CERTIFICATE OF LIABILITY PROTECTION
Florida International University Nicole Wertheim College of Nursing and Health Sciences

This memorandum provides a summary of the liability protection, including professional liability, for claims and actions which arise from the acts or omissions of Florida International University Nicole Wertheim College of Nursing and Health Sciences (FIUNWCNHS) health care faculty and other professional employees while within the course and scope of their employment and FIUNWCNHS students while in an approved FIUNWCNHS course of study or training program. A full description of the terms and conditions of the protections noted herein can be obtained from the Florida International University College of Medicine Self-Insurance Program (FIUSIP) administrative office at 352-273-7006.

The FIUNWCNHS is a component of the Florida International University Board of Trustees (FIUBOT) and, to the extent the State of Florida has partially waived its immunity to tort claims as described in s. 768.28, Florida Statutes, effective October 1, 2011, the 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 judgment arising out of the same incident or occurrence in a total amount not exceeding THREE HUNDRED THOUSAND DOLLARS ($300,000), such protection being provided by the FIUSIP, a self-insurance program created pursuant to the authority of s. 1004.24, F.S. The FIUBOT has not purchased liability insurance coverage beyond those monetary limits outlined in s. 768.28, F.S. Additional protection is provided by the University of Florida Healthcare Education Insurance Company for any loss in excess of the limits of liability described herein that is assigned to the FIUBOT by action of the Legislature and Governor of the State of Florida.

Non-student individuals and entities protected by the FIUSIP that are not subject to the immunity as described in s. 768.28, F.S., are provided liability protection, including professional liability, with a per occurrence limit of liability of not less than TWO HUNDRED FIFTY THOUSAND DOLLARS ($250,000). Students of the FIUNWCNHS who perform assigned practicums are provided general liability, including professional liability, protection at limits of ONE HUNDRED THOUSAND DOLLARS ($100,000) per claim/TWO HUNDRED THOUSAND DOLLARS ($200,000) for all claims arising out of an occurrence; if required by a host facility of all student practitioners, student professional liability is subject to a maximum of ONE MILLION DOLLARS ($1,000,000) for all claims arising from the same incident or occurrence.

Professional liability actions filed against the FIUBOT pursuant to s. 768.28, F.S., are subject to s. 766.112(2), F.S., which provides that any judgment against the FIUBOT for medical malpractice actions shall be on the basis of the FIUBOT'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 FIUBOT shall be pursuant to s. 768.28, F.S. Further, the FIUSIP is legally prohibited from adding as “insureds” or “protected entities” any individual or entity not described in s. 1004.24, F.S., or other statute specifically authorizing its protection, nor can its protection be contractually extended to non-insureds or non-protected entities through indemnity, save-and-hold-harmless, or similar agreements.

All liability protection described herein will respond to any claim or action arising from negligent acts or omissions attributable to a FIUBOT employee or agent without regard to when such incident becomes known to the FIUSIP, subject to applicable statutes of limitation and repose. The FIUSIP provides ongoing occurrence protection with no expiration date.

This Certificate of Protection does not amend, alter, or modify the protection afforded by FIUSIP and is not fully descriptive of all conditions and restrictions. Please inquire directly with the undersigned for additional information, if required.

Certificate Expiration:  Non-expiring

10/25/2013