

MEMORANDUM

Agenda Item No. 8(H)(2)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: February 4, 2025

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution ratifying, pursuant to sections 2-9 and 2-10 of the Code of Miami-Dade County, Florida an Affiliation Agreement between Miami-Dade County and Florida International University Board of Trustees (FIU), for students to obtain clinical and other experiences at Zoo Miami; authorizing the County Mayor to exercise all rights contained therein; delegating to the County Mayor the authority to enter into future affiliation agreements for FIU students to participate in the program

Resolution No. R-122-25

The accompanying resolution was prepared by the Parks, Recreation and Open Spaces Department and placed on the agenda at the request of Prime Sponsor Vice Chairman Kionne L. McGhee and Co-Sponsor Senator René García.



Geri Bonzon-Keenan
County Attorney

GBK/ks

Date: February 4, 2025

To: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

From: Daniella Levine Cava 
Mayor

Subject: Resolution Ratifying an Affiliation Agreement Between Miami-Dade County and
Florida International University Board of Trustees for Students to Obtain
Required Clinical and Other Experiences at Zoo Miami

Executive Summary

It is recommended that the Board of County Commissioners (Board) ratify an Affiliation Agreement between the Florida International University Board of Trustees (FIU) and Miami-Dade County for FIU students to obtain required clinical and other experiences with Zoo Miami's veterinarian and other staff. The term of the agreement is from December 1, 2024 to November 30, 2025. The item also seeks authorization for the Mayor or the Mayor's designee to enter into future Affiliation Agreements for FIU students to participate in the program.

Recommendation

It is recommended that the Board of County Commissioners approve the attached resolution, pursuant to Section 2-9 and 2-10 of the Miami-Dade County Code, and ratify the execution of an Affiliation Agreement (Attachment A) with the Florida International University Board of Trustees (FIU) for FIU students to obtain required clinical and other experiences at Zoo Miami. This item also seeks authorization for the Mayor or the Mayor's designee to enter into future Affiliation Agreements for FIU students to participate in receiving clinical experience observing Zoo Miami veterinarian and other staff in the care of the zoo's animals, provided that such agreements have no fiscal impact to the County and have been approved as to form and legal sufficiency by the County Attorney's Office.

Scope

Zoo Miami is located at 12400 SW 152 Street within County Commission District 9, which is represented by Vice Chairman Kionne L. McGhee, however, Zoo Miami is a facility of countywide significance.

Delegation of Authority

The County Mayor or County Mayor's designee is authorized to execute the Agreement and exercise the termination provisions and all other provisions of the Agreement. This item also seeks authorization for the Mayor or the Mayor's designee to enter into future Affiliation Agreements for FIU students to participate in receiving clinical experience observing Zoo Miami veterinarian and other staff in the care of the zoo's animals, provide that such agreements have no fiscal impact to the County and have been approved as to form and legal sufficiency by the County Attorney's Office.

Fiscal Impact/Funding Source

There is no additional fiscal impact to the County. The Zoo Miami veterinary animal care division is funded from the Zoo Miami annual budget. The FIU students receive training by observing Zoo Miami veterinary and other staff in animal care.

Track Record/Monitor

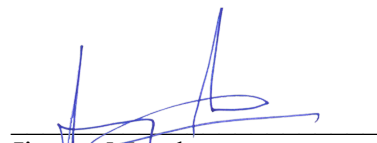
Will Elgar, Zoo Miami Director, will monitor the Affiliation Agreement.

Background

The County and FIU desire to enter into an agreement so that the Zoo Miami Animal Health Division can offer a four-week clinical elective course designed to give medical students exposure to the field of veterinary medicine and promote the concept of One Health medicine. One Health medicine is an integrative and unified approach that aims to link and promote the health of people, animals, and ecosystems. This course aims to have FIU medical students explore and recognize the concept of one health medicine as it relates to zoological species, environment diversity, conservation efforts, disease risk and transmission, and antibiotic resistance.

Students will develop an appreciation of the diversity of zoological species and the ability to understand the biology, welfare, and husbandry of each species and the risk of disease development. They will receive training in animal physical examination, pathophysiology, anesthesia, pharmacology, diagnostic imaging, and surgery. They will discuss weekly one health topics and then give a presentation to the zoo staff on a one health topic at the end of their rotation. In short, this course will strengthen collaborative and transdisciplinary approaches between the FIU Medical School and Zoo Miami, allowing for shared ideas and creating a relationship to better human, animal, and environmental health.

Attachment


Jimmy Morales
Chief Operating Officer



MEMORANDUM

(Revised)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: February 4, 2025

FROM: 
Glen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(H)(2)

Please note any items checked.

- _____ **"3-Day Rule" for committees applicable if raised**
- _____ **6 weeks required between first reading and public hearing**
- _____ **4 weeks notification to municipal officials required prior to public hearing**
- _____ **Decreases revenues or increases expenditures without balancing budget**
- _____ **Budget required**
- _____ **Statement of fiscal impact required**
- _____ **Statement of social equity required**
- _____ **Ordinance creating a new board requires detailed County Mayor's report for public hearing**
- _____ **No committee review**
- _____ **Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, majority plus one ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3) (h) or (4)(c) ____, CDMP 9 vote requirement per 2-116.1(4)(c) (2) ____) to approve**
- _____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(H)(2)
2-4-25

RESOLUTION NO. R-122-25

RESOLUTION RATIFYING, PURSUANT TO SECTIONS 2-9 AND 2-10 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA AN AFFILIATION AGREEMENT BETWEEN MIAMI-DADE COUNTY AND FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES (FIU), FOR STUDENTS TO OBTAIN CLINICAL AND OTHER EXPERIENCES AT ZOO MIAMI; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE ALL RIGHTS CONTAINED THEREIN; DELEGATING TO THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE THE AUTHORITY TO ENTER INTO FUTURE AFFILIATION AGREEMENTS FOR FIU STUDENTS TO PARTICIPATE IN THE PROGRAM

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying County Mayor's memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board:

Section 1. Ratifies the County Mayor or County Mayor's designee's execution of an Affiliation Agreement in substantially the form attached to the County Mayor's memorandum as Attachment A, between Miami-Dade County and Florida International University Board of Trustees (FIU), for FIU students to obtain clinical and other experiences at the Miami-Dade County Parks, Recreation and Open Spaces Department's Zoo Miami, in accordance with sections 2-9 and 2-10 of the Code of Miami-Dade County, Florida.

Section 2. Authorizes the County Mayor or County Mayor's designee to exercise all rights conferred therein of the Affiliation Agreement.

Section 3. Delegates to the County Mayor or County Mayor’s designee the authority to enter into future Affiliation Agreements for FIU students to obtain clinical and other experiences at Zoo Miami, provided that such future Affiliation Agreements have no fiscal impact to the County and have been approved as to form and legal sufficiency by the County Attorney’s Office.

The foregoing resolution was offered by Commissioner **Marleine Bastien** , who moved its adoption. The motion was seconded by Commissioner **Raquel A. Regalado** and upon being put to a vote, the vote was as follows:

Anthony Rodriguez, Chairman	aye		
Kionne L. McGhee, Vice Chairman	aye		
Marleine Bastien	aye	Juan Carlos Bermudez	aye
Kevin Marino Cabrera	aye	Sen. René Garcia	aye
Oliver G. Gilbert, III	aye	Roberto J. Gonzalez	aye
Keon Hardemon	aye	Danielle Cohen Higgins	aye
Eileen Higgins	aye	Raquel A. Regalado	aye
Micky Steinberg	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 4th day of February, 2025. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.



MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

JUAN FERNANDEZ-BARQUIN, CLERK

By: Basia Pruna
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

mjs

Melanie J. Spencer

ATTACHMENT A

AFFILIATION AGREEMENT BETWEEN THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES AND MIAMI-DADE COUNTY

THIS AFFILIATION AGREEMENT, entered into and effective December 1st, 2024 (the “Effective Date”), is between the Florida International University Board of Trustees (hereinafter “FIU”), and Miami-Dade County for its Zoo Miami (hereinafter the “Facility”), hereinafter collectively referred to as the “Parties”;

WHEREAS, FIU desires that individuals (“Students”) enrolled in its Doctor of Medicine program(s) (“Program”) obtain required clinical and/or other experiences at the Facility;

WHEREAS, the Facility is willing to offer such experiences in recognition of the need to train Students;

WHEREAS, it is to the benefit of both FIU and the Facility to cooperate in the educational preparation of Students so as to promote excellence in patient care, to ensure professional competence, to assure the availability of future health care providers and services to the community, and to provide maximum utilization of community resources;

NOW, THEREFORE, in consideration of mutual promises set forth herein and other good and valuable consideration, FIU and Facility agree as follows:

1. **PURPOSE.** The purpose of this Agreement is to establish procedures and guidelines pursuant to which Facility shall provide access to clinical and/or other experiences for Students (“Experience”) who are in good standing with FIU and who are accepted for such training by the Facility, including the responsibilities of the parties listed in Exhibit A.
2. **TERM AND TERMINATION.** The term of this Agreement shall be one year commencing on December 1, 2024 and ending November 30, 2025. This Affiliation Agreement may be terminated by either Party upon Ninety (90) days prior written notice by the other Party.

3. **RESPONSIBILITIES OF FACILITY.** In accordance with the terms and conditions of this Agreement and any Program-specific curriculum provided to Facility by FIU, Facility agrees to provide clinical and/or other experiences for Students in connection with the Program, and Facility shall:
- a) Accept Students into Experiences, the number of which shall be determined at the reasonable discretion of Facility, based upon Facility's space, patient population, and upon any other considerations as solely and absolutely determined by Facility.
 - b) Designate a person(s) to serve for Facility as liaison(s) (hereinafter the "Facility Liaison"), and provide FIU, in writing, the name of the Facility Liaison prior to the start of the educational experience(s), who will:
 - (1) Provide Students with an orientation of the Facility's facilities, or orientation packets about the Facility, which will include information about policies and procedures, including without limitation the Health Insurance Portability and Accountability Act of 1996 (HIPAA), especially as it relates to the Facility's confidentiality requirements, and on regulations regarding blood-borne pathogens, infectious disease plans, and hazardous chemical plan, and how, when and why to report incidents.
 - (2) Plan, administer and retain total responsibility for all aspects of patient care and assure qualified supervision of all patient activities.
 - (3) In its sole and absolute discretion at any time, summarily relieve a Student from a specific assignment, or request that a Student leave a patient care area or withdraw any Student from its facilities whose conduct or work with patients, personnel, or medical staff is not in accordance with the policies and procedures of Facility or is detrimental to patients or others. Facility shall use reasonable efforts to notify FIU of any Student whose work or conduct with clients, patients or personnel is not, in the opinion of Facility, in accordance with acceptable procedures or standards of performance or otherwise could disrupt patient care or Facility's operation. FIU agrees to immediately communicate and implement as appropriate the Facility's determination to withdraw such Student from Facility's facilities.
 - c) The parties acknowledge that many student education records are protected by the Family Educational Rights and Privacy Act ("FERPA") and by applicable state law, and that generally, written student consent must be obtained before releasing personally identifiable student education records to anyone other than FIU. FIU agrees to provide guidance to Facility with respect to complying with the provisions of FERPA and similar state law. Facility agrees to treat all Student education records that are specifically identified as such by the parties confidentially and not to disclose such Student education records except to FIU and Facility officials who need the information to fulfill their professional responsibilities pursuant to this

Affiliation Agreement, or as otherwise required or permitted by law.

- d) Provide access to cafeteria facilities, if available, for the Students. The cost of meals at same is to be paid by Students.
- e) Provide access to Facility library facilities, if available.
- f) Provide or arrange for the provision of appropriate treatment and follow-up when Students are exposed to infectious or environmental hazards or other occupational injuries occurring at the Facility. Facility is responsible for making available (at the Student's expense) initial and precautionary medical care if students are exposed to infectious or environmental hazards or if Students receive other occupational injuries at the Facility during the Experience. Facility shall notify the Program Director of any situation where a Student requires emergency medical care while at the Facility. Facility shall not be responsible for the payment of any fees or costs related to any medical care provided to Students.
- g) Provide FIU Faculty with access to the Facility as needed for the purpose of allowing such Faculty to evaluate the Students and the experiences provided. If FIU Faculty are not typically on-site at Facility, Facility will allow such Faculty access to the Facility and Students upon reasonable notice to Facility, and only those Faculty who otherwise practice within the Facility shall be required to be credentialed by Facility.
- h) Facility shall be, at all times, responsible for the clinical actions in its facilities, and shall have ultimate responsibility for all clinical decisions made on its patients.
- i) The parties acknowledge that each is subject to regulatory and accreditation compliance with various external agencies, and each agrees to cooperate with the other party to facilitate compliance with all regulatory and accreditation requirements of the Facility and FIU, including but not limited to, permission for regulatory or accreditation reviewers to observe students and faculty engaged in educational and clinical experiences at the Facility or University.

4. **RESPONSIBILITIES OF FIU.** FIU shall:

- a) Be solely responsible for any and all appointments to its faculty.
- b) Provide a contact person at FIU with authority over the program for which Student(s) is training.
- c) Present Students who (i) have completed Facility's application and been approved by Facility, (ii) have adequate preclinical instruction and (iii), in the discretion of the Facility have adequately fulfilled the preclinical requirements for the Experience (including, but not limited to any background check, drug screening,

immunizations and/or immunity, etc.). The foregoing notwithstanding, Students are responsible for meeting Facility's application requirements and Facility is responsible for assessing whether Students have met preclinical screening requirements unless the parties specifically agree otherwise.

- d) Establish and maintain curriculum standards and educational policies that meet FIU standards and applicable licensing and accreditation requirements.
- e) Retain overall responsibility for Students and administer, organize and operate the overall educational program and retain responsibility for the education of Students in and for FIU's program curriculum, its design, delivery, and quality including Student grading, progression, termination, or graduation from the program of study, including the Guiding Principles and Guidelines in Exhibit B.
- f) Educate Students to maintain the confidentiality of all records or information exchanged in the course of the Experience in accordance with Facility policies and all applicable federal and state laws, rules and regulation, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"); and.
- g) Ensure each Student provides for his or her own housing, transportation, parking, meals and all other expenses not specifically provided for herein.
- h) Ensure each Student has met the Facility's background check requirements, attached hereto as Exhibit C.

5. INDEPENDENT CONTRACTOR/ STUDENTS STATUS.

- a) 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.
- b) No Student will be deemed to be an employee, agent or volunteer of the Facility by virtue of participation in the Program, nor will the Facility be liable for the payment of any wage, salary, or compensation of any kind for service provided by the Students while participating in the Experience. Further, no Student will be covered under the Facility's Worker's Compensation, social security, or unemployment compensation programs while participating in the Experience.

6. **INSURANCE AND LIABILITY.**

- a) Insurance of School. FIU shall, at all times during the term of this Agreement, maintain occurrence-based, self-insurance policy as applicable. Notwithstanding the foregoing, FIU is a political subdivision of the State of Florida and is therefore, entitled to sovereign immunity as detailed in Section 768.28, Florida Statute. Self-Insurance shall be provided pursuant to the authority of Section 1004.24, Florida Statutes and BOG Regulation 10.001. To the extent that the State of Florida, on behalf of the Board of Governors and the University Board of Trustees ("FIUBOT"), 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, FIUBOT is protected for a claim or judgment by any one person in a sum not exceeding Two Hundred Thousand Dollars (\$200,000) and for total claims or judgments arising out of the same incident or occurrence in a total not exceeding Three Hundred Thousand Dollars (\$300,000).
- b) Insurance of Facility.
- c) Each Party's Responsibility. Each party agrees to be: (i) fully responsible for its acts of negligence or its employees or agent's acts of negligence when acting within the scope of their employment; and (ii) liable for any damages resulting from said negligence. The foregoing shall only be to the extent and within the limitations of Section 768.28, Florida Statutes, subject to the provision of that statute. Nothing herein shall be construed as making either party responsible for any liability or claim arising out of the negligent performance or failure of performance of the other party or as a result of the negligence or failure of performance of any third party. Further, nothing contained herein shall be construed or interpreted as: (i) denying either party or other state or public entity any remedy or defense available under the laws of the State of Florida; (ii) the consent of either party to be sued; or (iii) waiver of sovereign immunity of either party beyond the waiver described herein and provided in Section 768.28, Florida Statutes.

7. **MISCELLANEOUS.**

- a) Assignments. This Agreement may not be assigned, either in whole or in part, to a third party without the prior written consent of the non-assigning party.
- b) Third Party Obligations. Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon any person, firm or corporation other than the parties hereto and their respective successors and assigns, any remedy or claim under or by reason of this Agreement or any term, covenants and conditions hereof shall be for the sole and exclusive benefit of the parties hereto and their permitted successors and assigns.

- c) 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 hereunder, or give rise to any claim for damages.
- d) Applicable Law. The validity, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Florida.
- e) 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.
- f) Cooperation. A Party will reasonably cooperate with the other Party and its counsel in the defense of any claims against a Party in any way arising out of or connected with this Agreement. Such cooperation, including attendance at depositions, trials, conferences, and the rendering of written reports, will be at no expense to the Party not subject to the claim.
- g) Amendments and Modifications to Agreement. All amendments and modifications to this Agreement shall be made by written mutual consent of both Parties.
- h) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- i) Notices. All notices under this Agreement shall be in writing and delivered by personal delivery; United States mail, certified, return receipt requested; or a nationally recognized overnight courier service with tracking requested. Such notices shall be delivered to the following:

Facility Representative:

Miami-Dade County
12400 SW 152 Street, Miami, FL 33177
Attn: Will Elgar, Director, Zoo Miami

FIU Representative:

The Florida International University
11200 SW 8th Street
Miami, Florida 33199
Attn: Dr. Robert Levine, M.D.

- j) Authority. Each signatory to this Agreement personally represents that, to the best of his/her knowledge, he/she has authority to legally bind his/her respective party to this Agreement. The signatories are not otherwise parties to this Agreement, except as elsewhere set forth in this Agreement.
- k) The parties agree not to discriminate on the basis of race, color, religion, age, gender,

national origin, marital status, disability, sexual orientation, or any factor protected by law.

- l) Invalidity. The invalidity or unenforceability of a particular provision of this Agreement shall not affect the other provisions hereof, and the Agreement shall be construed in all respects as if such valid or unenforceable provisions were omitted.
- m) Florida Public Records Act.

As it relates to this Agreement and any subsequent agreements and other documents related to the Agreement, Florida International University Board of Trustees, pursuant to Section 119.0701 of the Florida Statutes, shall:

Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform its obligations under this Agreement.

Upon request from the County's custodian of public records identified herein, provide the County with a copy of the requested records or allow the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in the Florida Public Records Act, Miami-Dade County Administrative Order No. 4-48, or as otherwise provided by law.

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 the obligations under this Agreement if Florida International University Board of Trustees, Inc does not transfer the records to the County. Nothing in this Agreement shall be construed as a waiver of any exemption from disclosure Florida International University Board of Trustees may have under Florida law, without limitation.

Meet all requirements for retaining public records and transfer to the County, at no cost to County, all public records created, received, maintained and/or directly related to the performance of this Agreement that are in possession of Florida International University Board of Trustees upon termination of this Agreement.

For purposes of this Section, the term "public records" shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the County.

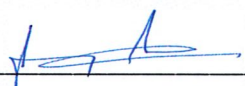
Florida International University Board of Trustees failure to comply with the public records disclosure requirement set forth in Section 119.0701 of the Florida Statutes shall be a breach of this Agreement and the County may, at the County's sole discretion, avail itself of any of the remedies for breach set forth under this Agreement or available at law or equity. In the Florida International University

Board of Trustees fails to meet any of these provisions or fails to comply with Florida's Public Records Laws, Florida International University Board of Trustees shall be responsible for indemnifying the County in any resulting litigation and will. In addition, Florida International University Board of Trustees will forever stipulate and be obligated to intervene and defend its claim that any public record is confidential, trade secret, or otherwise exempt from inspection and copying under Florida's Public Records Laws for any public records request arising out of or relating to the Agreement. Florida International University Board of Trustees obligations under this section of the Agreement shall survive termination of this Agreement.

IF FIU HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO FIU'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE FACILITY'S CUSTODIAN OF PUBLIC RECORDS AT: MIAMI-DADE COUNTY PARKS, RECREATION AND OPEN SPACES DEPARTMENT, 275 NW 2 STREET, ROOM 555, MIAMI, FLORIDA 33128 ATTN: DAVID LIVINGSTONE. EMAIL: DCL@MIAMIDADE.GOV

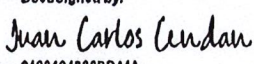
IN WITNESS WHEREOF, the Parties, through their respective authorized representatives, have executed this Agreement as of the Effective Date.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

By: 
Mayor or Mayor's Designee
Jimmy Morales, Chief Operating Officer

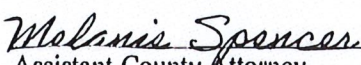
Date of Signature: 12/2/2024

THE FLORIDA INTERNATIONAL
UNIVERSITY BOARD OF TRUSTEES

DocuSigned by:

By: 0403424338BD44A...
Juan Cendan, MD
Dean, Herbert Wertheim College of Medicine

Date of Signature: 11/22/2024

Approved as to Form
and Legal Sufficiency


Assistant County Attorney

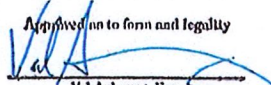
Approved as to form and legality

Val Amburge, Esq.
Deputy General Counsel, Health Affairs

EXHIBIT A

WHEREAS, this AGREEMENT is intended and shall be interpreted to meet the UNIVERSITY's accreditation standards related to affiliation agreements with clinical affiliates which require at a minimum:

- The HOST AGENCY will provide medical student, and faculty if applicable, access to appropriate resources for medical student education.
- The UNIVERSITY is ultimately responsible for the medical education program, academic affairs, and the assessment of medical students.
- The UNIVERSITY is primarily responsible for the appointment and assignment of faculty members with responsibility for medical student teaching.
- Specification of the responsibility for treatment and follow-up when a medical student is exposed to an infectious or environmental hazard or other occupational injury,
- The shared responsibility of the UNIVERSITY and HOST AGENCY for creating and maintaining an appropriate learning environment.

Responsibilities of the UNIVERSITY

- The UNIVERSITY will plan and determine the adequacy of the educational experience of the students in theoretical background, basic skill, professional ethics, attitude and behavior and shall assign to HOST AGENCY only those students who have satisfactorily completed the prerequisite didactic portions of the UNIVERSITY's curriculum.
- The UNIVERSITY will retain ultimate responsibility for the education and assessment of its students. The School's representative for this Agreement shall be a faculty member appointed and assigned by the UNIVERSITY, who will be responsible for medical student teaching and assessment provided pursuant to this Agreement.

Responsibilities of the HOST AGENCY

- The HOST AGENCY has a responsibility to maintain a positive, respectful, and adequately resourced learning environment so that sound educational experiences can occur. Therefore, the HOST AGENCY will provide students and faculty with access to appropriate resources for medical student education including: a) access to patients at HOST AGENCY facilities in an appropriately supervised environment, in which the students can complete the UNIVERSITY's curriculum; b) student security badges or other means of secure access to patient care areas; c) access and required training for medical students in the proper use of electronic medical records or paper charts, as applicable; d) computer access, as applicable; e) secure storage space for medical students' personal items when at the HOST AGENCY; and f) access to call rooms, if necessary.
- The HOST AGENCY agrees to comply with applicable state and federal workplace safety laws and regulations. In the event a student is exposed to an infectious or environmental hazard or other occupational injury (i.e., needle stick) while at the HOST AGENCY, the

HOST AGENCY, upon notice of such incident from the student, will provide such emergency care as is provided its employees, including, where applicable: examination and evaluation by HOST AGENCY's emergency department or other appropriate facility as soon as possible after the injury; emergency medical care immediately following the injury as necessary; initiation of the HBV, Hepatitis C (HCV), and/or HIV protocol as necessary; and HIV counseling and appropriate testing as necessary. In the event that HOST AGENCY does not have the resources to provide such emergency care, HOST AGENCY will refer such student to the nearest emergency facility. The UNIVERSITY will define, for its medical students, who bears financial responsibility for any charges generated.

Mutual Responsibilities

- The UNIVERSITY, including its faculty, staff, medical students, and residents, and HOST AGENCY share responsibility for creating an appropriate learning environment that includes both formal learning activities and the attitudes, values, and informal "lessons" conveyed by individuals who interact with the student. The parties will cooperate to evaluate the learning environment (which may include on-site visits) to identify positive and negative influences on the maintenance of professional standards, and to conduct and develop appropriate strategies to enhance the positive and mitigate the negative influences. HOST AGENCY shall require its faculty and staff who interact with students to adhere to the expectations set forth in Exhibit A and communicate student violations to the UNIVERSITY. UNIVERSITY agrees to require its students to adhere to the expectations set forth in Exhibit A.

EXHIBIT B: TEACHER-LEARNER EXPECTATIONS

The UNIVERSITY holds in high regard professional behaviors and attitudes, including altruism, integrity, respect for others and a commitment to excellence. Effective learning is best fostered in an environment of mutual respect between teachers and learners. In the context of medical education the term “teacher” is used broadly to include peers, resident physicians, full-time and volunteer faculty members, clinical preceptors, nurses, and ancillary support staff, as well as others from whom students learn.

GUIDING PRINCIPLES:

Duty: Medical educators have a duty to convey the knowledge and skills required for delivering the profession’s standard of care and also to instill the values and attitudes required for preserving the medical profession’s social contract with its patients.

Integrity: Learning environments that are conducive to conveying professional values must be based on integrity. Students and residents learn professionalism by observing and emulating role models who epitomize authentic professional values and attitudes.

Respect: Respect for every individual is fundamental to the ethic of medicine. Mutual respect is essential for nurturing that ethic. Teachers have a special obligation to ensure that students and residents are always treated respectfully.

RESPONSIBILITIES OF TEACHERS AND LEARNERS:

Teachers should:

- Treat students fairly and respectfully
- Maintain high professional standards in all interactions
- Be prepared and on time
- Provide relevant and timely information
- Provide explicit learning and behavioral expectations early in a course or clerkship
- Provide timely, focused, accurate and constructive feedback on a regular basis and thoughtful and timely evaluations at the end of a course or clerkship
- Display honesty, integrity and compassion
- Practice insightful (Socratic) questioning, which stimulates learning and self-discovery, and avoid overly aggressive questioning which may be perceived as hurtful, humiliating, degrading or punitive
- Solicit feedback from students regarding their perception of their educational experiences

- Encourage students who experience mistreatment or who witness unprofessional behavior to report the facts immediately

Students should:

- Be courteous of teachers and fellow students
- Be prepared and on time
- Be active, enthusiastic, curious learners
- Demonstrate professional behavior in all settings
- Recognize that not all learning stems from formal and structured activities
- Recognize their responsibility to establish learning objectives and to participate as an active learner
- Demonstrate a commitment to life-long learning, a practice that is essential to the profession of medicine
- Recognize personal limitations and seek help as needed
- Display honesty, integrity and compassion
- Recognize the privileges and responsibilities coming from the opportunity to work with patients in clinical settings
- Recognize the duty to place patient welfare above their own
- Recognize and respect patients' rights to privacy
- Solicit feedback on their performance and recognize that criticism is not synonymous with "abuse"

Relationships between Teachers and Students

Students and teachers should recognize the special nature of the teacher-learner relationship which is in part defined by professional role modeling, mentorship, and supervision. Because of the special nature of this relationship, students and teachers should strive to develop their relationship to one characterized by mutual trust, acceptance and confidence. They should both recognize the potential for conflict of interest and respect appropriate boundaries.

EXHIBIT C

MIAMI-DADE COUNTY PARKS, RECREATION AND OPEN SPACES DEPARTMENT AFFIDAVIT PURSUANT TO MIAMI-DADE COUNTY CODE CHAPTER 26, ARTICLE III; THE SHANNON MELENDI ACT

1. This affidavit is submitted to the Miami-Dade County Parks, Recreation and Open Spaces Department, (the "Department") by:

_____, for
(Print individual's name and title)

(Print name of entity submitting compliance statement)

whose business address is _____

and its Federal Employer Identification Number (FEIN/SSN) _____

2. I, am duly authorized to make this affidavit on behalf of:

(Print individual's name and title)

(Print name of entity submitting affidavit)

3. I understand that on January 10, 2008, the Miami-Dade County Commission passed and adopted Ordinance No. 08-07, which amended Miami-Dade County Code, Chapter 26, Article III, and the Shannon Melendi Act.

4. I understand and can attest to my organization/agency/firm's compliance with this Ordinance and that;

A. Employers of child event workers, employers of park vendors, Programming Partners and CBOs shall secure a nationwide criminal background check of all existing child event workers, park vendors, employees, and volunteers whose duties require physical presence on park property owned or operated by Miami-Dade County. In addition, prior to employing or allowing a person to volunteer whose duties would require physical presence on park property owned or operated by Miami-Dade County, employers of child event workers, employers of park vendors, and Programming Partners and CBOs shall secure a nationwide criminal background check of all such prospective child event workers, park vendors, employees or volunteers. My organization/agency/firm has conducted the nationwide criminal background checks through a **Professional Background Screener** and has obtained a report as to whether each child event worker, park vendor, staff member or volunteer is listed on the **National Sex Offender Public Registry**, and a comprehensive report and analysis, obtained from no less than **two independent databases/sources**, on the nationwide criminal history of such child event worker, park vendor, staff member or volunteer.

B. Every three (3) years thereafter, employers of park vendors, and Programming Partners and CBOs shall secure nationwide criminal background checks for existing park vendors, staff members, and volunteers whose duties require physical presence on park property owned or operated by Miami-Dade County. However, employers of child event workers shall secure nationwide criminal background checks for existing child event workers whose duties require physical presence on park property owned or operated by Miami-Dade County every year thereafter.

C. Any child event worker, park vendor, or staff member or volunteer of a Programming Partner or CBO who:

1. Has been convicted of a violent felony or conspiracy to commit a violent felony within the past five (5) years; or
2. Has been convicted of a felony involving the trafficking of a controlled substance within the past (5) years; or
3. Has two (2) or more convictions for a violent felony, for conspiracy to commit a violent felony, or involving the trafficking of a controlled substance; or
4. Is a sexual offender or a sexual predator; or
5. Has failed to provide the employer, Programming Partner or CBO with proof of United States citizenship or legal immigration status in the United States, shall be prohibited from working or volunteering on park property owned or operated by Miami-Dade County. All child event workers, park vendors, and staff members and volunteers of a Programming Partner or CBO shall submit to their employer, to the

Programming Partner, or to the CBO an affidavit affirming that no work or volunteer duties will be performed on park property owned or operated by Miami-Dade County in violation of this subsection and that any arrest will be reported to his/her employer within forty-eight (48) hours of such arrest.

- D. Employers of child event workers shall maintain copies of the results of the criminal background checks required by this section for a period of two (2) years from the date they were secured, and employers of park vendors, Programming Partners, and CBOs shall maintain such copies for a period of three (3) years from the date they were secured. Employers of child event workers, employers of park vendors, and Programming Partners and CBOs shall maintain the affidavits required by Section 26-38.C. and the copies of the proof of United States citizenship or legal immigration status until the person is no longer a child event worker, park vendor, staff member, or volunteer. Employers of child event workers, employers of park vendors, and Programming Partners and CBOs shall, upon request, provide copies of these documents to Miami-Dade County or to any law enforcement personnel with jurisdiction.
 - E. Every child event worker, park vendor, and staff member and volunteer of a Programming Partner or CBO shall wear, in a conspicuous and visible manner, an **identification badge that contains his/her photograph and full name** while working or volunteering on park property owned or operated by Miami-Dade County, except when in costume and during a performance. The identification badge shall be of a size, design, and format approved by the Miami-Dade County Parks, Recreation and Open Spaces Department.
5. I understand that the following Penalties and Enforcement shall take place for a violation of any provision of the ordinance.
- a. It shall be unlawful for an employer of child event workers, an employer of park vendors, or a Programming Partner or CBO to knowingly permit or allow any child event worker, park vendor, staff member, or volunteer to work or volunteer on park property owned or operated by Miami-Dade County in violation of Section 26-38.
 - b. It shall be unlawful for any child event worker, park vendor, or staff member or volunteer of a Programming Partner or CBO to work or volunteer on park property owned or operated by Miami-Dade County in violation of Section 26-38.
 - c. Any person who shall violate a provision of Section 26-38, or who shall knowingly or willingly provide false or erroneous information to his/her employer, or fail to comply therewith, or with any of the requirements thereof, shall upon conviction thereof in the County Court, be punished by a fine not to exceed five hundred dollars (\$500.00) or by imprisonment in the County Jail for not more than sixty (60) days, or by both such fine and imprisonment.
 - d. Any person who violates or fails to comply with Section 26-38 may be subject to civil penalties in accordance with Chapter 8CC of this Code. Each day of violation or noncompliance shall constitute a separate offense.
6. I understand that any costs or fees associated with the required background screening will be borne by my organization/agency/firm.
7. I hereby certify that the foregoing statement is true and correct in relation to the company for which I am submitting this affidavit. I further certify that this statement is being given knowingly and voluntarily by me on behalf of the company.

The organization/agency/firm submitting this affidavit recognizes and acknowledges that it's subject to the provisions of Code of Miami-Dade County, Chapter 26, Article III, the Shannon Melendi Act and agrees to comply therewith.

(Signature)

(Print Name)

(Date)

(Title)

SUBSCRIBED AND SWORN TO (or affirmed) before me this _____

by _____ He/She is personally known to me or has

presented _____ as identification.

(Type of Identification)

(Signature of Notary)

(Serial Number)

(Print or Stamp Name of Notary)

(Expiration Date)

Notary Public _____ Notary Seal
(State)