



## Interoffice Memorandum

## AGENDA ITEM

April 26, 2017

TO: Mayor Teresa Jacobs  
-AND-  
Board of County Commissioners

THRU: George A. Ralls, M.D., Deputy County Administrator  
Health Services Department

A handwritten signature in black ink, appearing to be "G. Ralls", written over the name of the Deputy County Administrator.

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

SUBJECT: Affiliation Agreement between Orlando Health, Inc., and Orange County,  
Florida Physician Resident Training at Medical Examiner's Office  
**Consent Agenda – May 9, 2017**

Throughout the years, the Medical Examiner's Office and the Orlando Regional Medical Center (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, radiology department, and toxicology and microbiology laboratories.

In continuation of this partnership, the Medical Examiner's Office requests approval and execution of the Affiliation Agreement between Orlando Health, Inc., and Orange County, Florida. 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 educational 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 Orlando Health, Inc., and Orange County, Florida and approval for the Mayor, or designee, to sign any future amendments to this agreement. The agreement period is one year, commencing upon the date of signature by both parties, with up to four one-year renewals. No monetary costs associated with agreement. **(Medical Examiner's Office)**

JS:sb

Attachments

BCC Mtg. Date: May 9, 2017

**AFFILIATION AGREEMENT**  
**between**  
**ORLANDO HEALTH, INC.**  
**and**  
**ORANGE COUNTY, FLORIDA**

**THIS AFFILIATION AGREEMENT** ("Agreement") is entered into by and between Orange County, Florida, a charter county and political subdivision of the State of Florida ("County") and Orlando Health, Inc., a Florida not-for-profit corporation ("Hospital"). Individually each referred to as "Party" or collectively as "Parties."

**RECITALS**

**WHEREAS**, the Hospital employs and trains physician residents and fellows (collectively hereinafter referred to as "Residents"); and

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

**WHEREAS**, County operates the Ninth District Medical Examiner's Office ("ME 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 ME Office staff; and

**WHEREAS**, Hospital has requested and County has agreed to Residents participating in clinical rotations through the ME Office at no cost to either party; and

**WHEREAS**, County acknowledges the training of Residents under this Agreement to serve a valid public purpose; and

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

**NOW THEREFORE**, in consideration of these premises, the mutual covenants and agreements set forth herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Section 1. **Recitals.** The above recitals are true and correct and are incorporated herein as a material part of this Agreement by reference.

Section 2. **Responsibilities of County:** The County shall:

- a) Accept a variable and mutually agreed upon number of Residents each year from the Hospital's Department of Pathology during the term of this Agreement.
- b) Provide the Residents with an appropriate orientation of the County's policies and procedures.
- c) Provide qualified preceptors and a structured educational experience to the Residents, pursuant to ACGME standards.
- d) Assign individuals to assume administrative, educational, and supervisory responsibility for the Resident's clinical experience.
- e) Arrange for access by each Resident to available library facilities and internet access at the site of assignment.
- f) Arrange for immediate emergency care in the event of a Resident's accidental injury or illness; however, the County shall not be responsible for any costs involved including, but not limited to, follow-up care or hospitalization.
- g) Evaluate, in writing, the performance of each Resident.
- h) The County retains the right and sole discretion to remove any Resident from the County's program.

Section 3. **Responsibilities of Hospital:** The Hospital shall:

- a) Provide County with the names of the Residents and period of assignments for each year at a mutually agree upon time(s).
- b) Identify and provide to the County, in writing, the educational goals and objectives to be attained during each Resident's clinical experience at the ME Office.
- c) Ensure that each Resident has the appropriate qualifications and skills required by the County to participate in the activities contemplated under this Agreement as set forth in Exhibit A hereto. Evidence of such qualifications and skills shall be provided to the County, or its authorized designee, upon request.
- d) Instruct each Resident to attend all educational activities, perform all clinical services as assigned by the ME Office preceptor(s), and adhere to applicable policies of the County.
- e) Instruct each Resident to wear a pictured name tag identifying his/her status with the Hospital.

- f) Ensure that each Resident is familiar with and has been instructed on emergency notification procedures and personal protective equipment use and care.
- g) Assume responsibility for payment of all salaries and fringe benefits accruing for each Resident.
- h) Provide Residents with protection workers' compensation insurance, in accordance with applicable Florida law and regulations, while the Resident is participating in County programs.
- i) Inform all participating Residents that they are required to:
  - i. Comply with the policies and procedures of the County and ME Office, including the County's policies on confidentiality and disclosure of information;
  - ii. Comply with all applicable Florida and federal laws and regulations;
  - iii. Obtain prior written approval of both parties to this Agreement before publishing any material related to the field educational experience provided under the terms of this Agreement; and
  - iv. Maintain health insurance coverage for themselves for the entire period during which they participate in activities under this Agreement.

Section 4. **Patient Privacy.** County and Hospital affirm their commitment to comply with federal and State law regarding the use and disclosure of protected health information. Each party agrees to comply with the applicable provisions of the Administrative Simplification section of 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 and security regulations as contained in 45 CFR Part 164 (the "Federal Privacy and Security Regulations"). To the extent that Residents have access to Protected Health Information ("PHI") by virtue of their participation in clinical rotations at the ME Office, the parties agree that the Residents will be considered part of the ME 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 ME Office and its staff. County shall train Residents regarding the requirements of such policies and procedures. Notwithstanding the foregoing, prior to Residents commencing their clinical rotations hereunder, Hospital shall educate such Residents regarding 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 and Florida law. Nothing in this section is intended or shall be deemed to create an employer-employee relationship between County and Hospital or Residents. Notwithstanding the foregoing provisions of this section and

any other provision of this Agreement, the parties agree that this Agreement, and the parties' sponsorship of the clinical rotation contemplated hereunder, does not give rise to a business associate relationship under HIPAA and the Federal Privacy and Security Regulations.

Section 5. **Notices.** All notices under this Agreement shall be in writing and delivered by hand delivery, express courier, or United States certified mail, return receipt requested, and shall be effective upon receipt of the same. Notices shall be delivered to each of the parties at the following addresses or at such other addresses as specified by written notice in compliance with the terms of this paragraph.

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

Copy to: Orange County, Florida  
Attn: Manager, Procurement Division  
400 East South Street  
Orlando, Florida 32801

As to Hospital: Orlando Health  
Attn: Mark A. Jones,  
Senior Vice President, Orlando Health  
President, Orlando Regional Medical Center  
1414 Kuhl Avenue  
Orlando, Florida 32806

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

Section 6. **Independent Contractor.** The relationship of the parties hereunder shall be an independent contractor relationship, and not an agency, employment, joint venture or partnership relationship. Neither party shall have the power to bind the other party or contract in the name of the other party. All persons employed by a party in connection with this Agreement shall be considered employees of that party and shall in no way, either directly or indirectly, be considered employees or agents of the other party. Residents shall participate in the educational activities and training for the sole purpose of fulfilling specific requirements for clinical experiences required as part of their residency program and shall be employees of the Hospital. All workers' compensation, wages, salaries, taxes, employee benefits and other form of compensation shall be the sole responsibility of the Hospital.

Section 7. **Insurance.** Hospital shall procure and maintain, during the term of this Agreement and any renewal thereof, professional liability insurance for itself and its employees for a claim or judgment with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Hundred Thousand Dollars (\$200,000) per incident and for all claims or judgment arising out of the same occurrence of not less than Three Millions Dollars (\$3,000,000) in the aggregate. Additionally, Hospital shall procure and maintain, during the term of this Agreement and any renewal thereof, for Residents participating in clinical rotations general liability protection with limits of not less than One Million Dollars (\$1,000,000) per occurrence while they are engaged in activities pursuant to this Agreement. The County shall be named as an additional insured on all liability policies (excluding professional liability). Hospital shall submit certificates of insurance to County evidencing such coverage at the time of execution of this Agreement, and at any renewals thereafter. In the event Hospital's Residents in the clinical activities will not have patient contact, Hospital shall not be required to procure and maintain any such policy or policies of liability coverage as described above. Permission is hereby granted for Hospital to self-insure any or all of the insurance requirements in this Agreement under a funded program of self-insurance; provided that such self-insurance is actuarially sound and provides comparable coverage.

Section 8. **Responsibility.** Each party to this Agreement shall be responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and its officials and employees or arising out of or resulting from that party's negligent performance under this Agreement. Nothing contained herein 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 and/or negligence of the other party.

Section 9. **Records Management.** Hospital 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 or resolution of the litigation, claim, or audit findings. Should the Hospital dissolve or otherwise terminate this Agreement without the capability of retaining the records, as required herein, all such records shall be transferred to the County. Hospital shall make available copies of all records associated with this Agreement for examination or inspection. Hospital 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.

Section 10. **Public Records Compliance.** Orange County is a public agency subject to Chapter 119, Florida Statutes. Hospital agrees to comply with Florida's Public Records Law if, and to the extent, applicable. Specifically, if, and to the extent, applicable, Hospital shall:

- a) Keep and maintain public records required by Orange County to perform the service.
- b) Upon request from Orange County's custodian of public records, provide Orange 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 cost provided in this chapter or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Hospital does not transfer the records to Orange County.
- d) Upon completion of the contract, Hospital agrees to transfer at no cost to Orange County all public records in possession of Hospital or keep and maintain public records required by Orange County to perform the service. If Hospital transfers all public records to Orange County upon completion of the contract, Hospital shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Hospital keeps and maintains public records upon completion of the contract, Hospital shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Orange County, upon request from Orange County's custodian of public records, in a format that is compatible with the information technology systems of Orange County.
- e) Hospital acknowledges that a Contractor who fails to provide the public records to Orange County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.
- f) **IF HOSPITAL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO HOSPITAL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT :**

**Procurement Public Records Liaison  
400 E. South Street, 2<sup>nd</sup> Floor, Orlando, FL 32801  
ProcurementRecords@ocfl.net, 407-836-5897**

Section 11. **Waiver.** Performance of this Agreement by either party, after notice of default of any of the terms, covenants or conditions, shall not be deemed a waiver of any right to terminate

this Agreement for any subsequent default, and not be a waiver of such default and shall not be construed or act as a waiver of any subsequent default.

Section 12. **Third-Party Rights.** The provisions of this Agreement are for the sole benefit of the parties hereto and will be not construed as conferring any rights on any other person or entity.

Section 13. **Assignments.** Neither party hereto shall have the right, directly or indirectly, to assign, transfer, convey or encumber any of its rights under this Agreement without the prior written consent of the other party. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties.

Section 14. **Performance.** 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 raise to any claim for damages.

Section 15. **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. This Agreement may be executed on facsimile counterparts.

Section 16. **Term and Termination of Agreement.** This Agreement shall be effective for one (1) year commencing upon the date of signature by both parties, with up to four (4) one-year renewals which shall be in writing and signed by both parties. Any such renewals shall be subject to the same terms and conditions set forth herein unless otherwise amended in writing and signed by both parties. This Agreement may be terminated by either party upon thirty (30) days' prior written notice of a material breach by the other Party if the material breach is not cured within such thirty (30) day period. Either party may cancel this Agreement at any time without cause by giving the other party ninety (90) days' prior written notice of its intention to terminate this Agreement. In the event of termination of this Agreement without cause, Residents who are currently participating in a clinical rotation at the time of termination without cause shall have the opportunity to complete the educational activities for that academic year or term without negative effect on the schedule or quality of their education during that year/term. In such instances, the Residents shall remain compliant with all of the requirements set forth in this Agreement until the completion of their activities with the County.

Section 17. **Applicable Law and Venue.** The validity, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Florida. Venue for any litigation under this Agreement shall be in the courts of the Ninth Judicial Circuit in Orange County, Florida.

Section 18. **Nondiscrimination.** During this Agreement, neither party shall discriminate against any person on the basis of race, color, religion, sex, sexual orientation, gender identify or gender expression, national or ethnic origin, disability, veteran or marital status.



Section 19. **Entirety of Agreement.** This Agreement contains the entire agreement between the parties and supersedes all prior agreements and understandings, oral or written, with respect to the subject matter contained herein.

Section 20. **Severability.** The provisions of this Agreement are declared by the parties to be severable. In the event that any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such holding shall not affect the remaining portions of this Agreement, and the same shall remain in full force and effect. However, the material provisions of this Agreement are dependent upon one another, and such interdependence is a material inducement for the parties to enter into this Agreement. Therefore, should any material term, provision, covenant or condition of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from the holding.

Section 21. **Amendments.** No change in, modification of or addition to, 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 Agreement by authorized representatives of the County and Hospital.

Section 22. **Effective Date.** This Agreement shall become effective on the date upon which it has been fully executed by both parties.

**(SIGNATURES APPEAR ON NEXT PAGE.)**

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



**ORANGE COUNTY, FLORIDA**

By: Orange County Board of County Commissioners

By: *Teresa Jacobs*

Teresa Jacobs

Orange County Mayor

Date: 5.9.17

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

By: *Katie Smith*  
Deputy Clerk

**ORLANDO HEALTH, INC.**

By: *Mark A. Jones*

Mark A. Jones, Senior Vice President

Orlando Health

President, Orlando Regional Medical Center

Date: 4/11/17

**Orlando Health**  
**Pathology Residency Program**

**Exhibit A**

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

1. The resident must be a licensed doctor (M.D.), or with a valid training certificate from the State Medical Board.
2. The resident must have at least one to two years experience in hospital pathology prior to entering the Forensic Pathology rotation at our office.
3. The resident must be able to complete all duties and functions required of him/her while working at our office in order to receive a successful evaluation on this rotation.