

RESOLUTION NO. 2018-288

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, CONDITIONS, AND REQUIREMENTS OF AN AGREEMENT BETWEEN ST. JOHNS COUNTY AND MAYO CLINIC JACKSONVILLE FOR THE PROVISION OF EMERGENCY VASCULAR NEUROLOGY TELEMEDICINE CONSULTATIVE SERVICES AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE AGREEMENT ON BEHALF OF ST. JOHNS COUNTY

WHEREAS, Mayo Clinic Jacksonville (Mayo) operates a telemedicine program that provides emergency vascular neurology telemedicine consultative services for adult acute stroke patients who receive ambulance transport services and show acute stroke symptoms while en route to a Mayo emergency department for emergency medical care; and

WHEREAS, St. Johns County Fire Rescue operates an ambulance service and has determined that Mayo's emergency vascular neurology telemedicine services would advance the diagnosis, treatment, and care of its adult acute stroke patients; and

WHEREAS, St. Johns County and Mayo desire to enter into an agreement for the provision of emergency vascular neurology telemedicine consultative services for adult acute stroke patients in connection with St. Johns County Fire Rescue's ambulance service; and

WHEREAS, entering into an agreement for emergency vascular neurology telemedicine consultative services for adult acute stroke patients will serve a public purpose.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY:

Section 1. The above recitals are hereby incorporated into the body of this resolution and are adopted as findings of fact.

Section 2. The Board of County Commissioners approves the terms, provisions, conditions, and requirements of the attached agreement between St. Johns County and Mayo Clinic Jacksonville and authorizes the County Administrator to execute the agreement on behalf of St. Johns County substantially in the same form as attached.

Section 3. If there are typographical or administrative errors or omissions that do not change the tone, tenor, or context of this resolution, this resolution may be revised without subsequent approval of the Board of County Commissioners.

Section 4. This resolution shall be effective upon adoption by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 4 day of September, 2018.

BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA

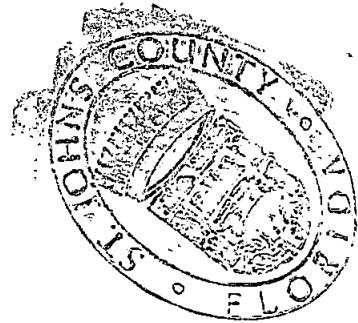
Attest: Hunter S. Conrad, Clerk

Pam Halterman
Deputy Clerk

By:

Henry Dean
Henry Dean, Chair

RENDITION DATE 9/6/18



**AGREEMENT FOR PRE-HOSPITAL TELESTROKE SERVICES
BETWEEN
ST. JOHNS COUNTY FIRE RESCUE
AND
MAYO CLINIC JACKSONVILLE**

THIS AGREEMENT is effective the first day of August, 2018 (hereinafter referred to as "**Effective Date**"), by and between St. Johns County, a political subdivision of the state of Florida, ("**SJCFR**" or "**the County**"), and Mayo Clinic Jacksonville, a Florida nonprofit corporation ("**Mayo**").

WHEREAS, Mayo operates a telemedicine program that provides emergency vascular neurology telemedicine consultative services for adult acute stroke patients who receive ambulance transport services and show acute stroke symptoms while in route to a Mayo emergency department for emergency medical care.

WHEREAS, SJCFR operates an ambulance service in Florida and has determined that Mayo's emergency vascular neurology telemedicine services would advance the diagnosis, treatment, and care of its adult acute stroke patients; and

WHEREAS, Mayo is desirous of providing such telemedicine services described in this Agreement and SJCFR is desirous of contracting with Mayo for such telemedicine services.

NOW, THEREFORE, in consideration of the mutual covenants and provisions of this Agreement, it is understood and agreed by and between the parties hereto as follows:

1. Telestroke Services. Mayo agrees to provide and SJCFR agrees to engage Mayo for the provision and performance of the telemedicine services as described herein under the terms and conditions of this Agreement and more specifically described in Exhibit A, Mayo Clinic Telestroke Services Alert Protocol, attached hereto and incorporated herein. Mayo, through its qualified employed neurologists ("**Neurologist(s)**") in accordance with Mayo Clinic Telestroke Services Alert Protocol upon request by SJCFR emergency medicine technicians or other licensed or certified health care professionals ("**providers**"), shall provide emergency vascular neurology telemedicine consultative services for adult patients who receive SJCFR's ambulance transport services and are in route to a Mayo emergency department for emergency medical care. Neurologists shall be available on a twenty-four hour, seven days a week basis for telephonic neurological consultations with immediate real-time audio-visual consultations with SJCFR ambulance service providers to review neuroimaging, diagnosis and treatment recommendations via a dedicated network/system (hereinafter the services shall be collectively referred to as "**Telestroke Services**"). At all times, when performing Telestroke Services, Neurologists will be working in consultation with a provider licensed or certified in the state where the patient is located and that provider shall act according to the applicable scope of practice and under the direction of the Neurologists.

2. Neurologists Providing Telestroke Services. Neurologists providing Telestroke Services shall comply with the standards of care, skill, and diligence customarily used by similar physicians in the community. Neurologists shall: (a) maintain licenses to practice medicine in the State of Florida and shall experience no revocation, corrective action, suspension, or other disciplinary action or sanction with respect to each such license; (b) be a member in good standing of Mayo medical staffs, with all clinical privileges that are necessary in order to furnish Telestroke Services hereunder, and experience no limitation in medical staff privileges by sanction, discipline or any other action; (c) be board certified or

board eligible in neurology; and (d) at all times, when performing Telestroke Services, Neurologists will be working in consultation with a provider licensed or certified in the state where the patient is located, and that provider shall act according to the applicable scope of practice and under the direction of the Neurologists.

3. Responsibilities and Obligations.

3.1 Licensure. SJCFR shall ensure throughout the term of this Agreement that SJCFR providers maintain all necessary federal, state, and local licenses and certifications.

3.2 Patient Care Responsibilities. SJCFR and its providers shall conduct a physical exam of its patients for all diagnoses, treatment; and care provided to patients of SJCFR who receive Telestroke Services. SJCFR and its providers shall abide by the Telestroke Services protocols established by Mayo, as amended from time to time. SJCFR is responsible for obtaining the necessary consents and authorizations which shall be included in the SJCFR's patient's permanent medical record.

3.3 Technical Requirements. To ensure the technical proficiency, performance and reliability of Telestroke Services, the parties have agreed to use InTouch Health technology solution subject to the terms and conditions set forth below. The InTouch technology solution includes the following: InTouch endpoint(s), audio/video software, PACS image viewer, cellular network equipment, cellular network access, and a hosted network which includes performance monitoring software and technical support (hereinafter collectively referred to as "**Mayo-Supported Emergency Telemedicine Product**"). Mayo, in partnership with InTouch Health, shall provide appropriate initial training to SJCFR for the InTouch Health technology solution at no cost to SJCFR. As part of the initial training, Mayo shall train one SJCFR representative as a "super user" who shall be responsible for training any SJCFR employee who is not able to attend the initial training. If SJCFR requests any additional training, such training shall be provided by InTouch Health, and SJCFR agrees to cover the costs associated with such additional training.

SJCFR agrees:

- a) to use Mayo-Supported Emergency Telemedicine Product solely and exclusively for Telestroke Services;
- b) to operate Mayo-Supported Emergency Telemedicine Product in accordance with Mayo Clinic and InTouch's specifications;
- c) to follow scheduled and unscheduled maintenance and planned and unplanned outage communications plans provided by Mayo from time to time and identified in **Exhibit B**, attached hereto and incorporated herein;
- d) to notify Mayo when decommissioning an emergency service vehicle installed with the Mayo-Supported Emergency Telemedicine Product and cover the costs for re-installation of the Mayo-Supported Emergency Telemedicine Product into a new emergency service vehicle;
- e) to provide Mayo with the current contact information for third party contractors used for support and maintenance of SJCFR's network. Upon any change to the third party contractors, SJCFR shall provide Mayo with 30 days' written notice of such change;
- f) to maintain property damage and liability insurance against any loss or damage to

the Mayo-Supported Emergency Telemedicine Product including, without limitation, loss by fire, theft, collision and such other risks of loss as are customarily insured against on the type of equipment leased and in such amounts, in such form and with such insurers as shall be satisfactory to Mayo; and

g) upon termination of the Agreement for any reason, to allow Mayo, through InTouch Health, to remove Mayo-Supported Emergency Telemedicine Product to Mayo in good operating condition.

4. Billing and Compensation to Mayo for Telestroke Services. Unless otherwise agreed in writing by the parties, as between the parties, Mayo shall have the exclusive right to bill and collect from patients and third parties for Telestroke Services provided pursuant to this Agreement and SJCFR shall not bill or collect from patients or third parties for Telestroke Services provided under this Agreement. In the event the parties subsequently mutually agree in writing, SJCFR may have the right to bill and collect on behalf of its Neurologists for the professional component of Telestroke Services, and Mayo shall not bill patients or third party payors such professional services for such Telestroke Services. The parties shall comply with all billing laws, regulations, instructions, interpretative guidelines and requirements established by governmental and commercial payors. SJCFR represents and warrants that it has established a compliance program that addresses specifically without limitation those areas identified by the Office of Inspector General ("OIG") and/or the Centers for Medicare and Medicaid Services ("CMS") in their annual work plans. During the term of this Agreement, SJCFR agrees to make available to Mayo, upon written request, any documents, records, papers, reports, or books related to SJCFR billing or collection activities of Mayo's services under this Agreement. In addition, SJCFR agrees to permit representatives of Mayo the opportunity to review at any reasonable time during normal business hours and at mutually convenient times SJCFR's billing policies, procedures and practices to confirm that SJCFR's billing is being conducted in conformance with applicable laws, regulations, instructions, interpretative guidelines and requirements. Subject to, and within the limitations set forth in, Section 768.28, Florida Statutes, SJCFR shall hold Mayo and its Neurologists harmless and indemnify Mayo and its Neurologists from any claim of any kind relating to SJCFR's or its agents' improper or incorrect billing and collection of fees for Telestroke Services. The foregoing indemnity shall not be construed as consent to be sued or as a waiver of SJCFR's sovereign immunity.

5. Recordkeeping and Confidentiality of Medical Information. Both parties shall abide by all applicable federal, state, and local laws, rules, regulations, and standards with respect to clinical recordkeeping and maintaining the confidentiality of medical records and the handling, storage, transmission and release of patient information, including but not limited to the Health Insurance Portability and Accountability Act and the regulations thereunder ("HIPAA"). The parties acknowledge that they are each acting as an independent health care provider under this Agreement and not as a business associate. In the event a party becomes aware of any use or disclosure of protected health information, including any breach of unsecured protected health information, it shall notify the other party of said use or disclosure as required by applicable law. The parties agree to comply with HIPAA requirements and to execute any necessary agreements for the Telestroke Services provided by either of them on behalf of the other. The terms of this Section shall survive the termination, expiration, non-renewal, or rescission of this Agreement. Upon request, each party shall provide the other party with copies of and reasonable access to any medical records created in connection with the Telestroke Services rendered pursuant to this Agreement.

6. Risk Management and Quality Assurance. Mayo, Neurologists, and SJCFR and its providers shall cooperate with each other's risk management and quality assurance programs to ensure compliance with regulatory, accreditation, and insurance requirements, including matters concerning the

transmission of images, data and reports. Mayo and SJCFR and its providers shall promptly notify the other of any knowledge regarding any occurrence which may result in a claim of any nature whatsoever against either of them and shall cooperate with each other whenever any third party claim is filed against either of them with respect to Telestroke Services rendered by Mayo pursuant to this Agreement. Upon request by either party, the other party shall promptly provide the requesting party with copies of all medical records, data, reports, billing records, documents and records relating to a potential third party claim of any nature. The parties maintain relevant records, data and reports and shall prospectively review and monitor the quality, efficiencies and effectiveness of the Telestroke Services provided under this Agreement.

7. Change in Status. Mayo and SJCFR shall promptly notify the other in writing of any or all of the following: (a) any suspension, revocation, condition, limitation, or other restriction of or against any of its respective licenses, certifications, accreditations, or permits; (b) any change in its ownership; (c) any legal or governmental action initiated against Mayo, Neurologists, SJCFR and/or its physicians or other providers that would materially affect this Agreement; and (d) any other event that would materially impair the ability of either party to carry out its duties and obligations under this Agreement.

8. Confidentiality of Proprietary Information.

8.1 Mayo and SJCFR each acknowledge and agree that in the course of performance under this Agreement, it may have access to certain information proprietary to the other party, including but not limited to, trade secrets, policies, procedures, operating manuals, utilization and quality assurance programs, software, marketing techniques, contractual arrangements, patient names, patient lists, price lists, pricing policies, and financial information (collectively, "**Proprietary Information**"). Mayo and SJCFR shall maintain the confidentiality of such Proprietary Information and shall not divulge such information to any third parties, except as otherwise provided for under this Agreement and under law. Mayo and SJCFR shall take reasonable precautions against disclosure of any of the other party's Proprietary Information to unauthorized persons by any of its officers, directors, employees, or agents. Mayo acknowledges that SJCFR is a public entity that is subject to Florida's Public Records Law. Nothing in this Agreement shall prevent SJCFR from providing responsive records to a public records request if provision of such records is required by law. Mayo acknowledges that to the extent that it provides SJCFR with any record that contains Proprietary Information, such record must be labelled as containing Proprietary Information at the time it is provided to SJCFR in order to be exempt from production in the event of a public records request. Upon termination of this Agreement for any reason, and subject to the retention requirements in Florida's public records law, Mayo and SJCFR shall cease all use of any of the other party's Proprietary Information and shall destroy or return to the other party any copies thereof.

8.2 Exceptions. This Section 8 shall not apply to information which is public knowledge or that becomes a matter of public knowledge after the Effective Date, other than as a result of an unauthorized disclosure by either party, or which was made a matter of public knowledge by a person or entity who had no obligation of confidentiality to either party.

9. Independent Contractor. In the performance of Telestroke Services pursuant to this Agreement, it is mutually understood and agreed that Mayo shall be at all times acting and performing as an independent contractor. Nothing in this Agreement is intended to create an employer/employee relationship or a joint venture relationship between the parties or between individuals providing services on behalf of Mayo and SJCFR. Nothing in this Agreement is intended to allow SJCFR to exercise control or direction over the manner or method by which Mayo and the individuals providing services on behalf

of Mayo, perform the Telestroke Services which are the subject matter of this Agreement. Mayo reserves to itself the right to designate the hours, duties and work assignments, sequence of performance and work locations of Neurologists and other individuals who are performing or assisting with Telestroke Services pursuant to this Agreement. SJCFR shall have no right of approval over the selection of such individuals so long as they possess the qualifications required under this Agreement. Notwithstanding the foregoing, Mayo may consider any request from SJCFR to exclude a particular individual from providing services under this Agreement, to the extent SJCFR provides Mayo with documented support reasonably justifying such request.

10. No Referral Requirement. Nothing in this Agreement shall be construed to require SJCFR or Mayo to make referrals of patients to one another. No payment is made under this Agreement in return for the referral of patients or in return for the ordering, purchasing or leasing of products or services from either party.

11. Insurance Coverages.

11.1 Throughout the term of this Agreement, SJCFR shall maintain, at its own expense, on behalf of itself comprehensive general liability insurance (or comparable coverages under a program(s) of self-insurance which is approved in writing by Mayo) providing continuous coverage on a "claims-made" or "occurrence basis" with respective limits of no less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate. If the insurance coverage is "claims-made" rather than "occurrence-based," such coverage must include extended reporting endorsement ("tail coverage") for as long as the appropriate statute of limitations. In addition, throughout the term of this Agreement, SJCFR shall ensure that its professional employees and contractors maintain comprehensive general liability insurance providing continuous coverage on a "claims-made" or "occurrence basis" with respective limits of no less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate. If the insurance coverage is "claims-made" rather than "occurrence-based," such coverage must include extended reporting endorsement ("tail coverage") for as long as the appropriate statute of limitations. Upon request, SJCFR shall provide to Mayo a certificate of insurance evidencing the above-stated coverages upon execution of this Agreement and promptly following any modification of coverage.

11.2 Throughout the term of this Agreement, Mayo shall maintain comprehensive general liability coverage under a program(s) of self-insurance providing continuous coverage on a "claims-made" or "occurrence basis" with minimum limits of \$5,000,000 per occurrence, \$15,000,000 aggregate, to protect Mayo from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement, whether such operations be by Mayo or by anyone directly employed by or contracting with Mayo. If the insurance coverage is "claims-made" rather than "occurrence-based," such coverage must include extended reporting endorsement ("tail coverage") for as long as the appropriate statute of limitations.

Mayo shall maintain during the life of this Agreement, professional liability or errors and omissions coverage under a program(s) of self-insurance providing continuous coverage on a "claims-made" or "occurrence basis" with minimum limits of \$5,000,000 per occurrence and \$15,000,000 in the aggregate. If the insurance coverage is "claims-made" rather than "occurrence-based," such coverage must include extended reporting endorsement ("tail coverage") for as long as the appropriate statute of limitations.

Mayo shall maintain during the life of this Agreement, adequate Workers' Compensation Insurance in at

least such amounts as required by Florida law.

In the event of unusual circumstances and upon mutual written agreement of the parties, the County Administrator or his designee may adjust these insurance requirements.

11.3 Mayo shall not commence work under this Agreement until it has obtained all insurance required under this section and such insurance has been approved by the County. All insurance coverage shall be issued by companies authorized to do business under the laws of the state of Florida. Mayo shall furnish proof of insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate that Mayo has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically include the County as Additional Insured for all lines of coverage except Worker's Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve Mayo of its liability and obligations under this Agreement.

Certificate Holder Address: St. Johns County, a political subdivision of the state of Florida
500 San Sebastian View
St. Augustine, FL 32084

11.4 Each party shall notify the other in writing if any claims are made against the party or any provider relating to Teletstroke Services.

12. Indemnification. In addition to the indemnification provisions in Sections 4 and 8.1, each party (the "**Indemnifying Party**") shall indemnify, hold harmless and defend the other (the "**Indemnified Party**"), from and against any third party claim and any and all loss, cost, liability or expense of a third party claim (including costs and reasonable fees of attorneys and other professionals) which the Indemnified Party suffers resulting from such third party claim that are directly attributable to the Indemnifying Party's negligence or willful misconduct. The Indemnified Party shall notify the Indemnifying Party of any third party claim made against it within ten (10) days of knowledge of the claim if the Indemnified Party intends to seek indemnity with respect to such claim under this paragraph. The Indemnifying Party shall have the right to undertake, conduct and control, through counsel of its own choosing, the defense and settlement of any such claim. The Indemnified Party shall have the right to be represented by counsel of its own choosing, but at its own expense. So long as the Indemnifying Party is contesting any such claim in good faith, the Indemnified Party shall not pay or settle such claim. The Indemnified Party shall provide reasonable assistance to the Indemnifying Party in the defense of such claim or action at the Indemnifying Party's request and reasonable expense. Neither party shall be liable to the other for any special, indirect, consequential, exemplary, incidental or punitive damages, including any lost profits or loss of business, or loss of goodwill, arising out of or relating to this Agreement or its subject matter, however, caused and on any theory of liability (including negligence) even if such party has been advised of the possibility of such damages or loss. This limitation of liability shall not apply to the indemnification obligations of either party. With respect to the County, the foregoing indemnification shall be subject to, and within the limitations set forth in, Section 768.28, Florida Statutes, and shall not be construed as consent to be sued or as a waiver of the County's sovereign immunity.

13. Term. Subject to the termination provisions set forth in Section 14 below, the term of this Agreement shall begin on the Effective Date written above and shall continue for an initial term of three (3) years ("Initial Term"). Upon the expiration of the Initial Term and upon each anniversary thereafter, this Agreement may be renewed on the same terms and conditions upon mutual agreement of both parties for additional renewal terms of one (1) year each ("Renewal Terms"). Either party may request renewal of this Agreement in writing no less than ninety (90) days prior to the expiration of the Initial Term or any Renewal Term. If the renewal request is acceptable to the other party, then such party shall approve the renewal request in writing. While this Agreement may be renewed as provided in this section, it is expressly noted that the County is under no obligation to renew this Agreement.

14. Termination. This Agreement may be terminated only as set forth below. Notwithstanding the termination of this Agreement, any liability or obligation of either party which may have accrued prior to such termination shall continue in full force and effect, including but not limited to insurance obligations.

14.1 By Agreement. SJCFR and Mayo may terminate by mutual written agreement.

14.2 Without Cause. Either party may terminate this Agreement by providing ninety (90) days' prior written notice to the other party.

14.3 With Cause. Either party may terminate this Agreement due to the other party's material breach of this Agreement, by providing written notice to the other party at least ninety (90) days in advance of the date of termination, stating the specific alleged breach and the specific corrective action that is requested. The party sending the notice shall allow the other party the opportunity to cure the breach giving rise to the termination during said ninety (90) day period, and such cure, if completed during such period, shall render the notice of termination for the cause therein stated null and void.

14.4 Immediate Termination. Notwithstanding the foregoing Section 14.3, either party shall have the right to terminate this Agreement immediately in the event either party loses any license required in connection with services under this Agreement.

14.5 Change in Ownership or Control. Either party shall have the right upon ninety (90) days written notice to the other party, to terminate this Agreement in the event the non-terminating party has a change of ownership or control and the new entity in control of the non-terminating party is not acceptable to the terminating party.

14.6 Notices of Termination. All notices of termination sent by either party to the other shall set forth the basis and reasons therefore, and shall refer to the provision of this Section 14 or any other applicable provision of this Agreement upon which the notice is based.

15. Workers' Compensation Insurance. Each party shall obtain and maintain during the term of this Agreement, at its sole cost and expense, workers' compensation insurance for its employees providing services pursuant to this Agreement, which complies with the laws of their state.

16. Government Access to Records. In the event that the Secretary of Health and Human Services or the Comptroller General of the United States or their representatives determine that this Agreement is a contract described in Section 1861(v)(1)(I) of the Social Security Act, Mayo agrees that until the expiration of four (4) years after the furnishing of services pursuant to this Agreement, Mayo shall make available, upon written request, to SJCFR or the Secretary of Health and Human Services, or

upon request of the Comptroller General of the United States, or any of their duly authorized representatives, this Agreement, and books, documents and records of Mayo that are necessary to certify the nature and extent of costs paid by SJCFR pursuant to this Agreement. If Mayo carries out any of the duties of this Agreement through a subcontract with a value or cost of \$10,000 or more over a twelve (12) month period with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to SJCFR or the Secretary of Health and Human Services, or upon request to the Comptroller General of the United States, or any of their duly authorized representatives, the subcontract, and books, documents and records of such organization that are necessary to verify the nature and extent of such costs. Nothing in this Section shall be deemed to authorize Mayo to subcontract any of its responsibilities under this Agreement without SJCFR's prior written consent.

17. Public Records.

17.1 The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. It is specifically understood that access to Protected Health Information as defined in HIPAA is controlled by, and subject to, the provisions of HIPAA. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

17.2 In accordance with Florida law, to the extent that Mayo's performance under this Agreement constitutes an act on behalf of the County, Mayo shall comply with all requirements of Florida's public records law. Specifically, if Mayo is expressly authorized, and acts on behalf of the County under this Agreement, Mayo shall:

(1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;

(2) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and following completion of this Agreement if Mayo does not transfer the records to the County; and

(4) Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of Mayo or keep and maintain public records required by the County to perform the Services.

If Mayo transfers all public records to the County upon completion of this Agreement, Mayo shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Mayo keeps and maintains public records upon completion of this Agreement, Mayo shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

Failure by Mayo to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the County.

IF MAYO HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**500 San Sebastian View
St. Augustine, FL 32084
(904) 209-0805
publicrecords@sjcfl.us**

18. Notice. Any notice required to be given pursuant to the provisions of this Agreement shall be in writing and shall be sent by certified mail to the parties at their respective business addresses indicated herein:

SJCFR
Stephanie Whaley
Deputy Chief
St. Johns County Fire Rescue
3657 Gaines Road
St. Augustine, FL 32084

With a copy to:
Office of the County Attorney
500 San Sebastian View
St. Augustine, FL 32084

Mayo:
Mayo Clinic Jacksonville
4500 San Pablo Road
Jacksonville, FL 32224
Attn: Operations Administrator: Department of Neurology

With a copy to:
Legal Department, Contract Specialty Team
Mayo Clinic
200 First Street SW
Rochester, MN 55905

19. Assignment. Neither party may assign their obligations or rights pursuant to this Agreement without the prior written consent of the other.

20. Invalidity. The parties hereto have negotiated and prepared the terms of this Agreement in good faith with the intent that each and every one of the terms, covenants and conditions herein be binding upon and inure to the benefit of the respective parties. Accordingly, if any one or more of the terms, provisions, promises, covenants or conditions of this Agreement or the application thereof to any person or circumstance shall be adjudged to any extent invalid, unenforceable, void or voidable for any reason whatsoever by a court for competent jurisdiction, such provision shall be as narrowly construed as possible, and each and all of the remaining terms, provisions, promises, covenants and conditions of this Agreement or their application to other persons or circumstances shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law. To the extent this Agreement is in violation of applicable law, then the parties agree to negotiate in good faith to amend the Agreement, to the extent possible consistent with its purposes, to conform to law.

21. Governing Law. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Florida. Venue for any legal or administrative action arising under this Agreement shall lie exclusively in St. Johns County, Florida.

22. Compliance with Applicable Laws. Both parties shall comply with all applicable federal, state, and local laws, rules, regulations, orders, and policies in their performance under this Agreement.

23. Force Majeure. Notwithstanding any other provision of this Agreement, neither party shall be held to be in non-compliance with this Agreement, or suffer any enforcement or penalty relating to this Agreement, where such non-compliance occurs as the result of a force majeure event. For the purposes of this section, a force majeure event is defined as an event beyond the control and without the fault or negligence of the affected party which could not have been prevented through the exercise of reasonable diligence, including natural disaster (including hurricane, flood, or other acts of nature), strike, riot, war, terrorism or threat of terrorism, or other event that is reasonably beyond either party's ability to anticipate or control. When there is an event of force majeure, the affected party shall immediately notify the other party in writing giving the full particulars of the event of force majeure. The affected party must use reasonable efforts to mitigate the effect of the event of force majeure upon its performance under this agreement. Upon completion of the event of force majeure, the affected party shall resume its performance under this Agreement as soon as reasonably practicable.

24. Entire Agreement and Modifications to Agreement. This Agreement (which includes all exhibits and addenda) constitutes the entire agreement of the parties. Further, this Agreement supersedes all prior negotiations, oral understandings, resolutions and statements of intent. This Agreement cannot be changed, modified, altered, terminated or discharged in any manner except by an instrument in writing, signed on or subsequent to the date hereof by the party or parties against whom enforcement of the change, modification, alteration, termination or discharge is sought including without limitation the provisions of this Section.

25. Authority to Execute Agreement. Each of the parties hereto represents and warrants that it has the authority to execute this Agreement, and that the execution has been authorized by resolution of its governing body and adopted in accordance with its articles of incorporation and bylaws.

26. Limited Enforcement. This Agreement is intended solely for the benefit of the parties hereto, and there is no intention, express or otherwise, to create rights or interest for any third party, including any patient, parent, guardian or personal representative of any patient, or any other party or persons other than SJCFR and Mayo.

27. Waiver of Breach. The waiver by any party hereto of any breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent or other breach of the same or any other provision of this Agreement by the other party.

28. Use of Name. Except as specifically permitted in this Agreement, neither party shall use the names or trademarks of the other party or of any of the other party's affiliated entities in any advertising, publicity, endorsement, or promotion unless the other party has provided prior written consent for the particular use contemplated. Pursuant to, and consistent with, St. Johns County Ordinance 1992-2 and County Administrative Policy 101.3, Mayo may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal/Logo without the express written approval of the Board of County Commissioners. All requests for approval related to Mayo pursuant to this Section must be submitted to the Mayo Public Affairs Business Relations Group, at the following E-mail address: BusinessRelations@mayo.edu at least ten (10) business days prior to the date on which a response is needed. The terms of this Section survive the termination, expiration, non-renewal, or rescission of this Agreement.

29. Excluded Provider. None of SJCFR, Mayo or its Neurologists performing Telestroke Services under this Agreement have been debarred, suspended, declared ineligible or excluded from Medicare/Medicaid or any other federal or state healthcare program. Each party shall promptly notify the other party of any limitation or governmental action initiated against it that would materially affect this Agreement.

30. Change of Laws. If any legislation, regulation or government policy is passed or adopted or if these laws, regulations or policies are interpreted in a manner that would materially affect any party's participation in or implementation of this Agreement as written, the party raising such concern shall provide notice of such law, regulation, policy or provision to the other parties, and the parties agree to negotiate in good faith within thirty (30) days to modify the terms of this Agreement to comply with the applicable law, regulation or policy. If the parties cannot agree upon the necessary modification, any party may terminate this Agreement on thirty (30) days advance written notice. Further, if at any time before the expiration of this Agreement, any federal, state or local regulatory body, including but not limited to the Centers for Medicare and Medicaid Services or the Department of Health and Human Services determines that this Agreement is illegal, or otherwise materially affects Institution's activities or business, the governing body for the party may, in its sole discretion, terminate this Agreement with such notice as it deems appropriate.

31. Non-Solicitation. During the Term and for one (1) year after termination or expiration of this Agreement, SJCFR shall not, directly or indirectly, solicit employment or contract arrangement any physician or other employee of Mayo who has provided services to SJCFR pursuant to this Agreement, or otherwise interfere with any such business relationships of Mayo. SJCFR acknowledges and agrees that the restrictions set forth in this Section are reasonable in scope, essential to the protection of Mayo's legitimate business interests, and may be enforced independently of and are severable from the remainder of this Agreement. SJCFR acknowledges and agrees that the ascertainment of damages in the event of a breach of this Section would be difficult if not impossible; and, therefore, Mayo, in addition to and without limiting any other remedy it may have, shall have the right to an injunction issued by a court of competent jurisdiction enjoining any such breach. If any court of competent jurisdiction should declare any provision of this Section unenforceable, SJCFR acknowledges and agrees that such court shall have the express authority to reform such provision to provide for reasonable restrictions and/or to grant Mayo such other relief at law or in equity as may be reasonably necessary to protect its interests. The existence of any claim or cause of action of SJCFR against Mayo, whether predicated on this Agreement or

otherwise, shall not constitute a defense to the enforcement by Mayo of this Section.

32. Counterparts. This Agreement may be executed in any number of counterparts, which, when taken together, will constitute one original, and photocopy, facsimile, electronic or other copies shall have the same effect for all purposes as an ink-signed original.

ST. JOHNS COUNTY

MAYO CLINIC JACKSONVILLE

By: _____
Its: _____
Date: _____

DocuSigned by:
Christina K. Born
By: _____
Its: Chief Administrative Officer
Date: 7/31/2018

EXHIBIT A

PRE-HOSPITAL TELESTROKE SERVICES ALERT PROTOCOL

Overview of Service

Mayo provides emergency vascular neurology telemedicine consultative services for patients who present receive SJCFR's ambulance services and show acute stroke symptoms while in route to a Mayo emergency department for emergency medical care. Mayo Neurologists shall be available on a twenty-four hours, seven-days-a-week basis for telephonic neurological consultations supplemented with immediate real-time internet based 2-way audio-visual consultations with SJCFR providers to conduct a clinical evaluation, provide diagnoses, and emergency treatment recommendations.

Definition of symptoms that qualify for activation of Mayo Clinic Telestroke Alert:

SJCFR shall assess patients using one of the options below or other stroke assessment protocol approved by Mayo:

Assessment Option #1:

Using the FAST (Face, Arms, Speech, Time) Scoring Criteria

- Face: Does the face look uneven, Yes = 1 point
- Arms: Ask the patient to raise both arms. Does one of them drift down? Yes = 1 point
- Speech: Ask the patient to speak a simple phrase. Does their speech sound strange? Yes 1 point
- Time: Can time of symptom onset be pinpointed?

Assessment Option #2:

Using the LAPSS (Los Angeles Prehospital Stroke Screen) Scoring Criteria

- Over 45 years old, Yes = 1 point
- No history of seizures, Yes = 1 point
- Neurologic symptoms started to present within the last 24 hours, Yes = 1 point
- Patient is not hospitalized, Yes = 1 point
- Blood sugar is 60 - 400 mg/dL, Yes = 1 point
- Unilateral (and not bilateral) exhibition of Facial Droop, Grip weakness, Arm weakness or other observable motor asymmetries, Yes = 1 point

Assessment Option #3:

Using the CPSS (Cincinnati Prehospital Stroke Scale) Scoring Criteria

- Facial Droop
 - Normal: Both sides of face move equally, 0 points
 - Abnormal: One side of face does not move at all, 1 point
- Arm Drift
 - Normal: Both arms move equally or not at all, 0 points
 - Abnormal: One arm drifts compared to the other, 1 point

- Speech
 - Normal: Patient uses correct words with no slurring, 0 points
 - Abnormal: Slurred or inappropriate words or mute, 1 point

Assessment Option #4:

Using the **LAMS** (Los Angeles Motor Scale) Scoring Criteria

- Face
 - Both sides move normally, 0 points
 - One side is weak or flaccid, 1 point
- Arm
 - Both sides move normally, 0 points
 - One side is weak, 1 point
 - One side won't move/flaccid, 2 points
- Grip
 - Both sides move normally, 0 points
 - One side is weak, 1 point
 - One side won't move/flaccid, 2 points

A patient with a FAST Score of 1 or greater, LAPSS Score of 1 or greater, CPSS score of 1 or greater, or a LAMS score of 1 or greater is eligible for Stroke Alert activation with the following inclusion and exclusion criteria:

Inclusion:

1. Adults (18 years or older; No upper age limit)
2. < 24 hours since stroke symptom onset or since the patient was known to be at baseline state of health
3. Consent for Telemedicine Examination

Exclusion:

1. Seizure
2. Stroke symptoms completely resolved at time of presentation
3. Syncope

Activation of Stroke Alert

Call (904) 953-1111 to activate Pre-Hospital Telestroke Services.

Consent and Registration Documentation

Designated SJCFR personnel acquire informed consent for a telemedicine consultation from the patient or an authorized representative. A demographic sheet, the EMS incident report, and the signature page of any consent form(s) are faxed to the Mayo Clinic stroke Neurologist and house supervisor.

Stroke Consult

Mayo Neurologist will (a) answer the Stroke Alert call within ten (10) minutes of activation and start gathering patient information from SJCFR health care provider, and (b) be capable of initiating Telestroke Services within twenty (20) minutes of being paged either by telephone solely or by videoconference, as determined in consultation with the requesting provider. A SJCFR provider can assist Mayo Neurologist with the telemedicine examination (e.g. with a flash light, tissue paper, tongue depressor, safety pin, language flash cards, tendon hammer). Mayo Neurologist will complete the exam (including National Institute of Health Stroke Scale scoring), review neuroimaging and other relevant diagnostic test results when available, and discuss the diagnosis and treatment options with the patient, family, and SJCFR health care provider. In the event of an in-house stroke alert, the Mayo Neurologist will complete the exam and discuss diagnosis and treatment options with the SJCFR provider. The Mayo Neurologist will be available to the SJCFR provider for any questions. Transfer arrangements can be made if necessary or applicable. Mayo Neurologist will then end the consult.

EXHIBIT B

SCHEDULED MAINTENANCE, PLANNED AND UNPLANNED OUTAGE COMMUNICATION PLAN

Scheduled Maintenance and Planned Outage Communications: SJCFR should contact Mayo in advance of scheduled maintenance and planned outages. Outages (whether planned or unplanned) and scheduled maintenance directly impact the access site care teams have to Telestroke Services and could negatively impact patient care. Outlined below are the recommended process steps that Mayo recommends in order to reduce the risk to patients of downtime impacting the Telestroke Services. Immediate notice of any unscheduled maintenance or unplanned outages will be communicated by SJCFR to the InTouch Technical Assistance Center (“TAC”) by following steps 7-9 below.

1. SJCFR to contact Mayo via email using DLConnectedCareSynchronousEmerTelemedSupport@mayo.edu 1-2 weeks in advance of scheduled outage with the following information:
 - a. Description of the outage activity
 - b. Date and time of the outage
 - c. Estimated duration
 - d. Name, direct phone number and email address of the main contact during the outage
2. Mayo to notify TAC via email and copy InTouch technical director that a planned outage will be occurring.
3. Mayo to communicate planned outage information to all Neurologists and its telestroke operations team.
4. SJCFR to notify its care team that planned outage will occur that may impact InTouch device availability for Telestroke Services.
5. InTouch sends the planned outage details to local account managers for awareness. TAC updates the fleet monitoring system, and the regional product specialists.
6. InTouch TAC updates the fleet monitoring system with outage details in preparation for the outage.
7. SJCFR to contact InTouch TAC at 877-484-9119 if there are delays or troubles that will extend outage beyond the scheduled estimated duration.
8. InTouch to contact Mayo using standard support mode if the device remains offline after the estimated planned outage time by calling the Mayo Clinic Help Desk 507-284-5500 and opening a ticket.
9. Mayo support team will send an additional communication to all Neurologists and its operations team in the event that an incident is reported following the scheduled outage.