

**JACKSONVILLE CLEFT AND CRANIOFACIAL PROGRAM
MEDICAL DIRECTOR AGREEMENT**

THIS AGREEMENT is effective the 1st day of July, 2016 (hereinafter referred to as the "Effective Date") by and between Managed Access to Child Health, Inc. d/b/a Partnership for Child Health, with offices located at 910 North Jefferson Street Jacksonville, Florida 32209, ("The Partnership") and The University of Florida Board of Trustees for the benefit of the College of Medicine-Jacksonville ("University"). The purpose of this agreement is to conduct work related to the Jacksonville Cleft and Craniofacial Program ("Program").

WITNESSETH

WHEREAS, The Partnership desires to obtain the services of a qualified Physician to serve as Medical Director to the Jacksonville Cleft and Craniofacial Program;

WHEREAS, University employs Jeffrey Goldhagen, M.D. ("Physician") who is available and through whom University is willing to provide such services to The Partnership;

WHEREAS, Physician is qualified and licensed as such by the State of Florida and is an approved provider for Children's Medical Services;

WHEREAS, University has a state tri-fold mission of education, research and service;

WHEREAS, The Partnership desires to use the services, and University desires to provide such services, according to the terms hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereto agree to the following:

Article 1 - Definitions

As used herein, the following terms shall have the following meanings:

- 1.1 "Physician Services" shall mean the services provided by Physician at Jacksonville Cleft and Craniofacial Program.

Article 2 – Responsibilities

- 2.1 University shall commence promptly after the effective date of this Agreement to provide approximately 0.15 FTE qualified Physician for the provision of Physician Services to the Program, and will use reasonable efforts to perform such services substantially in accordance with the terms and conditions of this Agreement, as further described in **Exhibit A**. The Partnership and University may at any time amend by mutual written agreement.
- 2.2 In the event that the University becomes unable or unwilling to continue Physician Services, and a mutually acceptable substitute is not available within reasonable time, University and/or The Partnership shall have the option to terminate the Agreement.

- 2.3 Any vacancy or change in professional staff must be reported to The Partnership.
- 2.4 For each employee that comes into contact with children; the University will provide a written statement testifying to the completion of a Level 2 Screening Standards, as specified in Section 435.04, the All University personnel working with children will be screened annually according to Florida Statutes and Chapter 394, Laws of Florida, which includes local, state, and national databases. Original documentation to substantiate this written statement must be produced upon the request of The Partnership.
- 2.5 University will establish policies and records management procedures to assure client privacy.
- 2.6 The University agrees to provide the required supporting documentation for expenses as detailed in **Exhibit B**.

Article 3 – Compensation

- 3.1 The Partnership agrees to make payment to University according to the budget detailed in **Exhibit B**. For the Initial Term of the Agreement (defined infra, Section 5.1), The Partnership shall make payment to University in the amount of Fifty Thousand One Hundred Six Dollars and Ten Cents (\$50,106.10). University will invoice The Partnership for the Initial Term within thirty (30) days of full execution of this Agreement. Thereafter for each Renewal Term (defined infra), University will submit an updated budget based on annual projected costs (“Annual Amount”) within sixty (60) days of commencement of the Renewal Term. The Annual Amount shall be payable in twelve (12) monthly installments and University will invoice The Partnership on a monthly basis on or before the 20th day of the calendar month after the month for which services were rendered. Requests for payment must describe the services provided and provide all documentation of provision of such services. The Partnership shall render payment to University for the services provided within thirty (30) days of receiving acceptable invoice and documentation, subject to the availability of lawfully appropriated funds for this Program.

Article 4 - Publicity

- 4.1 The Partnership will not use the name of University, nor of any member of University's Program staff, in any publicity, advertising, or news release without the prior written approval of an authorized representative of University. University will not use the name of The Partnership, nor any employee of The Partnership, in any publicity without the prior written approval of The Partnership.

Article 5 - Term and Termination

- 5.1 The initial term of this Agreement shall be for twelve (12) months, commencing on July 1, 2016 and ending on June 30, 2017 (“Initial Term”). The Agreement shall renew automatically for successive periods of twelve (12) months (“Renewal Terms”) under the same terms and conditions, or such other terms and conditions as may be mutually agreed upon by the parties for any successive term, unless terminated sooner pursuant to the provisions herein.
- 5.2 Either party shall have the right to terminate this Agreement, in its sole discretion and without cause, upon ninety (90) days’ prior written notice to the other party.

- 5.3 Termination of this Agreement by either party for any reason shall not affect the rights and obligations of the parties accrued prior to the effective date of termination of this Agreement. In the event of termination, University shall be entitled to payment for any work performed and accepted by the Partnership and any non-cancelable expenses.

Article 6 - Independent Contractor and No Third Party Beneficiaries

- 6.1 Independent Contractor. In the performance of all services hereunder:
- 6.1.1 University shall be deemed to be and shall be an independent contractor and, as such, University shall not be entitled to any benefits applicable to employees of The Partnership;
- 6.1.2 Neither party is authorized or empowered to act as agent for the other for any purpose and shall not on behalf of the other enter into any contract, warranty, or representation as to any matter. Neither shall be bound by the acts or conduct of the other.
- 6.2 No Third Party Beneficiaries. 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 or assigns, any remedy or claim under or by reason of this Agreement, or any term, covenant or condition hereof, as third party beneficiaries or otherwise, and all of the terms, covenants and conditions hereof shall be for the sole and exclusive benefit of the parties hereto and their permitted successors and assigns.

Article 7 - Insurance

- 7.1 To the extent that the State of Florida, on behalf of the Board of Trustees, 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, University and its employees are 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. Employees and agents of University are not individually subject to actions arising from their State functions. Any damages allocated against the Board of Trustees as prescribed by Section 768.81, Florida Statutes, are not subject to reallocation under the doctrine of joint-and-several liability to codefendants of the Board of Trustees in professional liability actions (see Section 766.112(2), of the Florida Statutes). The sole remedy available to a claimant to collect damages allocated to the Board of Trustees is as described in 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.
- 7.2 Each party shall be responsible for the negligent acts or omissions of itself and its own employees or agents while acting within the scope of their employment during the term of this Agreement. Neither party shall be liable for the negligent acts or omissions of the other party or the other party's employees or agents. University's liability is provided under Section 768.28, Florida Statutes, and does not extend to The Partnership or other third parties. In no event will either party be liable for any indirect, consequential, incidental, lost profits or like expectancy damages arising out of the performance of the services under the Agreement.

Article 8 - Governing Law

8.1 This Agreement shall be governed and construed in accordance with the laws of the State of Florida.

Article 9 - Assignment

9.1 This Agreement shall not be assigned by either party without the prior written consent of the parties hereto.

Article 10 – Entire Agreement

10.1 This Agreement constitutes the entire agreement between the parties relating to the Program and supersedes all prior negotiations, representations, agreements, and understandings among the parties with respect thereto. Any agreement to change the terms of this Agreement in any way shall be valid only if the change is made in writing and approved by mutual agreement of authorized representatives of the parties hereto.

Article 11 - Notices

11.1 Notices, invoices, communications, and payments hereunder shall be deemed made if given by registered or certified envelope, postage prepaid, and addressed to the party to receive such notice, invoice, or communication at the address given below, or such other address as may hereafter be designated by notice in writing:

Article 12 – Force Majeure

12.1 Neither party shall be liable for the failure to perform its obligations under this Agreement if such failure arises out of circumstances beyond a party's reasonable control, including but not limited to strikes, labor or civil unrest or disturbances, lock outs, riots, wars, fires, floods, hurricanes, tornadoes, other severe weather disturbances or natural disasters, or governmental regulations superimposed after the fact. As soon as circumstances permit and such party is reasonably able to do so, the party invoking this clause shall notify the other party in writing concerning its inability to perform and shall make every reasonable effort to fulfill its obligations under this Agreement. Such delay or inability to perform shall not constitute a breach of this Agreement

Article 13 – Notices

13.1 Any notice required to be given hereunder shall be in writing and may be delivered personally or shall be deemed to be delivered when deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the parties at their respective address indicated below, or at any address as may have been specified by either party.

If to University: Leon L. Haley Jr, M.D., M.H.S.A., CPE, FACEP
Vice President for Health Affairs
Dean, College of Medicine-Jacksonville
University of Florida
653 W. 8th Street
Jacksonville, Florida 32209

With a Copy to:

Office of the Vice President & General Counsel
Attn: Contracts Unit
University of Florida
653 W. 8th Street, 4th Floor LRC
Jacksonville, Florida 32209

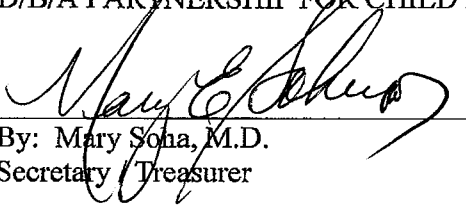
If to the Partnership:

Vicki Waytowich, EdD
Executive Director:
Partnership for Child Health
910 North Jefferson Street
Jacksonville, FL 32209
Telephone: (904) 630-7274
Fax: (904) 630-3699
Email: vickiw@coj.net

Lisa Maldonado
Finance Manager
Partnership for Child Health
910 North Jefferson Street
Jacksonville, FL 32209
Telephone: (904) 798-4166
Fax: (904) 798-4576
E-Mail: Lisa.Maldonado@flhealth.gov

IN WITNESS WHEREOF, the parties have caused these presents to be executed in duplicate as of the day and year above written.

MANAGED ACCESS TO CHILD HEALTH, INC.
D/B/A PARTNERSHIP FOR CHILD HEALTH


By: Mary Soha, M.D.
Secretary / Treasurer

THE UNIVERSITY OF FLORIDA BOARD
OF TRUSTEES FOR THE BENEFIT OF THE
COLLEGE OF MEDICINE JACKSONVILLE

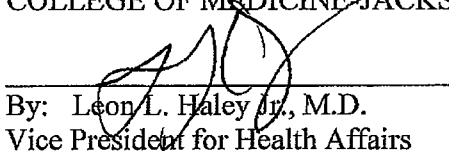

By: Leon L. Haley Jr., M.D.
Vice President for Health Affairs
Dean, College of Medicine-Jacksonville

EXHIBIT A**Cleft Palate Physician Job Duties**

Cleft Palate Physician is responsible for the recruitment of new clinicians and specialty providers, develops support material, assists with marketing and fund-raising activities, meets regularly with the team, and meets with CMS leadership regarding the structure and function of the Cleft Program. Additionally, the Cleft Palate Physician functions as the pediatrician on the team.

The Cleft Palate Physician will:

- Serve as the patient and family advocate and liaison between the team and the family ensuring parental questions regarding health issues are addressed and parental understanding of the child's health needs and of the team treatment plan are monitored.
- Work with the CMS nurse to assure that all children seen by the team receive routine pediatric well-baby care through the family's choice of a primary care provider like a private pediatrician, a county health department, or a community health center physician.
- Assure timely referral of all children enrolled in CMS to an approved craniofacial center for comprehensive evaluation and treatment recommendations, when appropriate.
- Provide anticipatory guidance to parents of newborns with clefts or craniofacial anomalies regarding initial recommendations of the team and special concerns for care of their infant in the first few months of life.
- Communicate with the primary care provider about acute and chronic health concerns relative to the patient's condition which includes medical, developmental, psychological, and emotional needs. Refer to appropriate specialists in cooperation with the primary care provider.
- Assess each patient's treatment progress at each clinic visit.
- Monitor the patient's overall growth and development and provide treatment in conjunction with the child's primary care physician as needed.
- Provide on-going support, family counseling, and coordination of care, as indicated.
- Gather, document, and record data at each patient examination.

EXHIBIT B
Line Item Budget
The Jacksonville Cleft and Craniofacial Program, Physician Services

Dr. Jeff Goldhagen (Medical Director)											
0.15 FTE											
	annual salary	faculty fringe	total annual	this period	Liability	PEA	Dues	RCM	Total Expense	Contract/ overhead fee (3%)	total due
7/1/16 - 12/31/16	40782.495	16.40%	47470.82	23735.41					23735.41	712.06	
1/1/17 - 6/30/17	41394.233	16.40%	48182.89	24091.44					24091.44	722.74	
				47826.86	65.4	150	174	430.44	48646.70	1459.40	50106.10