Agreement shall remain in effect from the date both parties execute the agreement through September 30, 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 September 30, 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 both a lack of timely renewal as well as 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

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(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 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 the 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: Ana G. Mendez University - Administration
5601 South Semoran Boulevard, Suite 55
Orlando, FL 32822

Section 14. Independent Contractor. The relationship of the parties under this Agreement shall be an independent contractor relationship, and not an agency, employment, joint venture or partnership relationship. Neither party shall have the power to 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 Workers' Compensation, employee benefits programs, or other form of compensation.

Section 15. Indemnification. Each party agrees to defend, indemnify, and hold harmless the other party, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, costs and expenses (including attorney's fees) attributable to its own 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 the County's 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 or neglect of the other party.

Section 16. Insurance. Each party shall procure and maintain a program of self-insurance or commercial insurance to protect itself and its officials and employees against any applicable exposure including but not limited to workers' compensation, commercial general liability and professional liability. Nothing contained herein shall constitute a waiver of sovereign immunity or any sovereign immunity provisions afforded by law.

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 the 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 by 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 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 the record, if necessary.

B. The University shall make available copies of all records associated with this Agreement for examination or inspection, subject to applicable public records exemptions. 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 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, the University will contact the Procurement 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, the County will contact the University's Custodian of Public Records at 5601 S. Semoran Blvd, Suite 55, Orlando, FL 32822, Phone number: (407) 207-3363 and email: ortizi1@uagm.edu.

D. If both parties to this Agreement are subject to the requirements of Chapter 119, Florida Statutes, then 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 Interns 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.

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. 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.

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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 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.

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 with 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 Judicial 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 United States District Court for the 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.

N. **Attorney's Fees and Costs.** Unless explicitly otherwise stated in this Agreement, the parties shall each bear their own costs, expert fees, attorney's 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 Representative 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.

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This Agreement is not to be construed against any party as if 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 term, provision, covenant or condition of 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.

R. **Survivorship.** Those provisions which by their own 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

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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.**

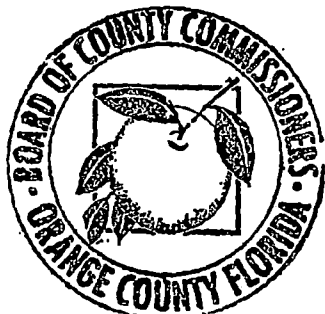
1. No change in, modification of, addition, amendment, or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by both parties hereto subsequent to the full execution of this by authorized representatives of the County and University.
2. Notwithstanding the above provision, through its execution of this Agreement, the Board of County Commissioners of Orange County 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.

[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: OCT 13 2020

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

By: *Katie Smith*
Deputy Clerk

Date: OCT 13 2020

**SISTEMA UNIVERSITARIO ANA G.
MENDEZ, INC.**

By: Administrative Council

By: *[Signature]*

Name: Rosa I Reyes

Title: Education Programs Director

Date: 8/28/2020



**Experiential Learning Placement Program
Participating University Departments**

EXHIBIT A

University Departments

College of Nursing

University Liaison: Dr. Elizabeth Villanueva
5601 South Semoran Boulevard, Suite 55
Orlando, FL 32822
(407) 207-3363

Pre-K/Early Childhood Education

University Liaison: Irma Ortiz
5601 South Semoran Boulevard, Suite 55
Orlando, FL 32822
(407) 207-3363
ortizi@uagm.edu

School of Social Work

University Liaison: Dr. Janet Carrasquillo
5601 South Semoran Boulevard, Suite 55
Orlando, FL 32822
(407) 563-6501 ext. 5563

Criminal Justice

University Liaison: Professor Ivette Bossolo-Perez, Esq.
5601 South Semoran Boulevard, Suite 55
Orlando, FL 32822
(407) 207-3363 ext: 1804
Cell: (407) 375-8059
ibossoloperez@uagm.edu

Guidance and Counselor Education

University Liaison: Rosa M. Musi, Academic Director
Irma Ortiz
5601 South Semoran Boulevard, Suite 55
Orlando, FL 32822
(407) 207-3363 ext. 1804
Cell: (787) 410-9133
rmusi@uagm.edu

Community Health

University Liaison: Rosa M. Musi, Academic Director
5601 South Semoran Boulevard, Suite 55
Orlando, FL 32822
(407) 207-3363 ext. 1804
Cell: (787) 410-9133

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rmusi@uagm.edu

Forensic Sciences

University Liaison: Professor Ivette Bossolo-Perez, Esq.

5601 South Semoran Boulevard, Suite 55

Orlando, FL 32822

(407) 207-3363 ext: 1804

Cell: (407) 375-8059

ibossoloperez@uagm.edu



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

EXHIBIT B

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

Community and 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



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

EXHIBIT B

Phone: (407) 836-5614

Fax: 407-836-7510

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 Internship Application

EXHIBIT C

Form with fields: 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: _____

INTERNSHIP AVAILABILITY

Table with columns: Monday, Tuesday, Wednesday, Thursday, Friday, Saturday, Sunday. 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!

- FOR INTERNAL OFFICE USE ONLY -

Form with fields: Start Date, End Date, Work Location, Supervisor, Background Checks: (Local), (Prelim), (Final)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/3/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

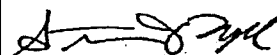
PRODUCER Marsh & McLennan Agency LLC 2405 Lucien Way Suite 275 Maitland FL 32751	CONTACT NAME: PHONE (A/C, No, Ext): 321-214-4853		FAX (A/C, No):
	E-MAIL ADDRESS: e-certificates@mma-fl.com		
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : Massachusetts Bay Insurance Company	22306
		INSURER B : Allmerica Financial Benefit Insurance C	41840
		INSURER C : Hanover Insurance Company	22292
		INSURER D : Hartford Underwriters Insurance Company	30104
		INSURER E :	
		INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 658025084 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	ZDJH10846600	10/23/2019	10/23/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ INCLUDED \$	
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			AWJH108466	10/23/2019	10/23/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			UHJH108468	10/23/2019	10/23/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$	
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	21WEAT1473	7/26/2019	7/26/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000	
A	School & Educators Legal Liab. Retroactive Date: 9/1/2018			ZDJH10846600	10/23/2019	10/23/2020	Each Claim 1,000,000 Aggregate 1,000,000 Deductible 10,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Orange County Government, it's agents, employees, and officials, as Designated Organization, is an Additional Insureds as respects General Liability, Waiver of Subrogation as respects General Liability in favor of Additional Insureds. All of the above is applicable when required by written contract subject to the terms, conditions, and exclusions of the policy.

CERTIFICATE HOLDER Orange County Board of County Commissioners Procurement Division 400 E. South Street Orlando FL 328011	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGES

1.	Additional Insured by Contract, Agreement or Permit	Included
2.	Additional Insured – Primary and Non-Contributory	Included
3.	Blanket Waiver of Subrogation	Included
4.	Bodily Injury Redefined	Included
5.	Broad Form Property Damage – Borrowed Equipment, Customers Goods & Use of Elevators	Included
6.	Knowledge of Occurrence	Included
7.	Liberalization Clause	Included
8.	Medical Payments – Extended Reporting Period	Included
9.	Newly Acquired or Formed Organizations - Covered until end of policy period	Included
10.	Non-owned Watercraft	51 ft.
11.	Supplementary Payments Increased Limits	
	- Bail Bonds	\$2,500
	- Loss of Earnings	\$1000
12.	Unintentional Failure to Disclose Hazards	Included
13.	Unintentional Failure to Notify	Included

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

1. Additional Insured by Contract, Agreement or Permit:

The following is added to **SECTION II – WHO IS AN INSURED:**

Additional Insured by Contract, Agreement or Permit

- a. Any person or organization with whom you agreed in a written contract, written agreement or permit that such person or organization to add an additional insured on your policy is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

(1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;

(2) Premises you own, rent, lease or occupy; or

(3) Your maintenance, operation or use of equipment leased to you.

- b. The insurance afforded to such additional insured described above:

(1) Only applies to the extent permitted by law; and

(2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

- (3) Applies on a primary basis if that is required by the written contract, written agreement or permit.
- (4) Will not be broader than coverage provided to any other insured.
- (5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.
- c. This provision does not apply:
- (1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".
- (2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
- (3) To any lessor of equipment:
- (a) After the equipment lease expires; or
- (b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor
- (4) To any:
- (a) Owners or other interests from whom land has been leased which takes place after the lease for the land expires; or
- (b) Managers or lessors of premises if:
- (i) The occurrence takes place after you cease to be a tenant in that premises; or
- (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
- (5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.
- This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and

advertising injury" involved the rendering of or failure to render any professional services by or for you.

- d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

1. Required by the contract, agreement or permit described in Paragraph a.; or
2. Available under the applicable Limits of Insurance shown in the Declarations.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

2. **Additional Insured – Primary and Non-Contributory**

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. **Other insurance**:

Additional Insured – Primary and Non-Contributory

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II – WHO IS AN INSURED**, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss covered under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. **Primary Insurance**

This insurance is primary to other insurance that is available to the Additional Insured which covers the

Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

- (1) For the sole negligence of the Additional Insured;
- (2) When the Additional Insured is an Additional Insured under another primary liability policy; or
- (3) when b. below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

- (1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:
- (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;
 - (c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**.
- (2) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
- (3) When this insurance is excess over other Insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each

insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers

3. Blanket Waiver of Subrogation

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damage under this coverage form. The damage must arise out of your activities under a written contract with that person or organization. This waiver applies only to the extent that subrogation is waived under a written contract executed prior to the "occurrence" or offense giving rise to such payments.

4. Bodily Injury Redefined

SECTION V – DEFINITIONS, Definition 3. "bodily injury" is replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

5. Broad Form Property Damage – Borrowed Equipment, Customers Goods, Use of Elevators

- a. **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions** subparagraph j. is amended as follows:

Paragraph (4) does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraphs (3), (4) and (6) do not apply to "property damage" to "customers goods" while on your premises nor do they apply to the use of elevators at premises you own, rent, lease or occupy.

- b. The following is added to **SECTION V – DEFINITIONS:**

24. "Customers goods" means property of your customer on your premises for the purpose of being:

- a. worked on; or
- b. used in your manufacturing process.
- c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent

6. Knowledge of Occurrence

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

- e. Notice of an "occurrence", offense, claim or "suit" will be considered knowledge of the insured if reported to an individual named insured, partner, executive officer or an "employee" designated by you to give us such a notice.

7. Liberalization Clause

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

Liberalization Clause

If we adopt any revision that would broaden the coverage under this Coverage Form without additional premium, within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

8. Medical Payments – Extended Reporting Period

- a. **SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS**, Paragraph 1. **Insuring Agreement**, subparagraph a.(3)(b) is replaced by the following:

(b) The expenses are incurred and reported to us within three years of the date of the accident; and

- b. This coverage does not apply if **COVERAGE C – MEDICAL PAYMENTS** is excluded either by the provisions of the Coverage Part or by endorsement.

9. Newly Acquired Or Formed Organizations

SECTION II – WHO IS AN INSURED, Paragraph 3.a. is replaced by the following:

- a. Coverage under this provision is afforded until the end of the policy period.

10. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. **Exclusions**, subparagraph g.(2) is replaced by the following:

g. Aircraft, Auto Or Watercraft

(2) A watercraft you do not own that is:

- (a) Less than 51 feet long; and
- (b) Not being used to carry persons or property for a charge;

This provision applies to any person who, with your consent, either uses or is responsible for the use of a watercraft.

11. Supplementary Payments Increased Limits

SECTION I – SUPPLEMENTARY PAYMENTS COVERAGES A AND B, Paragraphs 1.b. and 1.d. are replaced by the following:

1.b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

1.d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1000 a day because of time off from work.

12. Unintentional Failure to Disclose Hazards

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 6. **Representations:**

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

13. Unintentional Failure to Notify

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

Your rights afforded under this policy shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury" or "property damage" is not covered under this policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.