

**PROGRAM LETTER OF AGREEMENT FOR ROTATION OF UNIVERSITY OF FLORIDA
COLLEGE OF MEDICINE-JACKSONVILLE RESIDENTS AND/OR FELLOWS
AT AN EXTERNAL EDUCATIONAL SITE**

The University of Florida Board of Trustees, for the benefit of the College of Medicine - Jacksonville, University of Florida ("UNIVERSITY"), has responsibility for the training of physician residents and fellows (hereinafter referred to as "RESIDENT(S)") in accordance with and as accredited by the Accreditation Council for Graduate Medical Education (ACGME). Jacksonville Fire and Rescue Department ("EDUCATIONAL SITE"), located at 515 N. Julia Street, Jacksonville, FL 32202, can provide a clinical/educational setting in which RESIDENT(S) may participate in medical education, research, and/or patient care. UNIVERSITY wishes to enter into this formal agreement ("Agreement"), with EDUCATIONAL SITE in furtherance of its educational mission under Article IX, § 7 (a) of the Florida Constitution. This Agreement must be fully executed by UNIVERSITY and EDUCATIONAL SITE prior to arrival of RESIDENT(S) and before RESIDENT(S) perform clinical or other services at EDUCATIONAL SITE.

AGREEMENT AND RESPONSIBILITIES

EDUCATIONAL SITE agrees to accept a variable and mutually agreed upon number of FELL 1, FELL 2, and/or FELL 3 RESIDENTS each year from UNIVERSITY's Department of Pediatric Emergency Medicine ("DEPARTMENT") for a/an DEM:PEDSEM:PREHOSP-EMS 1 & 2 required and/or elective educational rotation for a period of up to six 4-week blocks. UNIVERSITY shall provide the names of the RESIDENTS and period of assignment at mutually agreed upon time(s). The term of this Agreement shall commence on July 1, 2024, and shall be for a period of ten (10) years. This Agreement may be terminated, with or without cause, by either party providing sixty (60) days written notice to the other party with delivery confirmation. Such notice may be delivered by a courier service, by United States Postal Service mail registered mail, return receipt requested or by hand delivery. The parties agree that if this Agreement is terminated, all RESIDENTS currently assigned to EDUCATIONAL SITE by UNIVERSITY pursuant to this Agreement, shall be given the opportunity to complete their educational rotation.

A. RESPONSIBILITIES OF EDUCATIONAL SITE

1. EDUCATIONAL SITE shall provide qualified preceptors and a structured educational experience to RESIDENT(S) pursuant to ACGME standards. The individual appointed by the Program Director and assigned by EDUCATIONAL SITE to assume administrative, educational, and supervisory responsibility for RESIDENT(S)' educational experience is Jacob Blanton.
2. EDUCATIONAL SITE shall provide to each RESIDENT, upon his/her arrival at EDUCATIONAL SITE, a current set of EDUCATIONAL SITE rules and regulations pertaining to the site of assignment.
3. EDUCATIONAL SITE shall arrange for immediate emergency care in the event of a RESIDENT's accidental injury or illness, but EDUCATIONAL SITE shall not be responsible for costs involved, follow-up care, or hospitalization.
4. EDUCATIONAL SITE shall formally evaluate in writing the performance of each RESIDENT via the web-based residency management software utilized by UNIVERSITY or other mechanism as requested by the program.
5. EDUCATIONAL SITE shall have the right to remove any RESIDENT from the EDUCATIONAL SITE's programs in the event the RESIDENT does not, in the sole judgment of EDUCATIONAL SITE, satisfactorily perform assigned duties while in the program.
6. EDUCATIONAL SITE shall maintain professional liability insurance coverage for EDUCATIONAL SITE and its personnel in amounts consistent with that maintained by similar entities, and shall provide evidence of such insurance upon reasonable request of UNIVERSITY.
7. EDUCATIONAL SITE will make the following resources available to the residents/fellows while engaged in educational activities at participating site:

- A. adequate resources for resident education such as: meeting rooms, study areas, and office space;
- B. must ensure a healthy and safe learning and working environment that promotes resident well-being such as: access to food while on duty; quiet, clean and private facilities available and accessible for residents/fellows with proximity appropriate for safe patient care while on-call; clean and private lactation facilities that have refrigeration capabilities; security and safety measures appropriate to the participating site; and accommodations for residents with disabilities consistent with the Sponsoring Organization's policy; and
- C. access to specialty-specific reference materials in print or electronic format and must include access to electronic medical literature databases with full text capabilities.

B. RESPONSIBILITIES OF UNIVERSITY

- 1. UNIVERSITY shall provide qualified preceptors and a structured educational experience to RESIDENT(S) pursuant to ACGME standards. The individual appointed by the Program Director and assigned by UNIVERSITY to assume administrative, educational, and supervisory responsibility for RESIDENT(S)' educational experience is Andrew Schmidt, D.O.
- 2. UNIVERSITY shall appoint one faculty member as the program director with authority and accountability for the overall program, including compliance with all applicable program requirements. The individual must meet all the ACGME Program Requirements as identified in the common program requirements 11.A.2. and 11.A.3. including board certification. The program director is Todd Wylie, M.D.
- 3. UNIVERSITY shall identify in writing the educational goals and objectives to be attained during RESIDENT's clinical experience at EDUCATIONAL SITE and shall attach same hereto as **Attachment A**.
- 4. UNIVERSITY shall ensure that each RESIDENT has appropriate qualifications, including appropriate skills, training, health status, and other qualifications as required by EDUCATIONAL SITE.
- 5. UNIVERSITY shall instruct each RESIDENT to attend all educational activities, perform clinical services as assigned by preceptor(s), and adhere to applicable policies of UNIVERSITY and EDUCATIONAL SITE, if not in conflict with those of UNIVERSITY.
- 6. UNIVERSITY shall instruct each RESIDENT to wear a pictured name tag identifying his/her status with UNIVERSITY.
- 7. UNIVERSITY shall be responsible for the payment of all salaries and fringe benefits accruing to each RESIDENT.
- 8. While engaged in activities described in this Agreement, each RESIDENT shall function in the capacity of an employee or agent of The University of Florida Board of Trustees (UFBOT) and shall be subject to the personal immunity to tort claims as described in Section 768.28, Florida Statutes. Accordingly, UFBOT acting as UNIVERSITY shall, in accordance with applicable Florida laws and regulations, provide professional liability protection for claims and actions arising from the clinical activities of each RESIDENT. To the extent that the State of Florida, on behalf of the Board of Governors and UFBOT, has partially waived its immunity to tort claims and is vicariously responsible for the negligent acts and omissions of its employees and agents as prescribed by Section 768.28, Florida Statutes, UFBOT 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 University of Florida J. Hillis Miller Health Center Self-Insurance Program, a self-insurance program created pursuant to the authority of Section 1004.24, Florida Statutes. Personnel and agents of UFBOT are not individually subject to actions arising from their state functions. Any damages allocated against the UFBOT 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 UFBOT in professional liability actions. The sole remedy available to a claimant to collect damages allocated to UFBOT is as prescribed by Section 768.28, Florida Statutes. All liability protection described in this Section is on an "occurrence" basis. The

University of Florida J. Hillis Miller Health Center Self-Insurance Program provides ongoing protection with no expiration.

9. UNIVERSITY shall instruct its RESIDENTS to keep patient information strictly confidential and to not use confidential patient information for any purpose other than treatment or as a part of their own training. RESIDENTS shall be instructed to comply with all applicable requirements of state and federal law for the protection of confidential patient information, including privacy regulations of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

C. RESPONSIBILITIES OF RESIDENT

1. For required rotations, overnight accommodations will be provided when the distance between the PROGRAM and SITE is more than 100 miles one way. RESIDENT is responsible to confirm whether accommodations are available prior to the start of the rotation.
2. RESIDENT is required to complete an evaluation of the teaching for all faculty members with whom they work at least once per academic year. The RESIDENT will receive the confidential and anonymous evaluation through the web-based residency management system.
3. RESIDENT will participate in didactic activities at the SITE or make arrangements with their program to participate in didactic activities at the UNIVERSITY via electronic method.
4. RESIDENT will follow all EDUCATIONAL SITE rules and regulations pertaining to the site of assignment.

D. MISCELLANEOUS

1. The parties hereby acknowledge that they are independent contractors, and neither the UNIVERSITY nor any of its agents, representatives, employees, or RESIDENTS shall be considered agents, representatives, or employees of EDUCATIONAL SITE. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto.
2. Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon any person, firm, or corporation other than the parties hereto and their respective successors or assigns, any remedy or claim under or by reason of this Agreement or any term, covenant, or condition hereof, as third party beneficiaries or otherwise, and all of the terms, covenants, and conditions hereof shall be for the sole and exclusive benefit of the parties hereto and their permitted successors and assigns.
3. Each person signing on behalf of the parties to this Agreement represents and warrants that he/she has full authority to execute the Agreement on behalf of such party and that the Agreement will constitute a legal and binding obligation.
4. This Agreement, including all attachments, contains the entire and complete understanding and agreement between the parties pertaining to the subject matter herein, and supersedes and cancels any and all prior agreements or understandings, whether oral or written, relating to the subject matter hereto. No other terms or conditions in the future shall be valid and binding on any party unless reduced to writing and executed by both parties.

IN WITNESS WHEREOF, the duly authorized officers of the parties hereto have executed this Agreement, effective as of the dates of the signature by both parties.

**JACKSONVILLE FIRE AND RESCUE DEPARTMENT
("EDUCATIONAL SITE")**

By: _____ Date
Donna Deegan
Mayor
City of Jacksonville

**THE UNIVERSITY OF FLORIDA BOARD OF
TRUSTEES, FOR THE BENEFIT OF THE COLLEGE
OF MEDICINE - JACKSONVILLE, UNIVERSITY OF
FLORIDA ("UNIVERSITY")**

By: Elisa Zenni 1/6/2025 | 11 0 M EST
Elisa A. Zenni, M.D. Date
Senior Associate Dean for Graduate Medical
Education, College of Medicine - Jacksonville
University of Florida

ACKNOWLEDGED FOR UNIVERSITY:

By: Todd Wylie 1/6/2025 | 11 11 M EST
Todd Wylie, M.D. Date
Program Director
Department of Pediatric Emergency Medicine
College of Medicine - Jacksonville
University of Florida

By: Andy Godwin 1/6/2025 | 3 12 PM EST
Andy Godwin, M.D. Date
Chairman
Department of Emergency Medicine
College of Medicine - Jacksonville
University of Florida

By: Andrew Schmidt 1/6/2025 | 4 43 PM EST
Andrew Schmidt, D.O. Date
Site Director and Preceptor
Department of Emergency Medicine
College of Medicine - Jacksonville
University of Florida

Form approved:

Office of General Counsel, City of Jacksonville