

**CONTRACT BETWEEN
METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
ACTING BY AND THROUGH THE METROPOLITAN BOARD OF HEALTH AND
THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES**

This Agreement is entered into on this 1st day of March, 2019, by and between **THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY ACTING BY AND THROUGH THE METROPOLITAN BOARD OF HEALTH**, a municipal corporation of the State of Tennessee (hereinafter referred to as "MPHD") and **THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES, FOR THE BENEFIT OF THE COLLEGE OF VETERINARY MEDICINE**, a public entity of the State of Florida (hereinafter referred to as "SCHOOL").

WHEREAS, **SCHOOL** is engaged in the higher education and training of interns ("Interns") through its graduate veterinary program and is in need of clinical experience opportunities for its Interns; and

WHEREAS, **MPHD** has a wide range of clinical experiences available to appropriate Interns.

NOW THEREFORE, in consideration of the mutual benefits, the parties agree as follows:

I. GENERAL PROVISIONS

- 1.1 At least one month prior to the beginning of each clinical experience (hereinafter referred to as a "Program"), the start date and length of the Program will be mutually agreed upon by the parties.
- 1.2 The number of Interns eligible to participate in the Program will be mutually determined by the parties at least one month prior to the beginning of the Program and, thereafter, may only be altered by mutual agreement of the parties.
- 1.3 Factors to be considered by the parties in determining start dates, program length and Intern numbers shall be: (i) the number of staff members available to train Interns; (ii) the work load of staff members; and (iii) the vacation schedule of staff members.
- 1.4 **SCHOOL** and **MPHD** will designate and submit in writing to the other the name of the person to be responsible for coordination of the Program on its behalf. Those persons will be called "Program Coordinators". **SCHOOL** and **MPHD** will notify the other in writing of any change or proposed change of their respective Program Coordinator.
- 1.5 Recognizing that the specific requirements of a clinical experience may vary from program to program, **SCHOOL** and **MPHD** agree that following execution of this Agreement, their respective Program Coordinators may develop written guidelines to

formalize operational details of a particular program so long as such guidelines fully comply with the terms of this Agreement.

II. RESPONSIBILITIES OF SCHOOL

- 2.1 **SCHOOL** will assign to **MPHD** interns enrolled in its veterinary medical education program for the purpose of receiving clinical instruction and experience.
- 2.2 **SCHOOL** will assign to **MPHD** only those Interns who have satisfactorily completed the prerequisite didactic portion of the curriculum. Prior to assignment, **SCHOOL** shall provide **MPHD** with a competency assessment of each Intern which addresses the Intern's: (i) knowledge of humane and safe animal handling techniques and (ii) ability to communicate and collaborate in a professional and positive team work environment.
- 2.3 **SCHOOL** will establish the criteria for evaluating the quality of Intern performance in the Program.
- 2.4 Prior to an Intern's arrival at **MPHD**, **SCHOOL** will provide **MPHD** with the name and biographical information and an executed copy of the Intern Clinical Affiliation Agreement for each Intern assigned to **MPHD**.
- 2.5 Prior to an Intern's arrival at **MPHD**, **SCHOOL** will provide the Intern with a copy of **MPHD**'s orientation materials and **MPHD**'s written regulations which will govern the Intern's activities while at **MPHD**.
- 2.6 **SCHOOL** is responsible for supplying any additional information furnished or required by **MPHD** prior to the arrival of an Intern at **MPHD**.
- 2.7 To the extent that the State of Florida, on behalf of the Board of Governors and the University of Florida Board of Trustees (UFBOT), has partially waived its immunity to tort claims and is vicariously responsible for the negligent acts and omissions of its employees and agents as prescribed by Section 768.28, Florida Statutes, UFBOT is protected for a claim or judgment by any one person in a sum not exceeding Two Hundred Thousand Dollars (\$200,000.00) and for total claims or judgments arising out of the same incident or occurrence in a total amount not exceeding Three Hundred Thousand Dollars (\$300,000.00), such protection being provided by the University of Florida J. Hillis Miller Health Center Self-Insurance Program, a self-insurance program created pursuant to the authority of Section 1004.24, Florida Statutes. Personnel and agents of UFBOT are not individually subject to actions arising from their state functions. Any damages allocated against the UFBOT as prescribed by Section 766.112, Florida Statutes, are not subject to reallocation under the doctrine of joint-and-several liability to codefendants of the UFBOT in professional liability actions. The sole remedy available to a claimant to collect damages allocated to UFBOT is as prescribed by Section 768.28, Florida

Statutes. All liability protection described in this Section is on an "occurrence" basis. The University of Florida J. Hillis Miller Health Center Self-Insurance Program provides ongoing protection with no expiration.

SCHOOL further agrees to provide professional and general liability coverage within the limits of one million dollars (\$1,000,000) for each occurrence and three million dollars (\$3,000,000) in the aggregate to cover the acts or omissions of the SCHOOL's Interns on affiliation at MPHD, in the event that the personal immunity to tort claims as described in section 768.28, Florida Statutes is deemed to be inapplicable.

- 2.8 Prior to an Intern's arrival at **MPHD**, **SCHOOL** will provide **MPHD** with proof that all Interns assigned to **MPHD** are covered by appropriate health insurance.
- 2.9 Prior to a Intern's arrival at **MPHD**, **SCHOOL** shall provide **MPHD** with proof that for each assigned Intern it has: (i) completed a recent physical examination demonstrating the Intern's ability to perform the essential functions of the job (with or without reasonable accommodations); (ii) obtained vaccination against rabies; and (iii) offered the Intern the option of receiving Hepatitis B vaccine.
- 2.10 **SCHOOL** shall notify its Interns that for the purpose of workers' compensation claims, the Interns are not considered employees of **MPHD** and **MPHD** shall not be responsible for any accidents or job-related injury or illness incurred by any Intern as a result of the Intern's participation in the Program at **MPHD**.
- 2.11 **SCHOOL** agrees that all its Interns are employees of **SCHOOL** and shall be covered by **SCHOOL**'s workers' compensation insurance for any accidents or related injury or illness incurred by any Intern of **SCHOOL** as a result of their participation in the Program at **MPHD**. **SCHOOL** agrees that Interns will not receive wages or any other monetary compensation as part of this Program.
- 2.12 **SCHOOL** will require Interns to abide by the rules and regulations governing Interns that are established by **MPHD**, herein attached as Exhibit 1.
- 2.13 **SCHOOL** shall immediately remove an Intern from the Program upon the written request of **MPHD** made in accordance with Section 3.8, below.
- 2.14 **SCHOOL** shall require the Interns to comply with all federal, state and local laws and/or regulations relative to their activities in Tennessee.

III. RESPONSIBILITIES OF MPHD

- 3.1 **MPHD** shall coordinate supervision of each Intern's clinical experience with **SCHOOL**.

- 3.2 **MPHD** shall conduct an orientation process to familiarize Interns with their responsibilities and with their work environment before beginning patient care or other activities.
- 3.3 **MPHD** will provide an environment within which an Intern may benefit from the clinical experience opportunities offered by **MPHD**.
- 3.4 **MPHD** will maintain records and reports on each Intern's performance as specified by **SCHOOL**.
- 3.5 **MPHD**, in a timely manner, shall provide **SCHOOL** with an evaluation on each Intern on forms provided by **SCHOOL**.
- 3.6 **MPHD** will provide **SCHOOL** with a copy of its orientation materials and its written regulations, which will govern the Intern's activities while at **MPHD**.
- 3.7 Upon reasonable request, **MPHD** will permit **SCHOOL**, and/or agencies charged with the responsibility for accreditation of the **SCHOOL**'s curriculum, to inspect its clinical facilities, the services available for the clinical experiences and any other items pertaining to the Program(s).
- 3.8 **MPHD**, by written request, may require **SCHOOL** to withdraw from the Program any Intern whose performance is unsatisfactory, whose personal characteristics prevent desirable relationships within **MPHD**, whose conduct may have a detrimental effect on patients, who fails to adhere to **MPHD**'s existing policies, rules and regulations, or whose health status is a detriment to the Intern's successful completion of the Program.

IV. TERMINATION

- 4.1 Term of Agreement. This Agreement shall commence the 1st day of March, 2019 and shall continue in full force and effect for a period of five (5) years unless terminated sooner as set forth in Section 4.2, below.
- 4.2 Termination. Either party hereto may terminate this Agreement, without cause, upon giving the other party ninety (90) days written notice of such intention to terminate. However, any such termination shall not be effective as to an Intern who at the date of notice is actively participating in a Program until such Intern has completed the program or until 180 days have passed from the date of notice of termination.

V. MISCELLANEOUS

- 5.1 Background Checks. **SCHOOL** shall notify Interns that criminal background checks are required by **MPHD**. It shall be the Intern's responsibility to make timely arrangements for the background check, to pay all costs associated with such checks, and to provide the results to **MPHD**.

- 5.2 Amendments. No modifications or amendments to this Agreement shall be valid or enforceable unless mutually agreed to in writing by the parties.
- 5.3 Assignment/Binding on Successors. No assignment of rights, duties or obligations of this Agreement shall be made by either party without the express written approval of a duly authorized representative of the other party. If an assignment does occur in accordance with this Agreement, the provisions of this Agreement shall inure to the benefit of and shall be binding upon the assigns or successors-in-interest of each of the parties hereto and all persons claiming by, through or under them.
- 5.4 Authority. SCHOOL warrants and represents to MPHD that SCHOOL's execution of this Agreement has been duly authorized by SCHOOL's governing body.
- 5.5 Captions/Gender/Number. The articles, captions, and headings herein are for convenience and reference only and should not be used in interpreting any provision of this Agreement. Whenever the context herein requires, the gender of all words shall include the masculine, feminine and neuter and the number of all words shall include the singular and plural.
- 5.6 Confidentiality. All patient records and all MPHD statistical, financial, confidential, and/or personnel data received, stored or viewed by SCHOOL shall be kept in the strictest confidence by SCHOOL and its Interns.
- 5.7 Controlling Agreement. This document, as of the effective date hereof, supersedes all other agreements between the parties which provide for the same services as contained in this Agreement. Accepting modifications or amendments as allowed by the terms of this Agreement, no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.
- 5.8 Fiscal Fund Out Clause. This Agreement shall terminate and MPHD's obligations under it shall be extinguished at the end of any of MPHD's fiscal years in which MPHD's governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under this Agreement.
- 5.9 Liability. Each party to this Agreement agrees to be fully responsible for its acts of negligence, or its agents' acts of negligence when acting within the scope of employment or agency, and agrees to be liable for any damage resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by the University of Florida Board of Trustees, School, and/or the Florida Board of Governors. Nothing herein shall be construed as consent by a state agency, public body corporate, or political subdivision of the State of Florida to be sued except as permitted by Section 768.28 Florida Statutes. Any claims of negligence against

MPHD or its employees must be brought under the Tennessee Governmental Tort Liability Act, T.C.A. § 29-20-101, et seq.

- 5.10 Interpretation. Each party hereto acknowledges that it has had ample opportunity to review and comment on this Agreement. This Agreement shall be read and interpreted according to its plain meaning and any ambiguity shall not be construed against either party.
- 5.11 Non-Discrimination. **SCHOOL** shall not discriminate against any person on the basis of age, color, disability, gender, handicapping condition (including AIDS or AIDS related conditions), national origin, race, religion, sexual orientation or any other class protected by law or regulation.
- 5.12 Notices. All notices required under this Agreement shall be in writing and shall either be served personally or sent by certified mail, return receipt requested. All mailed notices shall be deemed received three (3) days after mailing. Notices shall be mailed to the following addresses or such other address as either party may specify in writing to the other party:

To MPHD: Wendy Long, M.D.
Director of Health
Lentz Public Health Center
311 23rd Avenue North
Nashville, Tennessee 37203

To SCHOOL: James Lloyd, D.V.M.
Dean, College of Veterinary Medicine
P.O. Box 100125
Gainesville, Florida 32610

- 5.13 Publicity. Neither **MPHD** nor **SCHOOL** shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted, which identify another party or its facilities with respect to this Agreement without the prior written consent of the other party.
- 5.14 Relationship of Parties. None of the provisions in this Agreement is intended to create nor shall it be deemed or construed to create any relationship between the parties hereto other than that of independent contractors contracting on an equal basis with each other hereunder solely for the purpose of effectuating the provisions of this Agreement. Neither of the parties hereto, nor any of their respective employees, shall be construed to be the agent, franchisee, employer, representative, partner or joint venture of the other, nor shall either party represent to any other person or entity that the relationship created by this Agreement is anything other than as described in this paragraph.

- 5.15 Severability. In the event any provision of this Agreement is rendered invalid or unenforceable, said provision(s) hereof will be immediately void and may be renegotiated for the sole purpose of rectifying the error. The remainder of the provisions of this Agreement not in question shall remain in full force and effect.
- 5.16 Third Party Interest/Liability. This Agreement is entered into for the exclusive benefit of the undersigned parties and is not intended to create any rights, powers or interests in any third party. **MPHD** and/or **SCHOOL**, including any of their respective officers, directors, employees or agents, shall not be liable to third parties by any act or omission of the other party.
- 5.17 Waiver. A party's failure to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any option or right herein contained, shall not act as a waiver or relinquishment of said covenant, condition or right nor as a waiver or relinquishment of any future right to enforce such covenant, condition or right.
- 5.18 HIPAA Requirements: To the extent required by federal law, the parties agree to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 1320d ("HIPAA") and any current and future regulations promulgated thereunder, including without limitation, the federal privacy regulations, the federal security standards, and the federal standards for electronic transactions, all collectively referred to herein as "HIPAA Requirements." The parties agree not to use or further disclose any Protected Health Information or Individuality Identifiable Health Information, other than as permitted by HIPAA Requirements and the terms of the Agreement.
- 5.19 This Agreement is not effective until it has been signed by all parties and filed with the Metropolitan Clerk of the Metropolitan Government of Nashville and Davidson County, Tennessee.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year written below.

SCHOOL:

The University of Florida Board of Trustees
for the benefit of the College of Veterinary
Medicine

By: Laura Huntley for
David R. Nelson, M.D.
Interim Senior Vice President for Health
Affairs
University of Florida

Sworn to and subscribed to before me, a Notary

Public, this 12th day of

March 2019, [Year],

by Laura Huntley, the SUP of Health Affairs
on behalf of David Nelson of SCHOOL

and duly authorized to execute this instrument

on SCHOOL's behalf.

Cynthia Brochu
Notary Public

My Commission Expires



**SIGNATURE PAGE
FOR
UNIVERSITY OF FLORIDA COLLEGE OF VETERINARY MEDICINE AFFILIATE
AGREEMENT**

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their signatures.

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

Wendy Long MD
Wendy Long, M.D.
Director, Metro Public Health Department

3/14/19
Date

Carol Etherington
Carol Etherington, MSN, RN, FAAN
Chair, Board of Health

3/14/19
Date

APPROVED AS TO AVAILABILITY OF FUNDS:

Talia Lomax-O'dneal
Talia Lomax-O'dneal
Director, Department of Finance

3-20-19
Date

APPROVED AS TO RISK AND INSURANCE:

TRC
Director of Risk Management Services

3/27/19
Date

APPROVED AS TO FORM AND LEGALITY:

R. Alex Dubois
Metropolitan Attorney

3/27/19
Date

FILED IN THE OFFICE OF THE METROPOLITAN CLERK:

Metropolitan Clerk

Date

EXHIBIT 1

2015-2019
RULES OF PROCEDURE OF THE COUNCIL OF
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
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RULE
NO.

19. Contractual agreements requirements; street and alley closure requirements

No resolution or ordinance approving or authorizing the execution of any contract, lease, agreement or other instrument, or authorizing the closure and/or abandonment of any street, alley, or other public right-of-way, shall be considered by the Metropolitan Council unless said documents shall have been executed by all necessary parties, including affected property owners for legislation closing and/or abandoning streets or alleys, excepting the signature of the Metropolitan Mayor and the Metropolitan Clerk. However, said documents need not be executed by state, federal and railroad officials to be placed upon the agenda. For purposes of this rule, "affected property owner" includes (1) the owner(s) of property abutting the section of the street or alley to be abandoned; and/or (2) the owner(s) of property having a right to use the street or alley for purposes of ingress and egress to and from the owner's property, regardless of whether the street or alley has been built out.

All ordinances involving street or alley closures shall include the name or names of the parties requesting the street or alley closure within the body of the legislation.

University of Florida J. Hillis Miller Health Center Self-Insurance Program

CERTIFICATE OF LIABILITY PROTECTION University of Florida College of Veterinary Medicine

This memorandum provides a summary of the professional and patient general liability protection for claims and actions which arise from the acts or omissions of University of Florida College of Veterinary Medicine (UFCOVM) health care faculty, residents, and employees while acting within the course and scope of their employment, and/or for UFCOVM students while in an approved UFCOVM course of study or training program. A full description of the terms and conditions of the protections noted herein can be obtained from the administrative office of the University of Florida J. Hillis Miller Health Center Self-Insurance Program (UFSIP), a self-insurance program created pursuant to the authority of section 1004.24, Florida Statutes.

The UFCOVM is a component of the University of Florida Board of Trustees (UFBOT). To the extent the State of Florida has partially waived its immunity to tort claims as described in section 768.28, Florida Statutes, the UFBOT is protected for a professional or patient general liability claim or judgment by any one person in a sum not exceeding TWO HUNDRED THOUSAND DOLLARS (\$200,000), and for total claims or judgment arising out of the same incident or occurrence in a total amount not exceeding THREE HUNDRED THOUSAND DOLLARS (\$300,000), without an annual aggregate, such protection being provided by the UFSIP. Additional protection is provided by the UFSIP for total professional or patient general liability claims or judgment arising out of the same incident or occurrence up to ONE MILLION DOLLARS (\$1,000,000), without an annual aggregate and inclusive of the statutory limits described above, for any loss in excess of the statutory limits of liability which is assigned to the UFBOT by action of the Legislature and Governor of the State of Florida.

Individuals and entities protected by the UFSIP who are not subject to the immunity as described in section 768.28, Florida Statutes, are provided professional and patient general liability protection for total claims or judgment arising out of the same incident or occurrence up to a liability limit of TWO MILLION DOLLARS (\$2,000,000), without an annual aggregate, with such protection being provided by the UFSIP.

Students of the UFCOVM, while participating in a pre-approved course of study or training program and when not subject to the immunity as described in section 768.28, Florida Statutes, are provided professional and patient general liability protection for total claims or judgment arising out of the same incident or occurrence up to a liability limit of ONE MILLION DOLLARS (\$1,000,000), without an annual aggregate, with such protection being provided by the UFSIP.

All liability protection described herein will respond to any claim or action arising from negligent acts or omissions on an OCCURRENCE basis, subject to applicable statutes of limitation and repose.

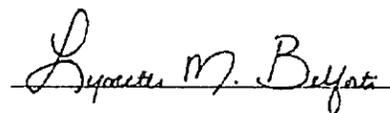
Professional liability actions filed against the UFBOT pursuant to section 768.28, Florida Statutes, are subject to section 766.112(2), Florida Statutes, which provides that any judgment against the UFBOT for medical malpractice actions shall be on the basis of the UFBOT's comparative fault and not on the basis of the doctrine of joint and several liability and that the sole remedy available to a claimant to collect damages allocated to the UFBOT shall be pursuant to section 768.28, Florida Statutes.

This Certificate of Liability Protection does not amend, alter, or modify the protection afforded by the UFSIP and is not fully descriptive of all conditions and restrictions. Further, the UFSIP is prohibited from adding as "insureds" or "protected entities" any individual or entity not described in section 1004.24, Florida Statutes, or other statute specifically authorizing their protection, nor can their protection be contractually extended to non-insureds or non-protected entities through indemnity or save-and-hold-harmless or similar agreements.

Policy Number: None

Certificate Holder: Metro Nashville, Attn: Procurement, PO Box 196300, Nashville, TN 37219-6300

Certificate Period: March 1, 2019 12:01 a.m. to July 1, 2020 12:01 a.m. (Insured Local Standard Time)



Lynette M. Belforti
Operations and Underwriting Officer
March 15, 2019