
AGREEMENT
between
ORANGE COUNTY, FLORIDA
and
THE FLORIDA STATE UNIVERSITY BOARD OF TRUSTEES
related to
**COMMUNITY-BASED TRAINING OF FLORIDA STATE UNIVERSITY COLLEGE OF MEDICINE
STUDENTS**

THIS AGREEMENT ("Agreement") is entered into by and between **ORANGE COUNTY, FLORIDA** (the "County"), a charter county and political subdivision of the State of Florida located at 201 South Rosalind Avenue, Orlando, Florida 32801, for the benefit of the District Nine Medical Examiner's Office (the "**Medical Examiner's Office**") and the County's Office of the Medical Director/EMS Division ("**Orange County EMS**"), and **THE FLORIDA STATE UNIVERSITY BOARD OF TRUSTEES** (the "**University**"), a Florida public university located at the 216 Westcott Building, 222 South Copeland Street, Tallahassee, Florida 32306, for the benefit of the Florida State University College of Medicine (the "**Medical School**"). The County and the University may be referred to individually as "party" or collectively as "parties."

RECITALS

WHEREAS, the University was established under the laws of Florida as part of the State's University System; and

WHEREAS, the University's Medical School is responsible for educating and training medical and physician assistant students; and

WHEREAS, certain employees of the Medical Examiner's Office and Orange County EMS have also been academically appointed as University faculty members ("**Faculty Members**"); and

WHEREAS, the County, through the Medical Examiner's Office and Orange County EMS, can provide teaching services in an educational setting for medical students so that the students may benefit from community-based training and clinical education under the guidance of the Faculty Members (the "**Program**"); and

WHEREAS, the County desires to grant the University's request to allow Faculty Members to provide the Program to the Medical School's students and designate the Medical Examiner's Office and Orange County EMS as teaching facilities for the University; and

WHEREAS, in exchange, the University will compensate the County for using County facilities and Faculty Members to provide the Program to the Medical School students; and

WHEREAS, the County finds that the Program will assist in the training of the next generation of medical professionals and is in the interest of the public health, safety, and welfare.

NOW AND THEREFORE, in consideration of the mutual promises, obligations, and covenants set forth in this Agreement, the parties agree as follows:

Section 1. Recitals.

The above recitals are true and correct, and are hereby incorporated as a material part of this Agreement.

Section 2. Definition of "Student."

- A. Under this Agreement, a "**Student**" is an individual who, for the duration of their participation in the Program, is:
1. Enrolled as an active student at the University's Medical School; and
 2. Is a Program participant under the instruction of Faculty Members of either the Medical Examiner's Office or Orange County EMS.
- B. For the purposes of this Agreement, a Student is **not** an intern or an employee of the County. Additionally, a Student is not a student, or any University faculty, staff, associate, or volunteer, that is pursuing purely research objectives.

Section 3. Notices.

Service of all notices under this Agreement shall be in writing and sent by certified or registered mail or courier service, postage prepaid, and addressed to the addresses set forth below until such addresses are changed by written notice. Notices sent by certified/registered mail or courier with signature receipt requested shall be deemed effective as of date of receipt.

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

AND

Orange County Emergency Medical Services Division
Attn: Medical Director
2002-A East Michigan Street
Orlando, Florida 32806

Copy to: Orange County Administrator, Public Safety
201 South Rosalind Avenue, 5th Floor
Orlando, Florida 32801

To the University: FSU College of Medicine
Attn: Kelly Gallavan, Interim Director, Campus Clinical Relations
1115 West Call Street
Tallahassee, Florida 32306

Copy to: FSU Office of the General Counsel
222 South Copeland Street
Suite 424, Westcott Building
Tallahassee, Florida 32306

Section 4. Term, Renewals, and Extensions.

- A. **Term of Agreement.** The “**Term**” of this Agreement begins on January 1, 2025, as long as both parties execute this Agreement on or before January 1, 2025; if either party executes this Agreement after January 1, 2025, then the Term of this Agreement begins on the date of execution by both parties (the “**Effective Date**”). The Term shall conclude on September 30, 2025.
- B. **Renewals.** The Term may be renewed for up to four (4), one (1) year periods (each a “**Renewal Term**”) upon mutual written signed agreement of the parties.
- C. **Permitted Extension.** The parties hereby agree that the terms of this Agreement shall be extended to permit Students enrolled in the Program at the time of termination to complete their participation in the Program with the County. For the purposes of this subsection, “termination” covers both a lack of a timely renewal as well as termination with or without cause as provided for in this Agreement. This extension of terms shall be applicable, so long as:
1. The Students remain compliant with the requirements set forth in this Agreement; and
 2. The University continues to compensate the County as required under this Agreement.

Section 5. Scope of Services.

- A. **The County’s Responsibilities.** The County shall:
1. Designate a person within each of the County’s participating departments and divisions to serve as liaison (“**County Liaison**”) and provide the University, in writing, the name and contact information of the County Liaison prior to any Student’s participation in the Program;
 2. Ensure that all Students are provided an appropriate orientation regarding the County’s policies and procedures;
 3. Provide Students with access to the placement-related staff and facilities;
 4. Ensure Faculty Members described in “**Exhibit A**” of this Agreement provide Students with the Program to the extent that the Program does not interfere with the Faculty Members’ duties to the County or under state or local law;
 5. Permit the Faculty Members to complete any faculty development and Student evaluations required by the University;

6. Permit the University's faculty and clinical coordinator(s) access to the County's facilities, upon reasonable notice, for the purposes of confirming that the University's educational objectives for each Student are met;
7. Work with the University's clerkship directors to ensure that the Faculty Members and Students have access to appropriate educational resources;
8. Notify the University, in writing, of any Student whose work or conduct with the County's clients, patients, students, or personnel is not, in the sole opinion of the County, in compliance with acceptable procedures or standards of performance, or could otherwise disrupt patient care or the County's operations;
9. Retain ultimate responsibility for the work-place and operations;
10. Endeavor to comply with all applicable requirements of any accreditation authority over the County or University and certify such compliance to the University upon request; and
11. Permit the authority responsible for accrediting the University's curriculum to inspect the participating County department or division facilities, services, and other related items during the regular hours of operation of those facilities, services, and other related items. The County's permission described in this paragraph may be conditional on the accrediting authority executing a waiver or otherwise releasing the County from liability.

B. The University's Responsibilities. The University shall:

1. Designate a member of the University faculty ("**University Liaison**") to coordinate the Program experience of participating Students with the County Liaison. The University shall provide the County with the name and applicable contact information of the University Liaison prior to any Student's participation in the Program;
2. Assign only those Students that have satisfactorily completed the portions of the University's curricula that are prerequisites for participation in the Program with the Medical Examiner's Office and Orange County EMS;
3. Require all University staff or faculty to abide by and comply with the confidentiality requirements of this Agreement;
4. Retain all responsibility for the content, quality, and evaluation of each Student's education conducted in accordance with this Agreement;
5. Provide the County, upon request, with the current curriculum, course objectives, and syllabus of the University's applied education program;
6. Inform Students participating in the Program that those Students shall:
 - a. Wear appropriate attire or the assigned uniform while on duty;
 - b. Wear, at all times, a pictured name tag identifying the Student's status with the University;

- c. Attend all educational opportunities and be punctual when on assignment with the County;
- d. Comply with the County's policies and procedures;
- e. Comply with all applicable federal, state, and local law, ordinances, rules, and regulations; and
- f. Obtain **prior** written approval of both parties to this Agreement before publishing any material in any journals, books, periodicals or other similar outlets related to the learning experience provided under the terms of this Agreement.

Section 6. Faculty Members and Compensation.

- A. The County shall name Faculty Members in "**Exhibit A**" to provide the Program. During the Term of this Agreement (or any Renewals) the University may request specific County employees be named as Faculty Members. Changes or additions in Faculty Members must be reflected in a written amendment to "**Exhibit A**" that is executed by both parties.
- B. In the event that the University, at any time and in the University's sole discretion, deems any Faculty Member unsuitable for providing the Program, the University will inform the County of such determination, and the University will terminate the Faculty Member's appointment with the University for purposes of the Program.
- C. The University shall compensate the County for providing the Program not later than forty (40) days after the completion of a rotation in accordance with the *Compensation Rate for Program Delivery* attached to this Agreement as "**Exhibit B.**" Compensation rate may be subject to change at the discretion of University upon thirty (30) days written notice to County.

Section 7. Student Health Insurance and Emergency Care.

- A. **Health Insurance.** The University shall require that all Students maintain health insurance while participating in the Program. The University shall provide the County with verification of each Student's health insurance upon the County's request. Failure by the County to verify a Student's health insurance does not in any way relieve the University's responsibility under this provision.
- B. **Emergency Care.** Should, while a Student is participating in the Program or in a Program facility, emergency care become necessary for that Student due to accidental injury, illness, or exposure to an infectious or environmental hazard, the County will arrange for immediate emergency care for the Student, but will not be responsible for any associated costs including, but not limited to, any costs involving follow-up care or hospitalization.

Section 8. Student Requirements.

- A. **All Students.** The University acknowledges that all Students selected to participate in the Program by the County must meet the County's hiring standards, regardless of whether the Students are paid or unpaid. The County reserves the right to deny any Student participation in the Program, including, but not limited to, any Student that refuses to make available certain documentation upon the County's request, including photo identification or driver's license, social security card, official transcripts, proof of immunization or health insurance, or other similar documents.

- B. **Background Screens.** By executing this Agreement, the University certifies that a Florida Department of Law Enforcement, Level 2 criminal background check has been completed for each Student upon admission to the Medical School. In addition to the Level 2 criminal background check, the University has contracted with a third-party vendor to conduct a criminal history search of County of Resident Criminal Records, Residence History/Social Security, Nationwide Sexual Offenders Registry; Nationwide Healthcare Fraud and Abuse, U.S. Patriot Act; and Employment Verification. The County may require a Student to make available to the County, upon reasonable request, results of all searches performed by the University and any third-party vendor prior to a Student's enrollment in the Program.
- C. **Immunizations; Health Examinations.** The University shall ensure that all Students have received, and are able to provide evidence to the County of having received, all required immunizations and have completed any health examinations required by the County.
- D. **PPD/TST Testing.** The University shall ensure that all Students have obtained, and are able to provide evidence to the County of having obtained, annual PPD/TST testing.
- E. **Respiratory Mask Fitting.** The University shall ensure that all Students undergo annual respiratory mask fitting prior to participating in the Program.
- F. **OSHA Universal Precaution Training.** The University shall ensure that all Students undergo, and are able to provide evidence to the County of having undergone, the Occupational Safety and Health Administration's Universal Precaution Training.

Section 9. No Guarantee of Placement.

Both parties acknowledge that neither party guarantees placement of any Student within the Program. Additionally, the County is under no obligation to accept Students from the University into the Program.

Section 10. Immediate Withdrawal; Removal from Premises.

- A. **Immediate Withdrawal.** The County reserves the right to require the immediate withdrawal of a Student from the Program for the following reasons: (i) a Student whose work or conduct fails to meet the County's standards of performance; (ii) a Student's failure to comply with the County's policies and procedures; or (iii) upon determination, by the County in the County's sole discretion, that such Student's presence is deemed detrimental to the interest of the County.
- B. **Removal from the Premises.** The County may, in its sole and absolute discretion, remove any University faculty, employee, or Student from the County's premises or Program at any time. In such event the removal of a Student, said Student's participation in all assignments with the respective placement department or division shall immediately cease, and they shall only be permitted to resume such assignments upon mutual agreement by the County and the University.

Section 11. Maintenance, Retention, and Public Records.

- A. The University, and its subcontractors (if any) that are performing pursuant to this Agreement, shall abide by the requirements of this Section. The University shall ensure that the provisions of this Section are incorporated into any agreements into which the University enters that are related to this Agreement (e.g., subcontracts).

- B. **Maintenance.** The parties shall establish and utilize generally accepted accounting principles in the maintenance of all records relating to this Agreement. Such practices shall comply with the general acceptable accounting principles and shall fully and accurately reflect, track, and document the parties' financial activities with respect to the Agreement funds.
- C. **Retention.** All records that were created, utilized, or maintained for the purposes of fulfilling the obligations of this Agreement, whether paper or electronic ("**Relevant Records**"), must be retained by the respective record holder for (i) a period of five (5) years after termination of this Agreement, including any extensions or renewals of this Agreement or (ii) as required by law, whichever period of time is longer. In the event of litigation, claims, or audit findings, all Relevant Records shall be retained for a period of five (5) years after the resolution of any such event or as required by law, whichever period of time is longer.
- D. **Public Records.** All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable public records provisions of Chapter 119, Florida Statutes. As such, all books, records, and accounts created by both parties, or provided to either party pursuant to this Agreement, are public records and both parties agree to assist each other in compliance with any request for such public records made in accordance with Chapter 119, Florida Statutes. If the record requested is in the possession of a Student, the University agrees to assist the County in obtaining that record if necessary.

Section 12. Privacy and Security Rules.

- A. The University shall provide all Students with compliance training in the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. §1320d through d-9 ("**HIPAA**"), and the requirements of any regulations promulgated thereunder including, without limitation, the federal security and privacy regulations contained in 45 CFR Part 164 (the "**Security and Privacy Rule**"), prior to any Student's participation in the Program.
- B. The parties acknowledge activities performed by Students and Faculty Members under this Agreement will make use of information technology systems supplied by the County and agree all such systems are the responsibility of the County to maintain and manage in compliance with applicable federal laws.
- C. By execution of this Agreement, the University hereby certifies that no Student shall be expected to share or disclose to the University (including the Student's non-County supervisory faculty or any other University employee) any information or data that:
 - 1. Is protected health or personally identifiable information; or
 - 2. Has not been "de-identified" in compliance with the HIPAA Safe Harbor Standard, 45 CFR §164.514.
- D. Within five (5) days of discovery, or as soon as practicable thereafter, the University shall report to the County's HIPAA Privacy Officer any use or disclosure that violates this Agreement, HIPAA, or the Security and Privacy Rule. The County's HIPAA Privacy Officer shall be contacted at:

Orange County HIPAA Privacy Officer

4654 35th Street
Orlando, Florida 32811
Privacy.Officer@ocfl.net

- E. For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 ("FERPA"), the University hereby designates the County as a school official with a legitimate educational interest in the educational records of the students who the County encounters to the extent that access to the records are required by the County to carry out the services under this Agreement. The County agrees to maintain the confidentiality of the education records in accordance with the provisions of FERPA.
- F. To the extent the County comes into contact with or has the University's information in its possession, the County agrees to implement reasonable and appropriate safeguards to protect personal information, as defined in Section 501.171, Florida Statutes, and educational records as defined in Section 1002.225, Florida Statutes, and 20 U.S.C. Section 1232g ("Personal Information"), maintain the security of Personal Information, prevent unauthorized use, access, disclosure, alteration, and/or destruction of Personal Information, limit access to Personal Information it comes into contact with or possesses on behalf of the University to those of its employees who have a need to access the Personal Information in order to perform their job functions, and ensure that such employees are aware of the confidentiality obligations of this Section and have agreed to comply with these obligations. The County also agrees that if it becomes aware of any unauthorized use, access, or disclosure of the Personal Information, or has a reasonable belief that substantial risk of unauthorized use, access, or disclosure exists, it will provide written notice to the University without unreasonable delay (but in no event, more than five (5) days) from the discovery of such unauthorized use, access, or disclosure. The County must cooperate fully to assist the University in identifying individuals potentially affected by such unauthorized use, access, or disclosure. The County will be responsible for all reasonable costs and expenses actually incurred by the University, including the cost of providing any required notifications, in connection with responding to any incident of unauthorized use, access, or disclosure of the Personal Information to the extent such incident arises from the acts or omissions of the County provided, however, that this provision shall not constitute a waiver of the County's sovereign immunity protections under Section 768.28, Florida Statutes, and any liability of the County found under this provision is expressly limited to the amounts set forth in Section 768.28, Florida Statutes.

Section 13. Insurance.

- A. **The County.** Without waiving its right to sovereign immunity, as provided in Section 768.28, Florida Statutes, the County acknowledges that the County is self-insured for General Liability and Automobile Liability with coverage limits as set for in Section 768.28, Florida Statutes. Evidence of such coverage shall be furnished to the University upon request.
- B. **Student Malpractice.** Predicated on the University's referral of Students to the Program under this Agreement, all Students in the Program shall be protected under tort claims through the Florida State University College of Medicine Self Insurance Program. Policy limits are more specifically described in the Certificate of Protection, which is attached to this Agreement as "**Exhibit C.**" The University will immediately notify the County of any reductions or changes in such insurance coverage.
- C. **Faculty Member Malpractice.**
 - 1. To the extent that the State of Florida, on behalf of the Board of Governors and the University, has partially waived its immunity to tort claims and is vicariously responsible for the University acts and omissions of its employees and agents as prescribed by Section

768.28, Florida Statutes, University 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 Florida State University College of Medicine Self-Insurance Program, a self-insurance program created pursuant to the authority of Section 1004.24, Florida Statutes. As part-time supervising faculty of the University with a specific teaching assignment, Faculty Members shall be considered personnel or agents of the University while operating within the scope of the Program. Personnel and agents of University are not individually subject to actions arising from their state functions. Any damages allocated against the University 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 University in professional liability actions. The sole remedy available to a claimant to collect damages allocated to University is as prescribed by Section 768.28, Florida Statutes.

2. The County shall maintain professional liability insurance coverage for the County and the County's employees and agents in amounts consistent with that maintained by similar entities and shall provide evidence of such insurance coverage to the University upon its reasonable request.

- D. **Agreement to Cooperate.** The University and County will, to the maximum extent possible, fully cooperate in the defense of any claim or action involving medical care or treatment provided pursuant to this Agreement. Such cooperation will include, but is not limited to, timely reporting to the other party of any such claim or action of which a party becomes aware, timely providing relevant medical records and other documentation to the other party at no expense, and participation in such investigation and mutual defense as may be mutually advantageous.

Section 14. Indemnification, Sovereign Immunity, and Liability.

- A. **Indemnification.** Each party to this Agreement will be responsible for claims, losses, liabilities, damages, and expenses arising out of each party's own negligent performance or non-performance by each party's own agents and employees, acting within the scope of their respective agency or employment, and respective tasks, duties, and obligations contained within this Agreement. Neither party will be responsible for claims, losses, liabilities, damages, or expenses arising out of the other party's negligent performance or non-performance by the other party's agents or employees acting within the scope of their respective agency or employment, or respective tasks, duties, or obligations contained within this Agreement. This recognition by the parties hereto is intended to be consistent with the State of Florida's waiver of sovereign immunity pursuant to section 768.28, Florida Statutes, and as interpreted by the Florida Supreme Court in *Florida Dept. of Natural Resources v. Garcia*, 753 So. 2d 72, 77 - 78 (Fla. 2000), and it does not alter said waiver nor extend the liability of either party beyond the limits established in section 768.28, Florida Statutes.
- B. **Sovereign Immunity.** Nothing contained in this Section, or in any part of this Agreement, shall constitute a waiver of either party's sovereign immunity provisions or protections under Section 768.28, Florida Statutes.
- C. **Liability.** Unless otherwise explicitly stated in this Agreement, in no event shall either party be responsible to the other for any indirect damages, incidental damages, consequential damages, exemplary damages of any kind, lost goods, lost profits, lost business, or any indirect economic

damages whatsoever regardless of whether such damages arise from claims based upon contract, negligence, tort (including strict liability or other legal theory), a breach of any warranty, or a breach of term of this Agreement.

- D. **Notification.** The parties agree to notify each other as soon as possible, in writing, of any incident, occurrence, or claim arising out of or in connection with this Agreement which could result in a liability or claim of liability to the other party. Provided that the parties determine that their interests are not adverse with respect to such claim, the parties shall cooperate to the fullest extent permitted by law in the investigation of any incident or occurrence, including making available to the University's professional liability Self-Insurance Program all medical records necessary for investigation no later than 10 business days after the request and the County's determination that such request does not violate federal, state, or local law, rule, or regulation.

Section 15. Independent Contractor and Third Parties.

- A. **Independent Contractor.** The relationship of the parties 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. The Students shall participate in the Program for the sole purpose of fulfilling specific requirements for clinical education as part of a degree requirement and, therefore, the University's students are not to be considered employees or agents of either the University or the County for any purpose, including Worker's Compensation, employee benefits programs, or other form of compensation.
- B. **No Third-Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to, or in any manner be construed to, confer upon any person other than the parties, their respective successors and permitted assigns, any legal or equitable right, benefit or remedy of any nature under or by reason of this Agreement.

Section 16. Termination of Agreement.

Either party may terminate this Agreement at any time for any reason by providing a written thirty (30) calendar day notice to the other party. No damages, fees, or costs will be assessed against either party for terminating this Agreement pursuant to this section.

Section 17. Non-Exclusive Agreement.

This Agreement is non-exclusive to both parties, so both the University and the County retain the right to enter into agreements regarding the same or similar agreements with other parties.

Section 18. General Terms.

- A. **Assignments and Successors.** The parties deem the services to be rendered pursuant to this Agreement to be personal in nature. Each party binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement. Neither party shall assign, sublet, convey, or transfer its interest in this Agreement without the written consent of the other, which consent shall be in the sole determination of the party with the right to consent.

- B. **Attorneys' Fees and Costs.** Unless otherwise expressly stated in this Agreement, the parties shall each bear their own costs, expert fees, attorneys' fees, and other fees incurred in connection with this Agreement and any action or proceeding arising out of or relating to this Agreement (an "Action").
- C. **Conflicts.** The parties shall comply with all applicable local, state, and federal laws, regulations, executive orders, and the policies, procedures, and directives of the County. Should there be conflict between the various applicable laws and this Agreement, the most restrictive shall govern.
- D. **Construction and Representations.** Each party acknowledges that it has had the opportunity to be represented by counsel of such party's choice with respect to this Agreement. In view of the foregoing, and notwithstanding any otherwise applicable principles of construction or interpretation, this Agreement shall be deemed to have been drafted jointly by the parties and in the event of any ambiguity, shall not be construed or interpreted against the drafting party. Neither party has relied upon any representations or statements made by the other party to this Agreement which are not specifically set forth in this Agreement.
- E. **Counterparts and Electronic Transmission of Signatures.** This Agreement may be executed in counterparts, both of which shall be deemed an original and which taken together shall constitute one agreement. Any counterpart may be delivered by any party by electronic transmission of the full Agreement as executed by that party to the other party as mutually agreed upon by the parties, and delivery shall be effective and complete upon completion of such transmission.
- F. **Governing Law.** This Agreement shall be considered as having been entered into in the State of Florida, United States of America, and shall be construed and interpreted in accordance with the laws of that state.
- G. **Headings.** The headings or captions of sections or subsections used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.
- H. **Jury Waiver.** Each party hereby irrevocably waives, to the fullest extent permitted by applicable law, any right that party does or might have to a trial by jury related to any Action.
- I. **Nondiscrimination.** Neither party shall, at any time during the provision of services funded through this Agreement, discriminate based on race, color, religion, national origin, sex, or sexual orientation. Both parties shall comply with any and all applicable federal, state, and local anti-discrimination laws, rules, and regulations.
- J. **Remedies.** No remedy conferred upon any party in this Agreement is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any rights, power, or remedy hereunder shall preclude any other or further exercise thereof.
- K. **Severability.** The provisions of this Agreement are declared by the parties to be severable. 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 holding.

- L. **Signatory.** Each signatory below represents and warrants that they have full power and are duly authorized by their respective party to enter into and perform under this Agreement. Such signatory also represents that they have fully reviewed and understand the above conditions and intend to fully abide by the conditions and terms of this Agreement as stated.
- M. **Survivorship.** Those provisions which by their nature are intended to survive the expiration, cancellation, or termination of this Agreement, including, by way of example only, the indemnification provisions of this Agreement, shall survive the expiration, cancellation, or termination of this Agreement.
- N. **Use of County and Provider Logos.** Both parties are prohibited from use of any and all of the other party's emblems, logos, or identifiers without written permission from that party. For more information about the use of the County's logos, refer to Section 2-3, Orange County Code.
- O. **Venue.** Each of the parties hereby irrevocably submits to the jurisdiction of any federal or state court of competent jurisdiction sitting in Orange County, Florida, regarding any action, and further agrees that any such action shall be heard and determined in such Florida federal or state court. Each party hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any action in Orange County, Florida.
- P. **Waiver.** No delay or failure on the part of any party to this Agreement to exercise any right or remedy accruing to such party upon the occurrence of an event of violation shall affect any such right or remedy, be held to be an abandonment thereof, or preclude such party from the exercise thereof at any time during the continuance of any event of violation. No waiver of a single event of violation shall be deemed to be a waiver of any subsequent event of violation.
- Q. **Written Modification.** No modification of this Agreement shall be binding upon any party to this Agreement unless it is reduced to writing and is signed by a duly authorized representative of each party to this Agreement.

Section 19. Attachments.

- A. The documents that are hereby incorporated by reference or attachment, and therefore form this Agreement, are:
 - 1. This Agreement;
 - 2. **Exhibit A:** Faculty Member Listing;
 - 3. **Exhibit B:** Compensation Rate for Program Delivery; and
 - 4. **Exhibit C:** Certificate of Protection for Students of the Florida State University College of Medicine.

Section 20. Entire Agreement.

This Agreement, and any documents incorporated or attached to this Agreement, sets forth and constitutes the entire agreement and understanding of the parties with respect to the subject about which

this Agreement was drafted. This Agreement supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of any party to this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

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

ORANGE COUNTY, FLORIDA

By: Orange County Board of County Commissioners

By: _____
Jerry L. Demings
Orange County Mayor

Date: _____

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

By: _____
Deputy Clerk

Date: _____

**THE FLORIDA STATE UNIVERSITY BOARD OF TRUSTEES,
FOR THE BENEFIT OF THE FLORIDA STATE UNIVERSITY
COLLEGE OF MEDICINE**

By:  _____
Alma B. Little, M.D.
Dean, FSU College of Medicine

Date: 12/2/2024



**Community-Based Training and Clinical Education
Faculty Member Listing**

EXHIBIT A

FACULTY MEMBER LISTING

Faculty Member	Position with the County
Joshua Stephany, M.D.	Chief Medical Examiner
Sara Zydowicz, D.O.	Deputy Chief Medical Examiner
Jesse Giles, M.D.	Associate Medical Examiner
Joy Edegbe, M.D.	Associate Medical Examiner
Marie Hansen, M.D.	Associate Medical Examiner
Soren Jensen, D.O.	Associate Medical Examiner
Sandra Silfer, M.D.	Associate Medical Examiner
Brooke Blake, M.D.	Associate Medical Examiner

Faculty Member	Position with the County
Christian C. Zuver, MD	Medical Director, Orange County EMS
Desmond Fitzpatrick, MD	Deputy Medical Director, Orange County EMS
Alexa Rodriguez, MD	Associate Medical Director, Orange County EMS
Christine Van Dillen, MD	Associate Medical Director, Orange County EMS
Danielle D. Cesare, MD	Associate Medical Director, Orange County EMS
Yuchen Duan, MD	Associate Medical Director, Orange County EMS



**Community-Based Training and Clinical Education
Compensation Rate Sheet**

EXHIBIT B

COMPENSATION RATE FOR PROGRAM DELIVERY

PROGRAM:

- a) Provide clinical teaching services for FSU College of Medicine students. Schedule to be approved by University and Faculty Member
- b) Complete required faculty development
- c) Complete all student evaluations

Service	Compensation
Year 1 & 2 Preceptors	\$500 per semester per student
Summer Clinical Practicum	\$1,000 per student
Clerkship Faculty	\$400 per week
D3 Longitudinal Faculty	\$750 per semester per student



**Certificate of Protection for Medical Students of the
Florida State University College of Medicine**

EXHIBIT C

**FLORIDA STATE UNIVERSITY
College of Medicine Self-Insurance Program**

Respond to:
P. O. Box 112735
Gainesville, Florida 32611-2735
Tel (352) 273-7006
Fax (352) 273-5424

CERTIFICATE OF LIABILITY PROTECTION

Protected Group: Students of Florida State University

The Board of Governors of the State of Florida, pursuant to the authority of § 1004.24, Florida Statutes, and BOG Regulation 10.001, created the Florida State University College of Medicine Self-Insurance Program (FSUSIP) to provide patient general liability protection, including professional liability protection, for the Florida State University Board of Trustees and its Florida State University operations. This coverage includes protection of Florida State University students while engaged in pre-approved healthcare related course of study and training programs and when not subject to the immunity as described in section 768.28, Florida Statutes.

STUDENT COVERAGE LIMITS

Patient General Liability:	\$ 1,000,000 per occurrence, without an annual aggregate
Professional Liability:	\$ 1,000,000 per occurrence, without an annual aggregate

COVERAGE TYPE Occurrence

This Certificate of Liability Protection does not amend, alter, or modify the protection afforded by the FSUSIP and is not fully descriptive of all conditions and restrictions. In addition, the above referenced limits are applicable when the student is not subject to the immunity as described in 768.28, Florida Statutes.

The FSUSIP is prohibited from adding as "insureds" or "protected entities" any individual in section 1004.24, Florida Statutes, or other statute specifically authorizing their protection, nor can their protection be contractually extended to non-insured or non-protected entities through indemnity or save-and-hold-harmless or similar agreements.

Please inquire directly with the undersigned for additional information, if required.

Certificate Coverage Period: July 1, 2024 12:01 a.m. to July 1, 2025 12:01 a.m. (Local Standard Time)

Lynette M. Belforti
Operations and Underwriting Officer
June 21, 2024