



Orange County Government

Orange County
Administration Center
201 S Rosalind Ave.
Orlando, FL 32801

Legislation Text

File #: 26-0743, **Version:** 1

Interoffice Memorandum

DATE: June 9, 2026

TO: Mayor Jerry L. Demings and County Commissioners

THROUGH: Luciana Mino, Assistant Manager

FROM: Rebekah Petrelli, Senior Acquisition Agent

CONTACT: Faye Lee, Administrative Assistant

PHONE: 407-836-7097

DIVISION: Real Estate Management Division

ACTION REQUESTED:

Approval and execution of Facility Use Agreement between Orange County, Florida and CorneaGen LLC for the recovery of donated organs and tissues and authorization for the Manager or Assistant Manager of the Real Estate Management Division to exercise renewal options and provide notices under the agreement for CorneaGen LLC at Medical Examiner's Office, 2350 Michigan Avenue, Orlando, Florida 32806. Lease File 10443. District 3. (Real Estate Management Division)

PROJECT:

CorneaGen LLC at Medical Examiner's Office
2350 Michigan Avenue, Orlando, Florida 32806
Lease file 10443

PURPOSE: To provide space at the County's Medical Examiner's Office for CorneaGen LLC.

ITEM:

Facility Use Agreement
Cost: N/A
Term: Five Years

BUDGET: N/A

REVENUE: None

FUNDS: N/A

APPROVALS:

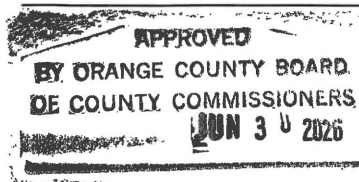
Real Estate Management Division
County Attorney's Office
Risk Management Division
Health Services Department

REMARKS: CorneaGen LLC cooperates with organ and tissue donation agencies to obtain, recover, evaluate, process, to distribute eyes, and corneal and scleral tissue for sight-saving transplant surgery for members of the community.

This agreement is in compliance with Florida Admin Code 11G-2.006.

Article 5. Relationships Between Medical Examiners, and Organ Procurement Organizations and Tissue Banks.

{1} A medical examiner should cooperate with at least one tissue bank but is not obligated to work with more than one tissue bank. The decision by the medical examiner as to which and how many tissue banks to work with will depend on the staffing and resources of the medical examiner. The medical examiner is not obligated to extend office hours or keep personnel on overtime to meet requests for tissue donation.



FACILITY USE AGREEMENT

between

ORANGE COUNTY, FLORIDA

and

CORNEAGEN LLC

for the

RECOVERY OF DONATED ORGANS AND TISSUES

THIS FACILITY USE AGREEMENT (“Agreement”) is entered into by and between **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida located at 201 South Rosalind Avenue, Orlando, Florida 32801 (the “**County**”), for the benefit of the County’s Medical Examiner’s Office (“**Medical Examiner**”) and **CORNEAGEN LLC**, a Delaware limited liability company located at 1200 6th Avenue, Suite 300, Seattle, Washington 98101 (the “**Agency**”). The County and the Agency may be referred to herein individually as “party” or collectively as “parties.”

WHEREAS, the Medical Examiner’s Office cooperates with organ and tissue procurement agencies to donate organs and tissues, when medically and legally permitted, in an effort to fulfill the wishes of the deceased, or next of kin, and ensure that donated organs and tissues are available to members of the community in need; and

WHEREAS, the Agency is an eye bank that obtains, evaluates, and distributes eyes and corneas with the mission to recover, process, and distribute corneal and scleral tissue for sight-saving transplant surgery; and

WHEREAS, the County owns the medical facility located at the Medical Examiner’s Office at 2350 Michigan Avenue, Orlando, Florida 32806 (the “**Office**”) and conducts examinations of decedents under the Medical Examiner’s jurisdiction pursuant to Chapter 406, Florida Statutes; and

WHEREAS, the Agency has requested to utilize space within the Office to recover donated eyes and corneas for use in corneal transplant surgery, research, and education (“**Intended Use**”); and

WHEREAS, the County has designated certain areas within the Office to be available to the Agency for the Intended Use, including the main autopsy suite at the station assigned to the relevant decedent and one parking space facing Bumby Avenue located adjacent to the Office’s investigation entrance (“**Facilities**”); and

WHEREAS, the County and Agency desire to set forth the terms and conditions of their agreement for the Agency’s Intended Use of the Facilities; and

WHEREAS, the County has determined that entering into this Agreement is in the interest of the public health, safety, and welfare.

NOW AND THEREFORE, in consideration of the mutual promises herein, the Agency and the County 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. Use of Facilities.

A. The County shall deliver possession and occupancy of the Facilities to the Agency in accordance with the terms of this Agreement. The County agrees to grant a license to the Agency, and the Agency agrees to accept the license from the County, for the use of the Facilities by the Agency's employees on days and at times scheduled and approved by the County prior to the Agency's arrival at the Office (collectively, "**Use Hours**"), and subject to the restrictions set forth in this Agreement. The County shall ensure that the Agency has access to the Facilities during the Use Hours.

B. It is the intent of the parties that the Agency uses the Facilities only for the Intended Use, and that the Agency shall not use the Facilities for uses inconsistent with the Intended Use, or for any other use unless specifically approved in writing by the County. Failure to use the Facilities for the Intended Use, or abandonment of the Facilities for more than sixty (60) days, shall amount to a default under the terms of this Agreement and in such event, the County shall have the right, but not the obligation, in its sole discretion, to terminate this Agreement, and in such event of termination, this Agreement shall be null and void and of no further force and effect.

Section 3. Term and Termination.

A. **Term.** This Agreement shall become effective upon execution by both parties ("**Commencement Date**") and continue thereafter for a term of five (5) years ("**Term**"), unless either party hereto elects to terminate this Agreement pursuant to the "**Termination**" Section of this Agreement. The County's Medical Examiner may exercise any right, on behalf of the County, to terminate this Agreement as set forth herein.

B. **Termination.** Either party may cancel this Agreement at any time, either with or without cause. The terminating party shall give the other party thirty (30) days written notice of its intention to terminate this Agreement, with or without cause. If such notice is given, this Agreement shall terminate at the end of the thirty (30) days' notice.

Section 4. Fees.

The Agency shall be exempt from paying any fees to the County for the use of the Facilities. The Agency understands and acknowledges that the fee exemption set forth herein is based on the Agency's obligation to use the Facilities for the Intended Use and in accordance with the terms and conditions of this Agreement.

Section 5. Maintenance.

A. **Maintenance of Facilities.** The County shall, at its sole cost and expense, maintain the Facilities in a safe and orderly manner (ordinary wear and tear excepted). The Agency shall be

responsible for ensuring that all portions of Facilities are kept in a clean and neat condition during and after the Agency's use of said Facilities. The Agency shall clean the Facilities to remove trash, litter, or debris that was left during the Agency's use.

B. Maintenance Request.

1. **Agency Maintenance Request.** In the event that the Agency identifies a maintenance issue, defect, or deficiency with the Facilities, the Agency shall promptly provide written notice to the County ("**Maintenance Request**") outlining any deficiency, defective, or damaged condition, area in disrepair or in need of maintenance in or about the Facilities (collectively, "**Maintenance Issue**"). Within thirty (30) days of receipt of the Maintenance Request, or as soon as possible thereafter if said Maintenance Issue cannot reasonably be resolved within thirty (30) days, the County shall repair, replace, or maintain that certain Maintenance Issue more specifically identified and outlined in the Maintenance Request. The costs of such repairs, replacements, or maintenance shall be the responsibility of the County, unless the maintenance issue, defect, or deficiency with the Facilities were caused by the Agency's use, in which case, such costs will be subject to the reimbursement process described in this Section.

2. **County Maintenance Request.** In the event that the Agency fails to keep the Facilities in a neat and clean condition, or otherwise damages or destroys the Facilities or any portion of the Office beyond routine maintenance, the County shall promptly provide a Maintenance Request to the Agency outlining any Maintenance Issue in or about the Facilities. Within thirty (30) days of receipt of the Maintenance Request, the Agency, at its sole cost and expense, shall repair, replace, or maintain that certain portion of the Facilities and the Maintenance Issue more specifically identified and outlined in the Maintenance Request. Notwithstanding the foregoing, in the event any Maintenance Issue constitutes an emergency condition, or impedes the County's ability to effectively utilize the Office, or any portion thereof, the County, acting in good faith, shall have the right to cure such Maintenance Issue upon such advance notice as is reasonably possible under the circumstances, or, if necessary, without advance notice, so long as notice is given as soon as practicable thereafter. In such event, the Agency shall reimburse the County for its reasonable costs of curing the Maintenance Issue ("**Maintenance Cure Costs**") or the Custodial Costs (as later defined), within thirty (30) calendar days following delivery to the Agency of a demand for such reimbursement, which demand shall include reasonable documentation of such Maintenance Cure Costs. The right to cure the Maintenance Issue shall not be deemed to: (i) impose any obligation, liability or responsibility on the County to do so; (ii) render the County liable to the Agency or any third party for an election not to do so; (iii) relieve the Agency from any performance obligation hereunder; or (iv) relieve the Agency from any indemnity obligation as provided in this Agreement.

3. **Materials for Repair.** All maintenance, repair, and replacement shall be conducted with first class materials, in a good and workmanlike manner, of the same or similar quality, quantity, and type as the materials used to initially construct the Office and Facilities by the County, and in accordance with all rules, regulations and permitting requirements governing the maintenance, repair, replacement, installation or construction of medical facilities, including, without limitation, all industry standards for the construction of medical facilities in the State of Florida, and all permitting and construction requirements.

Section 6. Utilities.

The County shall be responsible, at its sole cost and expense, for connecting and maintaining all utilities for the Facilities, including, without limitation, water, sewer, fire suppression, electricity charges and deposits (collectively, “Utilities”).

Section 7. Subletting.

In no event shall the Agency be authorized to enter into an agreement with, assign, transfer, or sublet this Agreement or any portion of the Facilities to any third party without the express written consent of the County, which consent may be withheld or denied in the sole and absolute discretion of the County.

Section 8. Payment for Costs.

A. **Custodial Costs.** The County, for the benefit of the Agency, shall be solely responsible for any and all costs or expenses for custodial services for the Facilities pursuant to this Agreement (the “**Customary Custodial Services**”). In the event the Agency fails to maintain the Facilities in a neat and clean condition as required by this Agreement (other than Customary Custodial Services provided by the County and ordinary wear and tear), the County shall have the right, but not the obligation, in its sole and absolute discretion, to provide the Maintenance Request outlined in the “**Maintenance**” Section of this Agreement describing the custodial services to be provided by the Agency (“**Non-Customary Custodial Services**”). In the event that the County conducts the Non-Customary Custodial Services, the Agency will reimburse the County for any and all costs and expenses incurred by the County in providing any Non-Customary Custodial Services provided to the Facilities by the County as result of the Agency’s use thereof and in accordance with the procedures set forth in the “**Maintenance**” Section of this Agreement.

B. **Utilities Costs.** The County, for the benefit of the Agency, shall be solely responsible for any and all costs or expenses for Utilities for the Facilities pursuant to this Agreement.

C. **Capital Improvements.** Notwithstanding anything contained in this Agreement to the contrary, in the event that the County is required to design, permit, construct, or install any additional capital improvements, repairs or replacements, the County shall be solely responsible for the payment of any and all costs associated with said capital improvement, repairs, or replacements.

Section 9. Permits and Approvals.

Prior to occupying the Facilities, the Agency will obtain all permits and approvals required in order for the Agency to occupy and use the Facilities for the Intended Use.

Section 10. Signage.

The Agency may not install additional signage on the Office or Facilities without the written approval of the County, which approval shall be determined in County’s sole and absolute discretion. In the event that the Agency delivers a written request to the County of its intent to install, repair, or replace signage on the Office or Facilities (“**Signage Request**”), the County shall have sixty (60) days to review such Signage Request. Failure to respond to the Agency within sixty (60) days of receipt of the Signage Request shall amount to a denial by the County of such

proposed Signage Request. Notwithstanding the foregoing, all such signage shall be subject to all applicable permitting requirements.

Section 11. Improvements and Alterations.

Except as otherwise expressly permitted in this Agreement, the Agency may not damage, destroy, alter, erect, or permit to be erected upon the Office or Facilities such improvements, alterations or modifications to the Office, Facilities, or any fixtures, building systems, or equipment or portion thereof, without the prior written approval of the County, which may be withheld in the County's sole and absolute discretion.

Section 12. The Parties' Obligations.

A. **The Agency's Obligations.** In addition to the other covenants and undertakings set forth in this Agreement, the Agency makes the following affirmative covenants governing the Agency's use of the Facilities:

1. **Implementation of Security Measures.** The Agency, at its sole cost and expense, shall take any and all actions reasonably necessary to implement safety and security measures to maintain the safety and security of the Facilities, the Office, and any and all staff or visitors located thereon, including, without limitation, appropriate screening, hiring, and training of staff and employees in accordance with any and all applicable federal, state, and local requirements governing the Agency. Notwithstanding the foregoing, the County reserves the right, in its sole and absolute discretion, to require that all staff, volunteers, employees, and agents of the Agency, or vendors of the Agency that are on-site, at the sole cost and expense of the Agency, undergo and submit to the appropriate screening requirements.
2. **Designation of Liaison.** The Agency shall designate an individual or contact person who shall be responsible for ("Liaison"): (a) coordinating and scheduling the Facilities use days, times, and details; (b) maintaining a working relationship with the Medical Examiner's Office; and (c) communicating all notices required under this Agreement with the County. The Agency shall be solely responsible for any and all actions of the Liaison.
3. **Personnel.** The Agency, at its sole cost and expense, shall be solely responsible and liable for the employing, engaging, and providing all administrators, personnel, or staffing to safely and effectively operate within the Facilities for the Intended Use.
4. **Supervision Responsibilities.** The Agency shall exercise commercially reasonable efforts to prevent its representatives from performing any disorderly conduct or committing or maintaining any nuisance on the Office, or using the Facilities, Office, or any portion thereof, in any way so as to interfere with the operation of the County's activities or the exercise by other licensees or privileges which the County may grant in the Office.
5. **Incident Reports.** The Agency shall provide written notice to the County promptly and shall use its best efforts to provide such notice within twenty-four (24) hours of the occurrence of any incident resulting in bodily injury or death to any persons, or any damage or vandalism to property of the County or others occurring at any portion of the Office or adjacent premises or in any way connected with the use of Office or adjacent premises.

The notice must include details of the time, place and circumstances of the incident, and the names and addresses of any person(s) witnessing the incident.

6. **Compliance with Rules and Regulations.** The Agency shall comply with and abide by all laws, ordinances, rules, regulations, policies, directives and procedures of the County and any other governmental entity having jurisdiction over the Office, any portion thereof, or the Intended Use thereof, including, without limitation, all safety and security protocols, management directives governing the alterations to facilities, and standards for the Agency. This requirement includes, but is not limited to, the applicable provisions of Chapter 765, Florida Statutes, and the standards of Section 59A-1.005, Florida Administrative Code.

7. **Prohibitions of Substances, Devices, or Materials.** Unless otherwise specifically agreed to by the County in writing, the Agency shall not allow or permit the use, consumption, storage or possession of any of the following items on the Office by the Agency or its agents: (a) intoxicating or alcoholic beverages, smoking, or illegal or harmful drugs; (b) gambling devices of any kind; (c) any weapons and firearms; (d) hazardous, flammable or explosive materials, including but not limited to, flammable materials or liquids, fireworks, pyrotechnic devices, explosives, poisonous materials or plants, strong acids or caustics; (e) dangerous animals; or (F) any other substance, material or items prohibited by law or ordinances of fire insurance.

8. **Removal of Property.** The Agency may not remove or damage any County equipment or supplies from any portion of the Facilities or Office.

B. **The County's Obligations.** In addition to the other covenants and undertakings set forth in this Agreement, the County makes the following affirmative covenants governing the Agency's use of the Facilities:

1. The County shall report potential candidates for organ and tissue donation in accordance with applicable local, state, and federal laws, rules, and regulations.

2. The County shall ensure that a County staff member is present with the Agency at the Facilities at all times during the scheduled Use Hours.

3. Except in the case of an emergency, a threat to health or safety, or criminal conduct, the County shall provide at least twenty-four (24) hours' prior written notice to the Agency's designated Liaison before removing any Agency employee or agent from the County's premises. In the case of an emergency or immediate threat, the County may remove Agency personnel without advance notice, provided written notice is delivered to the Agency's Liaison as soon as practicable thereafter. The removal of substantially all Agency personnel during a scheduled Use Hour, without cause and without the Agency's consent, shall constitute constructive termination of this Agreement and trigger the thirty (30) day notice provisions of Section 3(B).

Section 13. Indemnification, Insurance, Sovereign Immunity, and Liability.

A. **Indemnification.** The Agency agrees to defend, indemnify, and hold harmless the County, and the County's officers, officials, and employees from and against any and all claims, actions, losses, suits, judgments, fines, liabilities, costs, and expenses (including reasonable attorneys' fees)

arising out of or resulting from the negligent acts or omissions, or willful misconduct, of the Agency or the Agency's officers, employees, agents, contractors, or subcontractors in connection with this Agreement. To the extent permitted by Florida law, the County shall be responsible for its own negligent acts or omissions in accordance with Section 768.28, Florida Statutes. Nothing contained herein shall be construed as a waiver of the County's sovereign immunity as set forth in Section 768.28, Florida Statutes.

B. Insurance.

1. The Agency agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this Agreement the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the County's review or acceptance of insurance maintained by Agency, are not intended to, and shall not in any manner limit or qualify the liabilities or obligations assumed by the Agency under this Agreement.

2. The Agency shall require and ensure that each of its officers, employees, agents, representatives, contractors, subcontractors, vendors, invitees, and consultants, providing services hereunder (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified herein.

3. The Agency shall have in force the following insurance coverage, and will provide Certificates of Insurance to the County prior to commencing operations under this Agreement, or prior to executing any renewals hereof, to verify such coverage:

a. All Agencies:

Commercial General Liability - The Agency shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than \$1,000,000 per occurrence. Agency further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. The General Aggregate limit shall either apply separately to this Agreement or shall be at least twice the required occurrence limit.

The Agency agrees to provide the following endorsements to the Commercial General Liability policy in favor of Orange County, Florida:

CG 20 26 Additional Insured – Designated Person or Organization

CG 24 04 Waiver of Transfer of Rights of Recovery

b. Agencies providing Services at County facilities:

Business Automobile Liability – The Agency shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than \$500,000 per accident. In the event the Agency does not own automobiles the Agency shall maintain coverage for hired and non-owned auto liability, which may

be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation - The Agency shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$100,000 each incident of bodily injury or disease for Employers' Liability.

The Agency agrees to provide the following endorsements to the Worker's Compensation policy in favor of Orange County, Florida:

Waiver of Subrogation – WC 00 03 13

Elective exemptions as defined in Chapter 440, Florida Statutes, will be considered on a case-by-case basis. Any Agency using an employee leasing arrangement shall complete the “**Leased Employee Affidavit**” attached to this Agreement as “**Exhibit A**”.

c. Agencies providing Services for vulnerable populations:

Sexual Abuse and Molestation coverage with limits of not less than \$100,000 per occurrence shall also be included for those programs that provide services directly to vulnerable populations. “Vulnerable Person(s)” are minors as defined in Section 1.01(13), Florida Statutes, or vulnerable adults as defined in Section 415.102, Florida Statutes.

d. Agencies providing Services of a professional nature:

Professional Liability coverage – Any organization providing professional services (e.g., medical, counseling, etc.) shall provide professional liability coverage with limits of not less than \$1,000,000 per occurrence.

e. Agencies receiving funding in advance payments:

Fidelity & Employee Dishonesty Insurance with a limit greater than or equal to the amount of any and all funds paid in advance. This insurance may be waived at the discretion of the County's Risk Management Division if the Agency is a “state agency or subdivision” as defined by Section 768.28(2), Florida Statutes.

4. If the Agency is an Agency or political subdivision of the State of Florida, then, without waiving its right to sovereign immunity as provided in Section 768.28, Florida Statutes, the Agency may self-insure its liability with coverage limits as set forth by the Florida legislature. A statement of self-insurance must be provided to the County.

5. When self-insured retention or deductible exceeds \$100,000, the County reserves the right to request a copy of the Agency's most recent annual report or financial statement. For policies written on a “Claims-Made” basis the Agency agrees to maintain a retroactive date prior to or equal to the effective date of this Contract. In the event the policy is cancelled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Contract the Agency agrees to purchase the SERP with a minimum reporting period

of not less than two (2) years. Purchase of the SERP shall not relieve the Agency of the obligation to provide replacement coverage.

6. Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VIII or better.

7. Any request for an exception to these insurance requirements must be submitted in writing to the County for the approval of the County's Risk Management Division.

8. The Agency shall provide the County with current certificates of insurance evidencing all required coverage prior to execution and commencement of any operations/services provided under this Contract. In addition to the certificate(s) of insurance the Agency shall also provide copies of the additional insured and the waiver of subrogation endorsements as required above. For continuing service contracts renewal certificates shall be submitted upon request by either the County or its certificate management representative. The certificates shall clearly indicate that the Agency has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. No material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. The certificate holder and additional insured shall read:

Orange County, Florida
Attn: Risk Management Division
109 East Church Street, Suite 200
Orlando, Florida 32801.

C. **Sovereign Immunity.** Nothing contained in this Section, or in any part of this Agreement, shall constitute a waiver of the County's sovereign immunity provisions or protections pursuant to Section 768.28, Florida Statutes.

D. **Liability.**

1. 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.

2. Without waiving any of the provisions or protections under this Agreement or pursuant to Florida law, under no circumstances shall the County be liable to the Agency under any contract, negligence, strict liability, or other legal or equitable theory for any amounts in excess of those limits per claim and per occurrence set forth for tort liability in Section 768.28 of the Florida Statutes, which limits are hereby made applicable to all manner of claims against the County related to this Agreement and are not confined to tort liability.

Section 14. Protection of Persons and Property.

A. While working or performing services at County facilities, the Agency shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of this Agreement.

B. The Agency shall take all reasonable precautions for the safety and protection of:

1. All employees and all persons whom the Agency suffers to be on the premises and other persons who may be affected thereby;
2. All property, materials, and equipment on the premises under the care, custody or control of the Agency; and
3. Other property at or surrounding the premises including trees, shrubs, lawns, walks, pavement, and roadways.

C. The Agency agrees that the County does not guarantee the security of any equipment or personal property brought by the Agency, its agents or employees onto the County property and that the County shall in no way be liable for damage, destruction, theft or loss of any equipment and appurtenances regardless of the reason for such damage, destruction, theft or loss.

D. The Agency shall comply with, and shall ensure that its contractors comply with, all applicable safety laws or ordinances, rules, regulations, standards and lawful orders from authority bearing on the safety of persons or property for their protection from damage, injury or loss. This includes but is not limited to the following:

1. Occupational Safety & Health Act (OSHA)
2. National Institute for Occupational Safety and Health (NIOSH)
3. National Fire Protection Association (NFPA)
4. Americans with Disabilities Act (ADA)

E. The Agency must also comply with the guidelines set forth in the Orange County Safety & Health Manual. The manual can be accessed online at the address below:

<http://www.ocfl.net/VendorServices/OrangeCountySafetyandHealthManual.aspx>

F. In any emergency affecting the safety of persons or property, the Agency will act with reasonable care and discretion to prevent any threatened damage, injury or loss.

G. The County may, in County's sole and absolute discretion, prohibit entry into County facilities or remove any Agency staff member, faculty, employee, or other Agency representative from the County's premises at any time.

Section 15. Confidentiality.

A. The parties hereby agree to maintain any and all confidential information transmitted by the other party over the course of this Agreement confidential to the extent that such confidentiality is lawfully permitted under federal and Florida law. The parties acknowledge that the Agency is not a HIPAA covered entity nor a business associate as those terms are defined under 45 CFR Part 160. The Agency operates as a permitted recipient of protected health information for transplantation purposes under 45 CFR §164.512(h) and applicable HHS and OPTN/HRSA

guidance. Accordingly, the Agency's data protection obligations under this Agreement are governed by the Agency's Confidentiality Agreement (attached to this Agreement as "**Exhibit C**") and applicable Florida law, including FIPA, rather than by HIPAA Business Associate Agreement requirements. Any request by the County for a Business Associate Agreement shall be referred to the Agency's Contracts team for review.

B. Health Insurance Portability and Accountability Act ("HIPAA")

1. Under this Agreement, each party shall limit its transmission of data to the other party only to data that either:

a. Is not "**Protected Health Information**," as defined in 45 CFR § 160.103; or

b. Has been "de-identified" in compliance with the HIPAA Safe Harbor Standard, 45 CFR § 164.514.

2. Should the need for the transmission of Protected Health Information arise pursuant to this Agreement, the party transmitting that Protected Health Information shall, prior to such transmission, ensure that:

a. A Business Associate Agreement and adequate patient/participant/individual authorizations have been executed, as applicable; and

b. All the protections of the HIPAA Privacy and Security Rules found in 45 CFR Part 164 are properly followed.

3. Notwithstanding the foregoing, the parties may disclose protected health information between each other as entities engaged in the procurement, banking, or transplantation of cadaveric organs, eyes, or tissue for the purpose of facilitating organ, eye or tissue donation and transplantation in accordance with 45 CFR § 164.512(h).

C. Florida Information Protection Act ("FIPA").

1. Pursuant to Section 501.171(g)1., Florida Statutes, "**Personal Information**" means either of the following:

a. An individual's first name or first initial and last name in combination with any one or more of the following data elements for that individual:

i. A social security number;

ii. A driver license or identification card number, passport number, military identification number, or other similar number issued on a government document used to verify identity;

iii. A financial account number or credit or debit card number, in combination with any required security code, access code, or password that is necessary to permit access to an individual's financial account;

- iv. Any information regarding an individual's medical history, mental or physical condition, or medical treatment or diagnosis by a health care professional;
- v. An individual's health insurance policy number or subscriber identification number and any unique identifier used by a health insurer to identify the individual;
- vi. An individual's biometric data as defined in Section 501.702, Florida Statutes; or
- vii. Any information regarding an individual's geolocation.

b. A username or e-mail address, in combination with a password or security question and answer that would permit access to an online account.

2. The parties acknowledge that neither party intends that the other party maintain, store, or process personal information on the other party's behalf; however, if, pursuant to this Agreement, the Agency is maintaining, storing, or processing personal information on behalf of the County, the Agency is the County's "Third-Party Agent" under FIPA and hereby agrees to comply with all obligations for such "Third-Party Agents" as detailed in Section 501.171, Florida Statutes. These obligations include, but are not limited to:

a. Taking reasonable measures to protect and secure data in electronic form containing personal information; and

b. Providing notice to the County in the event of a breach of security of the Agency's system as expeditiously as practicable, but no later than seventy-two (72) hours following the Agency's determination of a breach or reasonable belief that a breach has occurred, consistent with the Agency's internal data security policy. Such notice shall be directed to the County's designated data privacy contact. The parties agree that prior to execution of this Agreement, the County shall provide the Agency in writing with the name, title, mailing address, and email address of the County's designated contact for breach notifications, and shall promptly notify the Agency of any change to such contact information during the Term.

3. The Agency shall be responsible and liable for all direct costs associated with any required notices, fines, or fees assessed against the County for any breach of Personal Information that is the fault of the Agency.

Section 16. Notices.

All notices under this Agreement shall be in writing and delivered by hand delivery, express courier, or United States Postal Service certified mail with return receipt requested, and shall be effective upon receipt of the same.

To the County: Orange County, Florida
Attn: Medical Examiner
2350 Michigan Avenue

Orlando, Florida 32806

Copy to: Orange County Administrator
P.O. Box 1393
Orlando, Florida 32802-1393

To the Agency: CorneaGen LLC
1200 6th Avenue, Suite 300
Seattle, Washington 98101

Section 17. Independent Contractor and Third Parties.

A. **Independent Contractor.** The parties agree that nothing in this Agreement is intended or should be construed as creating or establishing the relationship of copartners between the parties, or as constituting the Agency as the agent, representative, or employee of the County for any purpose or in any manner whatsoever. The Agency is to be, and shall remain, an independent contractor with respect to all Services performed under this Agreement, and that any individuals hired, or performing Services or work, pursuant to this Agreement shall be considered to be the employee of the Agency for all purposes, including but not limited to for any worker's compensation matters.

B. **No Third-Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to, or may 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 18. Records.

The Agency shall retain copies of all records associated with this Agreement for a period of five (5) years from the date of termination. In the event of litigation, claim, or audit findings, the record retention period shall be five (5) years from the time of the resolution of the litigation, claim, or audit findings. Should the Agency dissolve or otherwise terminate this Agreement without the capability of retaining the records, as required by this Agreement, all such records shall be transferred to the County.

Section 19. General Provisions.

A. **Anti-Human Trafficking.** By executing this Agreement, the Agency certifies that the Agency does not use coercion for labor or services, as those terms are defined in Section 787.06, Florida Statutes. Pursuant to Section 787.06, Florida Statutes, the Agency shall provide the County with an affidavit signed by an officer or representative of the Agency under penalty of perjury attesting that the Agency does not use coercion for labor or services. The affidavit signed by the Agency must be in a form substantially similar to the "**Human Trafficking Affidavit**" attached to this Agreement as "**Exhibit B.**" If the Agency fails to sign the affidavit as required by this Paragraph and Section 787.06, Florida Statutes, then the County may immediately terminate this Agreement.

B. **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.

C. **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").

D. **Compliance with Laws.** It shall be each party's responsibility to be aware of federal, state, and local laws relevant to this Agreement. Each party shall comply in all respects with all applicable legal requirements governing the duties, obligations, and business practices of that party and shall obtain any permits or licenses necessary for its operations. Neither party shall take any action in violation of any applicable legal requirement that could result in liability being imposed on the other party.

E. **Conflicts.** The Agency 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.

F. **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.

G. **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.

H. **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.

I. **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.

J. **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.

K. **Nondiscrimination.** The Agency shall, at no 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.

L. **Non-Exclusive Agreement.** This Agreement shall be non-exclusive to both parties providing both the Agency and the County the right to enter into agreements regarding the same or similar subject matter with other parties.

M. **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 under this Agreement, nor shall any such delay give rise to any claim for damages.

N. **Radon Gas.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

O. **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.

P. **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.

Q. **Signatory.** Each signatory below represents and warrants that he or she has full power and is duly authorized by their respective party to enter into and perform under this Agreement. Such signatory also represents that he or she has fully reviewed and understands the above conditions and intends to fully abide by the conditions and terms of this Agreement as stated.

R. **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 and public records provisions, shall survive the expiration, cancellation, or termination of this Agreement.

S. **Use of County and Agency 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.

T. **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.

U. **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.

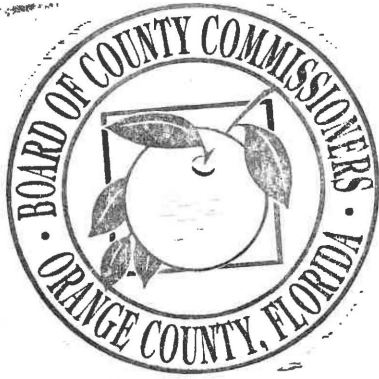
V. **Written Modification.** This Agreement may be amended upon the mutual written consent of the parties hereto. The County does hereby confer upon the Medical Examiner, or Medical Examiner's designee, the authority to amend this Agreement, provide any consent, notice, or approval hereunder, without formal County approval, provided such amendment, notice, consent or approval does not substantially alter or modify the terms herein. The right to amend or provide consent delegated to the Medical Examiner shall include, but not be limited to, the right of the Medical Examiner to alter or modify the terms that concern the scheduling of hours of use of the Facilities and approvals and consents that are expressly contemplated in this Agreement. Amendments to this Agreement that shall conclusively be presumed to substantially alter or modify the terms hereof include, but are not limited to, those that alter maintenance obligations of the parties and those which increase monetary obligation of the County.

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: *Bryan W. Brooks*
Jerry L. Demings
Orange County Mayor

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

By: *Phil Diamond*
for Deputy Clerk
Date: JUN 3 0 2023

"Agency"

CORNEAGEN LLC, a limited liability company organized and existing under the laws of the State of Delaware.

By: [Signature]

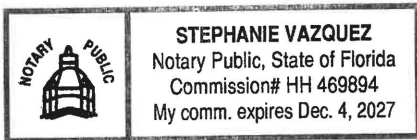
Print Name: Di Ann M^cCormack

Title: Donor & Community Dev. Manager

Date: 4/6/2026

STATE OF FLORIDA)
)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 6th day of April, 2026, by Diann McCormack, as Donor & Community Dev. Manager of CorneaGen LLC, a limited liability company organized and existing under the laws of the State of Delaware, on behalf of CorneaGen LLC, who is personally known to me or had produced FLDL (type of identification) as identification. (Physically Present)



AFFIX NOTARY STAMP

[Signature]
NOTARY PUBLIC OF FLORIDA
Print Name: Stephanie Vazquez
Commission No.: HH469894
Expires: Dec 4 2027

EXHIBIT A
LEASED EMPLOYEE AFFIDAVIT

NOT APPLICABLE — CorneaGen LLC does not utilize an employee leasing arrangement or Professional Employer Organization (PEO). CorneaGen LLC employs all personnel directly. Workers' compensation coverage is maintained through a standard commercial insurance carrier (Policy No. WC679676504, effective 12/1/2025 through 12/1/2026), with Employers' Liability limits of \$1,000,000 per accident, \$1,000,000 per disease per employee, and \$1,000,000 disease policy limit.

A certificate of insurance evidencing this coverage will be provided to the County prior to commencement of operations. This Exhibit A shall not be completed.

I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors or casual labor exposure.

I hereby certify that 100% of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the County in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the County with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any County jobsite.

I further agree to notify the County if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: _____

Workers' Compensation Carrier: _____

A.M. Best Rating of Carrier: _____

Inception Date of Leasing Arrangement: _____

I further agree to notify the County in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the County that documents the change of carrier.

Name of Contractor: _____

Signature of Owner/Officer: _____

Title: _____

Date: _____

**EXHIBIT B
HUMAN TRAFFICKING AFFIDAVIT**

1. I am over the age of 18 and I have personal knowledge of the matters set forth except as otherwise set forth herein.
2. I currently serve as Donor & Community Dev Mgr (Role) of CorneaGen (Company).
3. Cornea Gen (Company) does not use coercion for labor or services, as those terms are defined in Florida Statute 787.06.
4. This declaration is made pursuant to Florida Statute 92.525. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I DiAnn McCormack (Signatory Name and Title), declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated in it are true.

Further Affiant sayeth naught.

Cornea Gen
NAME OF BUSINESS ENTITY

DiAnn McCormack
SIGNATURE

DiAnn McCormack Donor & Community Development Manager
TYPE NAME AND TITLE

5-8-2026
DATE

EXHIBIT C

CONFIDENTIALITY AGREEMENT

THIS Confidentiality Agreement (the “ Confidentiality Agreement”) is by and between Orange County, Florida (“County”) and CorneaGen LLC (“Agency”) (hereinafter, “County” and “Agency” are at times, referred to individually each as a “Party” and together as “the Parties”), and shall amend, and, if, and to the extent this Confidentiality Agreement differs from the underlying Agreement, shall supersede, the terms of the underlying Agreement between the parties with regard to the subject matter hereof, unless otherwise expressly stated.

RECITALS:

WHEREAS, the County has engaged Agency for the purpose of performing certain functions and engaging in certain activities for and on behalf of the County, as set forth in the underlying Agreement between the Parties (hereinafter, the “Facility Use Agreement”), which is hereby referred to and incorporated with this Confidentiality Agreement; and

WHEREAS, in connection with such Services, it may become necessary for the County or other entities to disclose information to Agency, some of which may constitute protected health information concerning potential donors, donors and potential recipients and recipients of organs and tissues (“patient information”), including electronic patient information (“e-patient information”) patient information and e-patient information and other Confidential Information, including trade secrets and proprietary information, henceforth collectively called “Confidential Information”; and

WHEREAS, the Parties intend to protect the privacy and provide for the security of County’s Confidential Information in compliance with applicable federal or state laws concerning the privacy and security of information;

NOW THEREFORE, in consideration of the foregoing, the mutual representations, covenants and agreements set forth below and in the underlying Facility Use Agreement, and for other good and valuable consideration, the Parties, intending to be legally bound, hereby agree as follows:

- 1) ***Permitted Uses and Disclosures.*** Agency may use and/or disclose County’s Confidential Information made available by the County, or created or obtained by Agency for, or on behalf of the County, as follows:
 - a) to furnish or perform the Services set forth in the Facility Use Agreement, as permitted by and in accordance with this Agreement, and all other applicable federal or state laws. Agency may not use or disclose the County’s Confidential Information in a manner that would violate applicable law;
 - b) to use and/or disclose only the minimum necessary amount of the County’s Confidential Information needed for Agency to perform the Services;
 - c) for internal management and administration purposes of Agency only if use of the County’s Confidential Information is necessary for Agency to

EXHIBIT C
CONFIDENTIALITY AGREEMENT

perform internal management and administration functions, or to carry out its own internal legal responsibilities; and

- d) if the disclosure is required by law.
- 2) ***Agency's Agents.*** Agency shall ensure that any agent to whom it provides the County's Confidential Information agrees to implement reasonable and appropriate security measures to protect such Confidential Information.
- 3) ***Prohibited Uses and Disclosures.***
 - a) *Prohibition on "Sale" of Confidential Information and "Marketing."* Agency shall not directly or indirectly accept remuneration in exchange for using or disclosing any of the County's Confidential Information, including in de-identified form, except Agency may accept such remuneration from the County in exchange for services or functions performed pursuant to this Agreement. Agency shall not use or disclose the County's Confidential Information for marketing except for or on behalf of the County with the County's express written consent and the individual's Authorization.
 - b) *All Other Uses Strictly Prohibited.* Agency is strictly prohibited from using or disclosing the County's Confidential Information in any other manner except as expressly permitted under this Agreement.
- 4) ***Security Safeguards.***
 - a) *General.* Agency shall have in place reasonable and appropriate safeguards to provide for the security of the County's Confidential Information and prevent use or disclosure of the County's Confidential Information other than as provided for by this Agreement.
- 5) ***Security Breach Notification.***
 - a) *General.* Agency shall comply with the standards and requirements under the Breach Notification Laws, which, for purposes of this Agreement, include, collectively, the applicable provisions relating to breach as set forth in the HITECH Statute and its related Rules for Breach Notification for Unsecured Protected Health Information (45 CFR Parts 160 and 164), and the Florida Information Protection Act (FIPA), Fla. Stat. §501.171, and its related regulations, as may be amended from time to time, and may be applicable to Agency.
 - b) *Encryption.* Agency shall encrypt the County's Confidential Information when maintained by Agency (i.e., "at rest") and when transmitted by Agency (i.e., "in transit") to render it unusable, unreadable and indecipherable, including any and all of the County's Confidential Information that Agency accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses, or discloses for or on behalf of

EXHIBIT C CONFIDENTIALITY AGREEMENT

the County pursuant to this Agreement. If the Parties otherwise mutually agree that it is not reasonable or possible for Agency to encrypt the County's Confidential Information, then Agency shall implement reasonable alternative security methods, as agreed to by the County in its sole and unfettered discretion, to safeguard the County's Confidential Information.

- c) Agency's Obligations in the Event of a Security Incident or Breach.
- i. Reporting Security Incidents and Breaches. Agency shall promptly report to the County's Privacy Officer and/or Security Officer, or their respective designee, either in person or by telephone at a number to be provided by the County, any incident, including any Breach or Security Incident, as such terms are defined by HIPAA, or applicable state laws, that has or may result in the unauthorized use or disclosure of the County's Confidential Information, and in no case later than **seventy-two (72) hours** from the date of actual or constructive discovery by Agency.
 - ii. Presumption of Breach. *Any acquisition, access, use or disclosure of Confidential Information in a manner not permitted under the Privacy Rule is presumed to be a Breach unless a low probability exists that the Confidential Information has been compromised.* For purposes of this Addendum, a Breach shall be deemed "discovered" by Agency as of the first day on which such Breach is actually known to any person, other than the individual committing the Breach, that is an employee, officer, or other agent of Agency, or if such Breach should reasonably have been known to Agency to have occurred, including but not limited to notification provided to Agency by a subcontractor of a Breach. Agency shall take all commercially reasonable steps (e.g., audits; hotlines; technological tools etc.) to allow it to discover Breaches and Security Incidents involving County's Confidential Information.
 - iii. No Delay for Risk Assessment. Agency shall not delay Breach or Security Incident reporting on the basis of there being a pending determination of whether the incident may result in a "low probability" that the County's Confidential Information was compromised or other harm or misuse assessment which may be required under the Breach Notification Laws. The County has the sole and unfettered right to make any and all final risk assessment determinations, and Agency shall cooperate with investigations if requested by the County in order for the County to comply with its obligations.
 - iv. Assistance and Cooperation. Agency shall provide the County with such information as may be required for the County to appropriately determine whether an incident is a Security Incident or Breach, and provide such notification as may be required under the Breach

EXHIBIT C
CONFIDENTIALITY AGREEMENT

Notification Laws. Agency agrees to assist and cooperate with the County as needed for the County and Agency to fully comply with the Breach Notification Laws. If Agency is the direct or indirect cause of a Breach of the County's Confidential Information, including any of Agency's employees, owners, directors, agents, independent contractors, or affiliates, Agency shall provide the County's, at Agency's sole cost, administrative support and other resources as may be requested by the County in order to furnish written notices to individuals affected by the Breach and otherwise comply with the Breach Notification Laws. In the event that Agency does not provide such requested assistance and resources in a timely manner, as determined by the County in its sole and unfettered discretion, then Agency shall reimburse the County for all reasonable and actual costs and expenses (e.g., postage; supplies; administrative staff time, etc.) incurred by the County in its efforts to comply with the Breach Notification Laws.

- v. Indemnification for Failures to Discover or Report Breaches. Agency shall defend, indemnify and hold harmless the County and each of its officers, directors, employees and agents ("County Affiliates") from and against any and all penalties, claims, losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees and expenses) incurred by the County or any County Affiliates arising out of or in connection with Agency's negligent failure to (a) discover a Breach, (b) timely notify the County of a Breach that is known or should have been known to Agency or (c) otherwise comply with Agency's obligations under the Breach Notification Laws and this Agreement.
- 6) ***Agency's Subcontractors.*** Agency expressly acknowledges that subcontractors shall be considered "Subcontractors" in their own respect with regard to Confidential Information that they may create, receive, maintain, or transmit for or on behalf of Agency. Agency hereby agrees to:
 - a) Ensure that each such subcontractor is notified and made aware that it is directly responsible for complying with this Agreement;
- 7) ***Termination.***
 - a) Noncompliance. If the County notifies Agency regarding an activity or practice that constitutes a material breach or violation of an obligation under this Confidentiality Agreement, and Agency does not take reasonable steps to or otherwise does not successfully cure the breach or end the violation, as applicable, within a reasonable timeframe as determined by the County, the County may terminate the Facility Use Agreement and Agency's authority to access, use and/or maintain possession of the County's Confidential Information pursuant to the

EXHIBIT C
CONFIDENTIALITY AGREEMENT

Facility Use Agreement. This paragraph is in addition to, and does not supersede or modify, any termination terms in the Facility Use Agreement.

- b) *Return of the County's Confidential Information.* Upon termination of the underlying Facility Use Agreement or this Agreement, Agency shall return to the County and/or destroy all of the County's Confidential Information that Agency or any of its subcontractors still maintains in any form, and Agency and its subcontractors shall retain no copies of the County's Confidential Information. If return or destruction is not feasible, Agency agrees to continue to extend the protections of this Agreement to such information, and limit further use of the County's Confidential Information to those purposes that make the return or destruction of such Confidential Information infeasible, and similarly require any of its subcontractors to extend such protections and limit further use/disclosure of the County's Confidential Information, as applicable.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement effective as of the date of signature below (the "Effective Date"):

**CORNEAGEN LLC, a limited liability
company organized and existing under
the laws of the State of Delaware**

By: 

Print
Name: DiAnn McCormack

Title: Donor & Comm. Dev. Mgr

Date: 4-6-26

ORANGE COUNTY, FLORIDA

By: Orange County Board of County
Commissioners

By: 
Jerry L. Demings
for Orange County Mayor

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


Deputy Clerk

Date: JUN 3 8 2026

