

**COLLABORATION AGREEMENT BETWEEN
ALACHUA COUNTY AND
SHANDS TEACHING HOSPITAL & CLINICS, INC.
REGARDING MOBILE STROKE UNIT SERVICES
ALACHUA COUNTY CONTRACT NO. _____**

THIS COLLABORATION AGREEMENT is made and entered into this _____ day of _____, 2023 by and between the ALACHUA COUNTY, a political subdivision and Charter County of the State of Florida, by and through its Board of County Commissioners (the "County"), and SHANDS TEACHING HOSPITAL & CLINICS, INC. d/b/a UF HEALTH, a not for profit corporation organized under the laws of the State of Florida ("UF Health"). Collectively hereinafter the County and UF Health are referred to as the "Parties".

WHEREAS, UF Health is launching the first Mobile Stroke Treatment Unit ("MSTU") program in the State of Florida in Alachua County, the purpose of which is to more rapidly diagnose and initiate treatment for patients suffering from a stroke by initiating care in the field prior to a patient's arrival at a Comprehensive Stroke Center; and

WHEREAS, the County, through its Alachua County Fire Rescue division ("ACFR"), currently provides high-quality first-responder advanced life support and basic life support and transport services throughout Alachua County; and

WHEREAS, the MSTU will be licensed as an advanced life support ambulance through the Florida Department of Health; and

WHEREAS, in furtherance of the MSTU program mission to provide high-quality care and improve outcomes for stroke patients in the community, the Parties wish to closely collaborate and leverage UF Health's expertise in providing high-quality stroke care and ACFR's expertise in providing high-quality advanced life support care and transport services.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree as follows:

Section 1. Objectives of the Mobile Stroke Unit Collaboration

The objectives of this collaboration are to improve patient care and clinical outcomes through rapid assessment, identification, and treatment of suspected stroke patients in pre-hospital settings; expedite specialized treatment for potential stroke patients; reduce communication obstacles; and improve real-time activity documentation and data tracking. These objectives will be accomplished, in part, by a collaboration of the Parties' which will promulgate protocols concerning the implementation of the MSTU, the clinical and operational protocols of the MSTU, data collection, sharing and research concerning stroke patients, all pursuant to and, in accordance with, the terms and conditions set forth herein.

Section 2. Operation of the MSTU in Conjunction with the Alachua County EMS System

The MSTU shall operate in the Alachua County area as a specialized treatment and transport apparatus, capable of providing rapid diagnosis of a stroke through advanced imaging and initiating stroke treatment in the pre-hospital setting prior to and during transport to a Comprehensive Stroke Center. The MSTU shall operate as a resource to existing ACFR first-responder and transport services. It is envisioned that in accordance with protocols to be developed between the Parties, both ACFR and the MSTU will be dispatched to a suspected stroke call, and the MSTU will assume care and transport of stroke patients, with ACFR assuming care and transport of all non-stroke patients. The Parties acknowledge and agree that it is envisioned that UF Health will, in the future, launch other MSTU programs in other counties in Florida. By nature of fact that these MSTUs will similarly operate as a resource to the local EMS system in those areas, the Parties agree that this Collaboration Agreement applies to the Alachua County MSTU program and not any future programs developed by UF Health in other counties. The parties have mutually developed a Mobile Stroke Unit Standard Operating Procedure. It is the intent of the parties that this Procedure be adaptable over time and may be amended through the joint agreement of the parties without the need for amending this agreement.

Section 3. Term and Termination

This agreement shall commence on June 1, 2023 and continue for a term of three (3) years, and shall automatically renew thereafter for successive terms of one (1) year each, unless earlier terminated. Either Party may terminate this Agreement at any time, without cause, upon two hundred and seventy (270) days prior written notice to the other Party.

Section 4. UF Health Responsibilities

UF Health shall be the owner and operator of the MSTU. As owner and operator of the MSTU, UF Health shall have ultimate responsibility for the operations of the MSTU and the costs associated with those operations, including, but not limited to:

1. Licensing the MSTU
2. Complying with all legal and regulatory requirements associated with operations of the MSTU
3. Ensuring appropriate medical direction for the care delivered to all stroke patients
4. Ensuring appropriate staffing the MSTU
5. Housing the MSTU at an appropriate location suitable for MSTU operations
6. Billing patients and third-party payors for all services provided by the MSTU
7. Ensuring proper maintenance and repairs of the MSTU
8. Providing all equipment and supplies necessary for the MSTU operations
9. Providing a neurologist via telemedicine to direct treatment of patients receiving MSTU services

Section 5. ACFR Responsibilities

ACFR shall be responsible for the following aspects of the MSTU program, all in accordance with protocols established by the Parties:

1. Integrating the MSTU into the county dispatch system to facilitate its arrival at the scene when a stroke alert is suspected while simultaneously dispatching an ACFR ambulance to the scene
2. Closely collaborating with MSTU personnel to determine whether ACFR or the MSTU will assume ultimate care of the patient and transport the patient to the most appropriate Comprehensive Stroke Center
3. Providing qualified employees to UF Health to provide services as part of the MSTU program through the Employee Lease attached hereto as Exhibit A (“Employee Lease”)
4. Ensuring appropriate medical direction for the care delivered to all non-stroke patients

Section 6. Mutual Responsibilities

The Parties acknowledge and agree that in order to provide the highest quality MSTU services to the community, the Parties will be required to closely collaborate on an ongoing basis regarding the operations of the MSTU including, but not limited to, transport protocols, clinical protocols, quality analysis, staffing requirements and financial performance. The Parties intend a collaborative approach to oversight of the operations of the MSTU, which will include regular review of all activities of the MSTU, including clinical performance and patient outcomes, with UF Health maintaining ultimate responsibility for the performance of the MSTU and the care provided to patients on the MSTU in accordance with UF Health’s existing quality improvement structure. It is the intention of the Parties that this Collaboration Agreement provide the overarching framework for the Parties’ collaboration; however, the Parties intend that as the MSTU operations develop over time, the Parties will be given flexibility outside of this Collaboration Agreement to define and refine the operational protocols impacting the day-to-day operations of the MSTU.

Section 7. Compensation to ACFR

A. It is the intention of the Parties that UF Health will reimburse ACFR for its costs in providing the personnel contemplated by this Collaboration Agreement. In consideration of ACFR providing such personnel, UF Health agrees to pay to ACFR the actual costs associated with ACFR providing such personnel, as set forth more fully in the Employee Lease.

B. ACFR shall invoice UF Health for all amounts due under this Collaboration Agreement on a quarterly basis. UF Health shall pay all invoices under this Collaboration Agreement within sixty (60) days of receipt. Invoice payments shall be sent to ACFR at the address designated on each invoice.

Section 8. Co-Branding

The MSTU shall be co-branded in a manner that reflects the participation of the collaborating Parties hereto. The Parties acknowledge and agree that the MSTU shall be branded in such a way

as to indicate that UF Health is the owner and operator of the MSTU and that ACFR is collaborating with UF Health in the operation of the MSTU program. As such, the Parties agree that the MSTU will be branded as a UF Health Mobile Stroke Unit Transport vehicle and will display the ACFR logo as mutually agreed by the Parties. Other co-branding opportunities or plans with respect to the collaboration described herein shall be mutually agreed upon by the Parties.

Section 9. Medical Billing

As the owner and operator of the MSTU, UF Health shall be solely responsible for all medical billing for patients treated and transported by the MSTU. Depending on a variety of factors, including a patient's clinical condition, location, and transport time, in certain cases ACFR may transport a patient to the hospital and in other cases the MSTU may transport a patient to the hospital. Given this, each Party retains the right to submit appropriate billing for the patients such Party transports to the hospital as permitted by applicable law, rule and/or regulation. Under no circumstances shall both Parties submit a bill for the same patient transport. The Parties shall comply with all applicable claims filing and billing rules & regulations, including Federal health care program payment and coverage rules and regulations.

Section 10. Modifications

This Agreement may be modified and amended by mutual agreement of the Parties; however, any modification shall only become effective upon incorporation of a written amendment to this Agreement, duly executed by both Parties. The Parties further agree to renegotiate this Agreement if federal and/or state revision of any applicable laws or regulations makes changes in this Agreement necessary.

Section 11. Notices

Except as otherwise expressly permitted herein, all notices required or permitted to be given hereunder shall be in writing and shall be deemed effective upon receipt by the Party to whom sent. Unless changed by written notice given by either Party to the other pursuant hereto, such notices shall be given to the Parties at the following addresses:

If to UF Health: Shands Teaching Hospital and Clinics, Inc.
Attention: Chief Operating Officer
1600 Southwest Archer Road
Gainesville, Florida 32608

With a copy to: UF Health Legal Services
PO Box 100303
Gainesville, Florida 32610
Attention: Chief Legal Officer

If to ACFR: Chief, Alachua County Fire and Rescue
P.O. Box 5038
Gainesville, FL 32627

With a copy to:

With a copy electronically sent to:
Clerk of Court, Attn Finance & Accounting
dmw@alachuaclerk.org

Section 12. Relationship of the Parties

For purposes of this Collaboration Agreement, the relationship of the Parties will be that of independent medical care providers. Nothing contained herein will be deemed to create any relationship of agency, joint venture or partnership. Unless expressly stated in a separate written agreement, neither Party hereto will have any power to commit, contract for or otherwise obligate a Party to the other Party or to any third person.

Section 13. Liability

A. Except as otherwise expressly provided herein or in the Employee Lease, neither Party hereby assumes any of the obligations, liabilities or debts of the other Party and shall not, by virtue of its performance hereunder, assume or become liable for any of such obligations, debts or liabilities of the other Party. Each Party acknowledges to the other responsibility for the negligent and wrongful acts and omissions of its respective officers, agents and employees which occur in the performance of the duties contemplated by this Agreement. Each Party shall be responsible for its negligent or wrongful acts or omissions and the negligent or wrongful acts or omissions of its employees provided that such acts or omissions are within the scope of their employment. Nothing contained herein shall be construed or interpreted as (1) denying either Party any remedy or defense available to such Party under the laws of the State of Florida; (2) the consent of either Party to be sued; or (3) a waiver of the sovereign immunity of either Party beyond the waiver provided by Florida Statutes.

B. This Agreement does not alter or modify in any way the requirement that litigation defense of any losses insured by the J. Hillis Miller Health Science Center Self-Insurance Program ("SIP") be directed and managed by the SIP.

Section 14. Insurance

A. Pursuant to Florida Statutes §1004.41, UF Health is a corporation primarily acting as an instrumentality of the State of Florida for the purposes of sovereign immunity under Florida Statutes § 768.28. Accordingly, UF Health 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 Florida Statutes §1004.24. Personnel and agents of UF Health are not individually subject to actions arising from their official functions. Any damages allocated against UF Health as prescribed by Florida Statutes §766.112, are not subject to reallocation under the doctrine of joint and several liability to codefendants of UF Health in professional liability actions. The sole remedy available to a claimant to collect damages allocated to Agency is as prescribed by Florida Statutes §768.28. 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. Should the Legislature change the amount recoverable under §768.28 the Parties agree that this contract shall reflect those changes without any further action by the Parties.

B. ACFR through the Alachua County Board of County Commissioners is insured through a combination of self insurance to the extent of the limitations contained in Sec. 768.28, Fla. Stat. Should these limits on recovery be increased by the Legislature, the County shall increase its insurance program to cover at least the amount set forth by the Legislature in the partial waiver of sovereign immunity.

Section 15. Compliance with Laws

This Collaboration Agreement is intended and should be interpreted to comply with all applicable laws, rules, and regulations as they may be amended from time to time, including, but not limited to, (a) the federal anti-kickback statute (42 U.S.C. § 1320a-7(b)) and the related safe harbor regulations, (b) the Limitation of Certain Physician Referrals, also referred to as the "Stark Law" (42 U.S.C. § 1395nn), and (c) applicable federal and state laws with respect to patient privacy. Accordingly, no part of any compensation paid hereunder is a prohibited payment or remuneration for the recommending or arranging for the referral of business or the ordering of items or services, nor is this arrangement intended to induce illegal referrals of business. In the event that (a) any applicable licensing, administrative, or governmental agency, authority, or office investigates, questions, or challenges any aspect of this arrangement or (b) one or more of the Parties has the reasonable belief that the Collaboration Agreement does not comply with the requirements of any such law or regulation as they may be applicable to this arrangement, then the Parties shall, in good faith, renegotiate or reform this Agreement, including its associated Exhibits as may be reasonable and necessary to comply with such requirements.

Section 16. Non-Waiver:

The failure of either Party to exercise any right shall not be considered a waiver of such right in the event of any further default or non-compliance.

Section 17. Severability:

If any provisions of this Agreement shall be declared illegal, void, or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.

Section 18. Entire Agreement:

This Agreement contains all the terms and conditions agreed upon by the Parties.

Section 19. Third Party Beneficiaries:

This Agreement does not create any relationship with, or any rights in favor of, any third party.

Section 20. Governing Law and Venue:

This Agreement is governed in accordance with the laws of the State of Florida. Venue is in Alachua County, Florida in a Court of Competent Jurisdiction.

Section 21. Construction:

This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by one of the Parties. It is recognized that both Parties have substantially contributed to the preparation of this Agreement.

Section 22. Non-Discrimination:

The Parties agree not to discriminate against any person on grounds of race, ethnicity, national origin, color, religion, age, disability, sex, pregnancy status, gender identity, sexual orientation, marital status, genetic information, political opinions or affiliations, veteran status, or other legally protected classes under the laws of the State of Florida or the federal government.

Section 23. Force Majeure:

Neither Party shall be liable for loss or damage suffered as a result of any delay or failure in performance under the Agreement due directly or indirectly from natural disasters, accidents, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, terrorism, pandemics or health crises, strikes, or labor disputes.

Section 24. Electronic Signatures.

The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. The County shall determine the means and methods by which electronic signatures may be used to execute this Agreement and shall provide the Contractor with instructions on how to use said method. Delivery of this Agreement or any other document contemplated hereby bearing an manually written or electronic signature by facsimile transmission (whether directly from one

facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in “portable document format” (“.pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

Section 25. Counterparts:

This Agreement may be executed in any number of and by the different Parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument. Receipt via fax or e-mail with pdf attachment by a Party or its designated legal counsel of an executed counterpart of this Contract shall constitute valid and sufficient delivery in order to complete execution and delivery of this Contract and bind the Parties to the terms hereof.

Section 26. Patient Privacy

The parties are both covered entities under the Federal Privacy law known as HIPAA and both acknowledge the requirements of that law on their ability to share information in accordance with the protections of that law. Additionally, the parties agree that they are bound by Sec. 401.30, Fla. Statute regarding Florida privacy protections related to ambulance transport. Otherwise, to the extent not protected under the law the parties acknowledge the requirements of the Florida Public Records law on the administration and governance of this collaborative agreement.

Section 27. Public Records

The parties acknowledge that ACFR is subject to the Florida Public Records law as that law may be modified by state and federal privacy laws. The parties agree to comply with the requirements of that law as it relates to ACFR’s responsibilities under that law.

WITNESS WHEREOF, the Parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

SHANDS TEACHING HOSPITAL AND CLINICS, INC.

By: _____

Print: _____

Title: _____

Date: _____

ALACHUA COUNTY

By: _____

Print: _____

Title: _____

Date: _____