



## Interoffice Memorandum

## AGENDA ITEM

August 9, 2022

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

THRU: Raul Pino, MD, MPH, Director  
Health Services Department

FROM: Joshua Stephany, M.D., Manager  
Medical Examiner's Office  
**Contact: 407-836-9424**

SUBJECT: Affiliation Agreement – Physician Residency Clinical Rotation  
Orlando Health, Inc., and Orange County  
**Consent Agenda – August 30, 2022**

Throughout the years, the Medical Examiner's Office and Orlando Health, Inc., have had a strong partnership that has benefited both parties. The Medical Examiner's Office provides required education and training to the hospital's pathology residents, and the hospital in turn allows our doctors to access various resources within the hospital such as consultations with the pathology department and the microbiology laboratory.

In continuation of these partnerships, the Health Services Department, Medical Examiner's Office requests approval and execution of a new agreement between the County and Orlando Health, Inc. The proposed agreement will allow physician residents from Orlando Health to complete a clinical rotation at the Medical Examiner's Office. During this rotation, the residents will be allowed to participate in certain medical education, training, and research activities within a clinical setting under the direct guidance and supervision of authorized medical examiner staff.

**ACTION REQUESTED:** Approval and execution of Affiliation Agreement between Orange County, Florida and Orlando Health, Inc. related to the physician residency clinical rotation and authorization for the Mayor or designee to sign any future amendments to the agreement. The agreement period is five years, commencing upon the date of the signature by both parties. **(Medical Examiner's Office)**

### Attachments

C: Danny Banks, Deputy County Administrator  
John Goodrich, Deputy Director, Health Services Department

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**AGREEMENT**  
*between*  
**ORANGE COUNTY, FLORIDA**  
*and*  
**ORLANDO HEALTH, INC.**  
*related to*  
**RESIDENT CLINICAL EDUCATION PROGRAM**

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**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 **ORLANDO HEALTH, INC.** (the "Hospital"), a Florida not for profit corporation, located at 52 W. Underwood Street, MP 7, Orlando, Florida 32806, for the benefit of the Hospital's graduate medical education program. The County and the Hospital may be referred to individually as "party" or collectively as "parties."

**RECITALS**

**WHEREAS**, the Hospital employs and trains physician residents and fellows ("Residents" and as further defined in this Agreement); and

**WHEREAS**, the Hospital's graduate medical education program is accredited by the Accreditation Council for Graduate Medical Education ("ACGME"); and

**WHEREAS**, the County operates the Medical Examiner's Office and has the ability to provide an educational setting for Residents to participate in certain medical educational training and research activities within a clinical setting under the guidance of authorized staff from the Medical Examiner's Office ("Program"); and

**WHEREAS**, the Hospital has requested that Residents be permitted to participate in clinical rotations through the Medical Examiner's Office at no cost to either party; and

**WHEREAS**, the County finds that permitting Residents to gain educational experience at the Medical Examiner's Office through the Program is in the interest of the public health, safety, and welfare; and

**WHEREAS**, the parties desire to enter into this Agreement to establish the terms and conditions under which the Residents will receive such Program education.

**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 form a material part of this Agreement.

**Section 2. Notices and Liaisons.**

- A. **Notices.** Service of all notices under this Agreement shall be in writing and sent by certified or registered mail or courier service, postage prepaid, and addressed to the addresses set forth below until such addresses are changed by written notice. Notices sent by certified/registered mail or courier with signature receipt requested shall be deemed effective as of date of receipt.

**To the County:**

Orange County Administrator  
Orange County Administration Building  
201 South Rosalind Avenue, 5th Floor  
Orlando, Florida 32801

**AND**

Orange County, Florida  
District Nine Medical Examiner's Office  
Attention: Program Manager  
2350 East Michigan Street  
Orlando, Florida 32806

**To the Hospital:**

Orlando Health  
Attention: Mario J. Madruga, M.D.  
Designated Institutional Official  
52 W. Underwood Street, MP 7  
Orlando, Florida 32806

**AND**

Mateer & Harbert, P.A.  
Attn: Mary A. Edenfield  
P.O. Box 2854  
Orlando, Florida 32802

- B. **Liaisons.** The Hospital shall designate a contract liaison (the "**Hospital Liaison**") and shall provide the name and contact information of that Hospital Liaison to the County Liaison. Any substitution of the Hospital Liaison after one has been designated pursuant to this subsection shall be done by providing a written notice of such substitution pursuant to the "**Notices**" section of this Agreement. The County's liaison (the "**County Liaison**") during the performance of this Agreement shall be Sheri Blanton, (407) 836-9432, Sheri.Blanton@ocfl.net. The County reserves the right to substitute the County Liaison by providing written notice of such substitution pursuant to the "**Notices**" section of this Agreement.

**Section 3. Term.**

The term of this Agreement begins on the date that it is fully executed by both parties (the "**Effective Date**") and shall conclude on September 30, 2027 ("**Term**") unless either party hereto

elects to terminate this Agreement pursuant to the "**Termination**" Section of this Agreement. The Medical Examiner's Office may exercise any right, on behalf of the County, to terminate this Agreement as set forth herein.

#### **Section 4. Definition of Resident.**

- A. Under this Agreement, a Resident is an individual who, for the duration of their participation in the Program is:
1. Enrolled in the Hospital's graduate medical education program which is accredited by the ACGME; and
  2. Is a Program participant under the clinical supervision of authorized staff from the County's Medical Examiner's Office.
- B. For the purposes of this Agreement, a Resident is not an employee of the County.

#### **Section 5. Responsibilities of Parties.**

- A. **Responsibilities of County.** The County shall be responsible for the following:
1. The County shall accept into the Program a mutually agreed upon number of Residents from the Hospital's Department of Pathology for each year that this Agreement is in effect. The County reserves the right to deny participation in the Program to any Resident, including, but not limited to, any Resident 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.
  2. The County shall provide the Residents with an appropriate orientation of the County's policies and procedures.
  3. The County shall provide qualified preceptors and a structured educational experience to the Residents in accordance with ACGME standards.
  4. The County shall assign qualified County employees to provide administrative, educational, and supervisory support for the Residents' clinical experience.
  5. **Emergency Care.** Should emergency care become necessary for a Resident due to accidental injury, illness, or exposure to an infectious or environmental hazard while participating in the Program, the County shall arrange for immediate emergency care for the Resident, but shall not be responsible for any associated costs including, but not limited to, any costs involving follow-up care or hospitalization
  6. The County shall evaluate, in writing, the performance of each Resident.
  7. The County may, in its sole and absolute discretion, remove any Resident from the County's premises or Program for any reason at any time. In the event of the removal of a Resident, said Resident's participation in the Program shall

immediately cease, and the Resident shall only be permitted to resume participation in the Program upon mutual agreement by the County and the Hospital.

**B. Responsibilities of Hospital.** The Hospital shall be responsible for the following:

1. The Hospital shall provide the County with the name of each Resident and their period of assignment for each year that this Agreement is in effect at a time that is mutually agreed upon by the parties.
2. The Hospital shall identify and provide to the County, in writing, the educational goals and objectives to be attained during each Resident's clinical experience at the Medical Examiner's Office.
3. The Hospital shall ensure that each Resident has the appropriate qualifications and skills necessary to participate in the Program as required by the County and any applicable federal, state, or local law, rule, or regulation, and as further described in the *Pathology Residency Program* attached to this Agreement as "**Exhibit A**". Upon the County's request, the Hospital will submit evidence of said qualifications and skills to the County.
4. The Hospital shall instruct each Resident to attend all educational activities, perform all clinical services assigned by the Medical Examiner's Office preceptors, and adhere to all applicable County policies.
5. The Hospital shall instruct each Resident to wear a pictured name tag identifying the Resident's status with the Hospital at all times while participating in the Program.
6. The Hospital shall ensure that each Resident is familiar with and has been instructed on emergency notification procedures and personal protective equipment use and care.
7. The Hospital shall assume responsibility for payment of all salaries and fringe benefits accruing for each Resident.
8. The Hospital shall provide Residents with protection workers' compensation insurance, in accordance with applicable Florida law and regulations, while the Resident is participating in the Program.
9. The Hospital shall inform Residents participating in the Program that those Resident shall:
  - a. Comply with all County and Medical Examiner's Office policies and procedures including, but not limited to, the County's policies on confidentiality and disclosure of information;
  - b. Comply with all applicable federal, state, and local laws, rules, and regulations;

- c. Obtain prior written approval from the County and Hospital before publishing any material related to a Resident's participation in the Program; and
  - d. Maintain health insurance coverage for the entire period during which the Resident participates in the Program.
- 10. **Background Screening.** The Hospital shall ensure that all Residents participating in the Program and engaged in the provision of services to children or other vulnerable persons, as defined in Section 435.02, Florida Statutes, under this Agreement completes all background screens required by Florida law and regulations published by the Florida Department of Children and Families, including Level II backgrounds screenings in accordance with Section 435.04, Florida Statutes. The Hospital will make copies of the completed background screens available to the County upon request.
- 11. **Immunizations; Health Examinations.** The Hospital shall ensure that all Residents 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.
- 12. **PPD/TST Testing.** The Hospital shall ensure that all Residents have obtained, and are able to provide evidence to the County of having obtained, annual PPD/TST testing.
- 13. **Respiratory Mask Fitting.** The Hospital shall ensure that all Residents undergo annual respiratory mask fitting prior to participation in the Program.
- 14. **OSHA Universal Precaution Training.** The Hospital shall ensure that all Residents undergo, and are able to provide evidence to the County of having undergone, the Occupational Safety and Health Administration's Universal Precaution Training.
- 15. **Health Insurance.** The Hospital shall ensure that each Resident has health insurance and can provide verification of that health insurance to the County upon request. Failure by the County to verify a Resident's health insurance does not in any way relieve the Hospital of its responsibility under this provision.
- C. **Costs.** The parties shall be responsible for their own costs associated with providing the Program and performing each party's respective responsibilities under this Agreement.

#### **Section 6. 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 Hospital upon request.
- B. **The Hospital.** The Hospital shall procure insurance as required within this Agreement. Any failure on behalf of the County to verify that the Hospital has complied with the

applicable insurance requirements of this Agreement does not, in any way, relieve the Hospital of its obligations to ensure that such applicable insurance coverage is in place.

1. The Hospital shall procure and maintain, during the term of this Agreement and any renewal of this Agreement, professional liability insurance (including sexual abuse and molestation), for itself and its employees for a claim or judgment by any one person in a sum not exceeding \$1,000,000 and for all claims or judgments arising out of the same occurrence in a total amount not to exceed \$3,000,000. Evidence of such insurance coverage shall be made available to the County prior to any Resident starting the Program and no Resident shall begin the Program until the County has approved such insurance documentation.
  2. During the term of this Agreement and any renewal of this Agreement, the Hospital shall also procure and maintain general and professional liability protection (either through the Hospital's program or by individual coverage) with a limit of \$1,000,000 for each Resident while they are engaged in activities pursuant to this Agreement. The Hospital shall submit certificates of protection to the County evidencing such coverage at the time of the execution of this Agreement, and at any renewals of this Agreement.
- C. Except for coverage provided under this Agreement that is maintained through a program of self-insurance carriers providing coverage required in this **"Insurance"** section must be authorized or eligible to conduct business in the State of Florida and must possess a current A.M. Best Financial Strength Rating of A-Class VIII.
- D. Any request for an exception to these insurance requirements must be submitted in writing to the County for approval.
- E. The Hospital shall provide to the County current certificates of insurance evidencing all required coverage prior to execution and commencement of the Program. In addition to the certificate(s) of insurance the Hospital shall also provide copies of any applicable endorsements as required above.
- F. For continuing service contracts, renewal certificates shall be submitted upon request by either the County or its certificate management representative. The certificates shall clearly indicate that the Hospital has obtained insurance of the type, amount and classification as required for certificates shall be submitted upon request by either the County or its certificate management representative. The certificates shall clearly indicate that the Hospital has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. No material change or cancellation of the insurance shall be effective without thirty (30) calendar days prior written notice to the County. Certificates shall specifically reference the respective Agreement number. The certificate holder shall read:

**Orange County, Florida**  
**Attention: Risk Management Division**  
**109 East Church Street, Suite 200, Orlando, Florida 32801**

**Section 7. Indemnification, Sovereign Immunity, and Liability.**

- A. **Indemnification.** The Hospital shall defend, indemnify, and hold harmless the County and its officials and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including attorneys' fees) arising from the Hospital's own negligent acts or omissions, or those negligent acts or omissions of the Hospital's officials and employees acting within the scope of their employment, or arising out of or resulting from the Hospital's negligent performance under this Agreement. The foregoing shall not constitute an agreement by either party to assume any liability of any kind for the acts, omissions, or negligence of the other party, its officers, officials, employees, agents, or contractors.
- B. **Sovereign Immunity.** Nothing contained in this Section, or in any part of this Agreement, shall constitute a waiver of the County's sovereign immunity provisions or protections pursuant to Section 768.28, Florida Statutes.
- C. **Liability.**
1. Unless otherwise explicitly stated in this Agreement, in no event shall either party be responsible to the other for any indirect damages, incidental damages, consequential damages, exemplary damages of any kind, lost goods, lost profits, lost business, or any indirect economic damages whatsoever regardless of whether such damages arise from claims based upon contract, negligence, tort (including strict liability or other legal theory), a breach of any warranty, or a breach of term of this Agreement.
  2. Without waiving any of the provisions or protections under this Agreement or pursuant to Florida law, under no circumstances shall the County be liable to the Hospital under any contract, negligence, strict liability, or other legal or equitable theory for any amounts in excess of those limits per claim and per occurrence set forth for tort liability in Section 768.28 of the Florida Statutes, which limits are hereby made applicable to all manner of claims against the County related to this Agreement and are not confined to tort liability.

#### **Section 8. Independent Contractor and Third Parties.**

- A. **Independent Contractor.** The parties agree that nothing in this Agreement is intended or should be construed as creating or establishing the relationship of copartners between the parties, or as constituting the Hospital as the agent, representative, or employee of the County for any purpose or in any manner whatsoever. The Hospital is to be, and shall remain, an independent contractor with respect to all services performed under this Agreement, and that any individuals hired, or performing services or work, pursuant to this Agreement shall be considered to be the employee or agent of the Hospital for all purposes, including but not limited to, for any worker's compensation matters.
- B. **No Third-Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to, or in any manner be construed to, confer upon any person other than the parties, their respective successors and permitted assigns, any legal or equitable right, benefit or remedy of any nature under or by reason of this Agreement.

#### **Section 9. HIPAA Privacy and Security.**



- A. The County shall provide all Residents 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 Resident’s participation in the Program.
- B. To the extent that Residents have access to Protected Health Information (“**PHI**”) by virtue of their participation in clinical rotations at the Medical Examiner’s Office, the parties agree that the Residents will be considered part of the Medical Examiner’s Office’s workforce for HIPAA compliance purposes only. Such Residents will be subject to, and at all times abide by, County’s policies and procedures governing the use and disclosure of PHI by the Medical Examiner’s Office and its staff.
- C. Notwithstanding the foregoing, prior to Residents commencing participation in the Program, the Hospital shall educate such Residents on their obligations to protect the privacy, security, and confidentiality of all individually identifiable health information, including, but not limited to, the requirements of HIPAA and the Federal Privacy and Security Regulations under Florida law. By executing this Agreement, the Hospital certifies that no Resident shall be expected to share or disclose to the Hospital – including the Resident’s Hospital supervisor or any other Hospital 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.
- D. Within forty-eight (48) hours of discovery, or as soon as practicable thereafter, the Hospital 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 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](mailto:Privacy.Officer@ocfl.net)

#### **Section 10. Termination.**

- A. Either party may terminate this Agreement at any time for any reason by providing a written thirty (30) calendar day notice to the other party. No damages, fees, or costs may be assessed against either party for the termination of this Agreement for convenience.
- B. The parties hereby agree that the terms of this Agreement shall be extended to permit Residents 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 the Residents remain compliant with the requirements set forth in this Agreement.

#### **Section 11. Records Management and Public Records.**

A. **Records Management.** 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.
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 Resident, the Hospital agrees to assist the County in obtaining that record if necessary.

B. **Public Records.** Pursuant to Section 119.0701, Florida Statutes, the Hospital shall:

1. Keep and maintain public records required by the County to perform the service.
2. Upon request from the County, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the amount set by the County.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement’s term and following completion of this Agreement if the Hospital does not transfer the records to the County.
4. Upon completion, or termination, of this Agreement, transfer, at no cost, to the County all public records in possession of the Hospital or keep and maintain public records required by the Hospital to perform the service in accordance with Florida law.

5. If the Hospital transfers all public records to the County upon completion of the Agreement, the Hospital shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Hospital keeps and maintains public records upon completion of this Agreement, the Hospital shall meet all applicable requirements for retaining public records in accordance with applicable federal and Florida law.
6. All records stored electronically shall be provided to the County, upon request from the County, in a format that is compatible with the information technology systems of the County.

**IF THE HOSPITAL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO THE HOSPITAL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE HOSPITAL SHALL CONTACT THE PROCUREMENT PUBLIC RECORDS LIAISON AT 400 EAST SOUTH STREET, 2ND FLOOR, ORLANDO, FLORIDA 32801, PROCUREMENTRECORDS@OCFL.NET, (407) 836-5897.**

## **Section 12. General Provisions.**

- A. **Assignments and Successors.** 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. 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.
- B. **Attorneys' Fees and Costs.** Unless otherwise expressly stated in this Agreement, the parties shall each bear their own costs, expert fees, attorneys' fees, and other fees incurred in connection with this Agreement and any action or proceeding arising out of or relating to this Agreement (an "**Action**").
- C. **Conflicts.** The Hospital shall comply with all applicable local, state, and federal laws, regulations, executive orders, and the policies, procedures, and directives of the County. Should there be conflict between the various applicable laws and this Agreement, the most restrictive shall govern.
- D. **Construction and Representations.** Each party acknowledges that it has had the opportunity to be represented by counsel of such party's choice with respect to this Agreement. In view of the foregoing, and notwithstanding any otherwise applicable principles of construction or interpretation, this Agreement shall be deemed to have been drafted jointly by the parties and in the event of any ambiguity, shall not be construed or interpreted against the drafting party. Neither party has relied upon any representations or statements made by the other party to this Agreement which are not specifically set forth in this Agreement.
- E. **Counterparts and Electronic Transmission of Signatures.** This Agreement may be executed in counterparts, both of which shall be deemed an original and which taken together shall constitute one agreement. Any counterpart may be delivered by any party by electronic transmission of the full Agreement as executed by that party to the other

party as mutually agreed upon by the parties, and delivery shall be effective and complete upon completion of such transmission.

- F. **Force Majeure.** A delay in or failure of performance of either party that is caused by an occurrence beyond the control of either party shall not constitute a default hereunder, or give rise to any claim for damages.
- G. **Governing Law.** This Agreement shall be considered as having been entered into in the State of Florida, United States of America, and shall be construed and interpreted in accordance with the laws of that state.
- H. **Headings.** The headings or captions of 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.
- I. **Jury Waiver.** Each party hereby irrevocably waives, to the fullest extent permitted by applicable law, any right that party does or might have to a trial by jury related to any Action.
- J. **Nondiscrimination.** The Hospital shall, at no time during the provision of services funded through this Agreement, discriminate based on race, color, religion, national origin, sex, or sexual orientation. Both parties shall comply with any and all applicable federal, state, and local anti-discrimination laws, rules, and regulations.
- K. **Non-Exclusive Agreement.** This Agreement shall be non-exclusive to both parties providing both the Hospital and the County the right to enter into agreements regarding the same or similar agreements with other parties.
- L. **Remedies.** No remedy conferred upon any party in this Agreement 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 hereunder 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, power, or remedy hereunder shall preclude any other or further exercise thereof.
- M. **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 holding.
- N. **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 under 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.

- O. **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.
- P. **Use of County and Hospital Logos.** Both parties are prohibited from use of any and all of the other party's emblems, logos, or identifiers without written permission from that party. For more information about the use of the County's logos, refer to Section 2-3, Orange County Code.
- Q. **Venue.** Each of the parties hereby irrevocably submits to the jurisdiction of any federal or state court of competent jurisdiction sitting in Orange County, Florida, regarding any Action, and further agrees that any such Action shall be heard and determined in such Florida federal or state court. Each party hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any Action in Orange County, Florida.
- R. **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.
- S. **Written Modification.** No modification of this Agreement shall be binding upon any party to this Agreement unless it is reduced to writing and is signed by a duly authorized representative of each party to this Agreement.

### **Section 13. Attachments.**

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

- A. This Agreement; and
- B. **Exhibit A:** Pathology Residency Program.

### **Section 14. Entire Agreement.**

This Agreement, and any documents incorporated in this Agreement, sets forth and constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof. 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 ]**

IN WITNESS WHEREOF, the parties have signed and executed this Agreement on the dates indicated below.

**ORANGE COUNTY, FLORIDA**

By: Orange County Board of County Commissioners

By: *James L. Demings*

for Jerry L. Demings  
Orange County Mayor

Date: August 30, 2022

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

By: *Katie Smith*

Deputy Clerk

Date: August 30, 2022



**ORLANDO HEALTH, INC.**

By: *Mario J. Madruga*

Mario J. Madruga, M.D.  
Designated Institutional Official

Date: 8/9/2022

**EXHIBIT A**  
**PATHOLOGY RESIDENCY PROGRAM**

All Residents shall have the following appropriate qualifications and skills required by the Medical Examiner's Office in order to participate in the Program:

1. Residents must be a licensed medical doctor (M.D.) or maintain a valid training certificate from the State Medical Board for the duration of the Resident's participation in the Program.
2. Residents must have a minimum of one year of experience in hospital pathology prior to entering the Forensic Pathology rotation at the Medical Examiner's Office.
3. Residents must be able to complete all duties and functions required of them while working at the Medical Examiner's Office in order to receive a successful evaluation on this rotation.