

**EXHIBIT A**  
**LEASED EMPLOYEE AGREEMENT**

This Leased Employee Agreement (this “Agreement”) is made and entered into effective as of \_\_\_\_\_ (the “Effective Date”) by and between SHANDS TEACHING HOSPITAL AND CLINICS, INC. d/b/a UF HEALTH, (“UF Health”), and ALACHUA COUNTY, a political subdivision and Charter County of the State of Florida, by and through its Board of County Commissioners (the “County” or the “Employer”), with reference to the following facts:

**RECITALS**

WHEREAS, UF Health owns and operates a Mobile Stroke Treatment Unit program in Alachua County, Florida (the “MSTU”); and

WHEREAS, the Parties are community partners with a mutual interest in the success of the MSTU program and have entered into a Memorandum of Understanding with an effective date of June 1, 2023 defining their respective roles in relation to the MSTU program (the “MOU”); and

WHEREAS, the County employs individuals capable of providing services essential to the operation of the MSTU; and

WHEREAS, the Parties desire to enter into an agreement whereby the County will employ certain employees to staff the MSTU, and UF Health will lease such employees on the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

**AGREEMENTS**

1. **Lease of Employees.** For so long as this Agreement remains in effect, Employer agrees to lease to UF Health, and UF Health agrees to lease from Employer, employees in the job categories identified on Schedule 1 hereto (hereinafter “Leased Employees”). On and subject to the terms, conditions, covenants and agreements herein, for so long as this Agreement remains in effect, UF Health agrees to lease such Leased Employees for the sole purpose of providing services to the MSTU.

2. **Control of Leased Employees; Applicable Policies.**

(a) Employer shall be ultimately responsible for hiring, training, qualifying and credentialing the Leased Employees to perform the services for UF Health envisioned by this Agreement; however, Employer agrees that UF Health shall have input on hiring the Leased Employees.

(b) The Employer’s Human Resources Policies and Procedures relating to employee conduct, discipline and discharge, and layoff, as amended from time-to-time, shall apply to the Leased Employees while working for the MSTU. Employer agrees that its Human Resources Department shall assist UF Health, as needed, in interpreting and applying such policies

and procedures. Subject to the foregoing, UF Health shall supervise and control the general scope, manner and method of activities that the Leased Employees perform at or for the MSTU. Further, it is understood that, while working at or for the MSTU, UF Health shall have supervision over the performance of the services provided by the Leased Employees to the same extent UF Health would exercise such control if the Leased Employees were directly employed by UF Health and to the extent UF Health deems necessary to conduct its business, discharge its duties, and comply with applicable law.

(c) UF Health shall have the right to request that any Leased Employee be removed from providing services at or for the MSTU, and Employer agrees to immediately remove any such Leased Employee from the MSTU. Provided, however, that prior to requesting removal of a Leased Employee for a reason other than conduct constituting a serious violation, UF Health shall consult with Employer, and allow Employer a thirty (30) day period following such consultation to provide coaching and/or additional training to the Leased Employee.

(d) Nothing in this Agreement shall create an employment contract between any Leased Employee and Employer, or operate to change the nature of the employment relationship between any Leased Employee and Employer.

3. **Compliance.** With respect to work performed at or for the MSTU, UF Health shall be responsible for compliance with all workplace health and safety laws, regulations, ordinances, directives, and rules imposed by federal, state and local government agencies and the adherence to such laws, regulations, ordinances, directives and rules by the Leased Employees. Further, UF Health shall maintain records of all hours worked by the Leased Employees at or for the MSTU, and promptly shall transmit such records to Employer. Employer shall comply with all applicable federal, state and local laws, rules, regulations and ordinances applicable to the Leased Employees relating to wages, hours, taxes and other required withholdings from employee wages, and the procurement workers' compensation insurance. Both parties shall comply with all applicable federal, state and local laws and regulations governing labor and employment relations, and employment discrimination.

4. **Term of Agreement.**

(a) This Agreement shall continue in effect for as long as the MOU remains in effect between the parties.

(b) This Agreement shall automatically terminate upon termination of the MOU between the parties.

5. **Payroll.**

(a) All Leased Employees shall participate in and be compensated through the compensation and employee benefit programs established from time to time by Employer. Employer shall be solely responsible for all compensation and benefits for the Leased Employees and for the payment of all federal, state and local withholding taxes on the Leased Employee's compensation and other employment related taxes. UF Health shall not be responsible or liable for any compensation or employee benefits provided to the Leased Employees or any employment related withholdings or employment taxes related to the Leased Employees (except with respect

to UF Health's obligation to reimburse Employer for costs related to the Leased Employees as provided below).

(b) As consideration for Employer providing the Leased Employees to UF Health, UF Health shall pay to Employer the following amounts:

(i) \$480,000.00 annually for sufficient full-time equivalents to staff the MSTU during the agreed upon operating hours, and

(ii) The amount set forth above shall include all costs for insurance, benefits, workers compensation and other normal employment expenses incurred by similar employees of the employer,

6. **Liability.**

(a) Except as otherwise expressly provided herein, 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.

(c) Employer and UF Health are not joint or co-employers, and the provisions of this Agreement are not intended to, and shall not be construed, to cause Employer and UF Health to become joint employers. Notwithstanding, UF Health represents and warrants that, except as provided in the Agreement, during the term of this Agreement it shall not employ or contract with any of the Leased Employees. The parties' obligations under this sub-paragraph shall survive the expiration, termination or non-renewal of this Agreement.

(d) While the Leased Employees are under the control and authority of UF Health, UF Health shall be responsible for the negligent acts of the leased employees. The determination of whether or not the Leased Employees are under the control and authority of UF Health will be determined by the MSTU Standard Operating Procedures then in effect.

7. **Insurance.** 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.

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.

8. **Confidentiality.** Each party acknowledges that it and its personnel will acquire certain information and materials from the other party about its business, and that such information shall be the confidential and proprietary information of the disclosing party (“Confidential Information”). Confidential Information will not include, however, any information which is or becomes part of the public domain through no fault of the receiving party, that the disclosing party regularly gives to third parties without restriction on use or disclosure, or that the receiving party independently develops. Each party agrees to comply with applicable law with respect to maintaining the confidentiality of Confidential Information and to limit dissemination of Confidential Information to its personnel. Each party further agrees to take all commercially reasonable steps to ensure that personnel receiving Confidential Information shall maintain such information on a confidential basis, except as may be necessary and required to perform, evaluate and/or pay services provided under this Agreement. The obligations of the parties under this section shall survive the termination or expiration of this Agreement.

9. **Change in Law.** The parties recognize that this Agreement at all times is to be subject to applicable federal, state and local law, all public health and safety provisions of state law and regulations, and the rules and regulations of applicable state health regulatory agencies. The parties further recognize that this Agreement shall be subject to amendments in such laws and regulations and to new legislation such as a new federal or state economic stabilization program or health insurance program. Any provisions of law that (i) invalidate, or otherwise are inconsistent with, the terms of this Agreement, (ii) would cause one or both of the parties to be in violation of law, or (iii) would cause a material and adverse change in reimbursement, shall be deemed to have superseded the terms of this Agreement, provided, however, that the parties shall

exercise their best efforts to accommodate the terms and intent of this Agreement to the greatest extent possible consistent with the requirements of law. The parties agree to renegotiate this Agreement in good faith at such time as any provision hereof may be determined to contravene or be prohibited by law, with the aim of preserving to each party, to the extent practicable, the economic benefits hereof. If the parties are unable to renegotiate this Agreement within sixty (60) days after commencing negotiation, this Agreement may be terminated by either party upon thirty (30) days' written notice after the expiration of such sixty (60) day period.

10. **Representations of the Parties.** Each party represents and warrants to the other that (i) it has been duly organized and is validly existing under the laws of the state of its incorporation or registration, and (ii) it has all requisite power and authority to conduct its business as presently conducted and this Agreement constitutes a valid and binding obligation enforceable against it in accordance with terms of this Agreement.

11. **Books and Records.** During the term of this Agreement and for a period of four (4) years after the date of termination or expiration of this Agreement, Employer shall keep true and accurate records for each calendar month of all salary, wages, severance, benefits and other expenses with respect to the Leased Employees in such form and manner that the payments to Employer under Section 6 of this Agreement may be readily and accurately determined. UF Health shall have the right, at reasonable times during normal business hours, and upon reasonable notice, to examine such records of Employer for the purpose of verifying the payments owed to Employer under Section 6 of this Agreement. To the extent required under applicable law, Employer shall, until the expiration of four (4) years after the furnishing of services hereunder, make available upon request to the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, this Agreement and the books, documents and records of Employer that are necessary to verify the nature and extent of the costs relating to this Agreement. If Employer carries out the duties of this Agreement through a subcontract worth Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with any entity with which it is affiliated, the subcontract will also contain an access clause to permit access by the Secretary, Comptroller General, and their representatives to the affiliate's books and records. Employer's obligations under this Section 13 shall survive the termination or expiration of this Agreement.

12. **Fiscal Year Reconciliation.** Within the one hundred twenty (120) day period after the end of each fiscal year while this Agreement is in effect, and within one hundred twenty (120) days after termination (each a "Reconciliation Period"), the parties shall meet, discuss and reconcile any discrepancies in amounts paid or owed each other under this Agreement incurred during the previous fiscal year (or since the last Reconciliation Period if this Agreement has been terminated). If, by the end of the Reconciliation Period, neither party has identified in a writing sent to the other party any such discrepancies, or all such discrepancies so identified have been resolved to the mutual satisfaction of the parties expressed in writing, then the fiscal year (or other period) in question shall be considered fully reconciled and closed, such that neither party shall be permitted to make any additional claims as to any amounts due each other pursuant to this Agreement for said fiscal year (or other period) in question. Only those discrepancies that were both identified during the Reconciliation Period in question and unresolved shall continue as pending after said Reconciliation Period.

13. **HIPAA Compliance.** Employer shall cause the Leased Employees to comply with all applicable federal and state laws, regulations, rules and orders regarding the privacy and security of patient health information in connection with the services provided hereunder, including without limitation, the regulations promulgated under the Health Insurance Portability and Accountability Act (“HIPAA”). For purposes of compliance with HIPAA, the Leased Employees shall be considered members of the workforce of UF Health and Employer shall cause the Leased Employees to undergo training and orientation with respect to the HIPAA policies and procedures of UF Health. Employer acknowledges that it meets the definition of a “business associate,” and UF Health acknowledges that it meets the definition of a “covered entity” set forth in the regulations adopted pursuant to HIPAA, and that this Agreement is subject to the requirements for business associate agreements with covered entities which involve the use of individually identifiable health information (“Protected Health Information,” as that term is defined by HIPAA).

14. **Non-Discrimination.** Neither Employer nor UF Health will discriminate in providing services under this Agreement or in the selection, hiring, placement, or management of employees or independent contractors as proscribed by any applicable local, state or federal law.

15. **Non-Waiver.** No waiver by either party of any failure of the other party to keep or perform any provision, covenant or condition of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision, covenant or condition. All rights and remedies herein granted or referred to are cumulative. If any party resorts to any one remedy, it shall not be precluded from resorting to any other right or remedy provided by law or in equity.

16. **Assignment.** Except as specifically provided in this Section, neither party shall have the right to assign its rights or delegate its duties hereunder to any unrelated organization unless it first obtains the written consent of the other party. All of the terms, provisions, covenants, conditions and obligations of this Agreement shall be binding on and inure to the benefit of the successors and assigns of the parties hereto.

17. **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 Employer:** Chief, Alachua County Fire & Rescue  
P.O. Box 5038  
Gainesville, FL 32627

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

18. **Entire Agreement.** This Agreement, together with the MOU between the Parties effective June 1, 2023, constitute the entire agreement among the parties with respect to the employment of the Leased Employees and supersede any and all prior agreements, either oral or written, between the parties with respect thereto. Any and all prior agreements, either oral or written, between the parties with respect to the employment of the Leased Employees are null and void. This Agreement cannot be modified or amended except by another written agreement of the parties.

19. **Enforceability.** This Agreement shall be governed by and construed in accordance with Florida law, without regard to conflicts of law principles. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable by any court of competent jurisdiction, the remaining provisions hereof shall not be affected thereby. The parties hereto expressly agree that the venue of all disputes, claims, and lawsuits arising hereunder shall lie in Alachua County, Florida.

20. **Execution.** Separate copies of this Agreement may be signed by the parties hereto, with the same effect as though all parties had signed the same copy of this Agreement. Signatures transmitted by facsimile or via other electronic transmission system shall be accepted as original signatures.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Leased Employee Agreement as of the Effective Date set forth above.

**SHANDS TEACHING HOSPITAL AND  
CLINICS, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ALACHUA COUNTY**

**By:**

By: \_\_\_\_\_  
Name: Anna Prizzia  
Title Chair, Board of County Commissioners



**SCHEDULE 1  
LEASED EMPLOYEES**

<b>Personnel</b>	<b>Staffing factor to cover all shifts</b>
EMS Attendant	X 2
EMT Driver	X 2
Captain of EMS	X1