

CONTRACT APPROVAL FORM

(Contract Management Use only)

CONTRACT TRACKING NO.
CM2650

CONTRACTOR INFORMATION

Name: University of Florida Board of Trustees
 Address: 653-1 W. 8th Street Jacksonville FL 32256
City State Zip
 Contractor's Administrator Name: John Clontz Title: Deputy Director, Contracts
 Tel#: (904) 244-8467 Fax: _____ Email: john.clontz@jax.ufl.edu

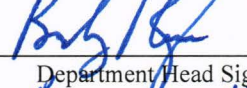

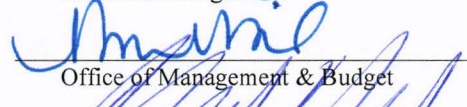
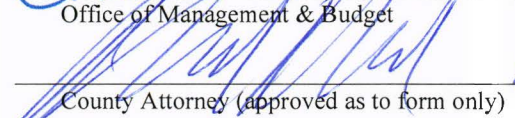
CONTRACT INFORMATION

Contract Name: Associate Medical Director-Pediatric Services Contract Value: N/A
 Brief Description: UF College of Medicine to provide pediatric services through faculty physicians (Noel Fische M.D.). Under supervision of Farid Ullah M.D.
 Contract Dates : From: 1/4/19 to: Until Notice Status: New Renew Amend# WA/Task Order
 How Procured: Sole Source Single Source ITB RFP RFQ Coop. Other Comply with COPCN and PALS (Fire Rescue)

If Processing an Amendment:



Contract #: _____ Increase Amount of Existing Contract: _____
 New Contract Dates: _____ to _____ TOTAL OR AMENDMENT AMOUNT: _____

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

- | | | | |
|----|---|----------------|-------------------------------|
| 1. |  | <u>1-9-18</u> | <u>Fire Rescue</u> |
| | Department Head Signature | Date | Submitting Department |
| 2. |  | <u>1-9-19</u> | <u>N/A (No Cost Contract)</u> |
| | Contract Management | Date | Funding Source/Acct # |
| 3. |  | <u>1/17/19</u> | |
| | Office of Management & Budget | Date | |
| 4. |  | <u>1/24/19</u> | |
| | County Attorney (approved as to form only) | Date | |

Comments: _____

COUNTY MANAGER - FINAL SIGNATURE APPROVAL

 _____  _____
 Michael Mullin Date

RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:

- Original:** Clerk's Services; Contractor (original or certified copy)
Copy: Department
 Office of Management & Budget
 Contract Management
 Clerk Finance

CS-18-135

AGREEMENT BETWEEN
NASSAU COUNTY BOARD OF COMMISSIONERS,
FIRE AND RESCUE DEPARTMENT
AND
UNIVERSITY OF FLORIDA BOARD OF TRUSTEES
FOR
ASSOCIATE MEDICAL DIRECTOR-PEDIATRICS SERVICES

This Agreement entered into on this 4 day of January, 2019 (“Effective Date”) by and between the Nassau County Board of Commissioners (“Nassau County”), Fire and Rescue Department (“FRD”) and The University of Florida Board of Trustees for the benefit of the College of Medicine-Jacksonville, Department of Emergency Medicine-Pediatrics (“UF”), collectively referred to herein as, “Parties”, for Associate Medical Director-Pediatrics Services.

WHEREAS, Nassau County’s FRD has secured a Certificate of Public Convenience and Necessity (“COPCN”) and has received from the State of Florida, Bureau of EMS, a Pediatric Advanced Life Support (“PALS”) certification to provide pediatric advanced life support services pursuant to Chapter 64J, Florida Administrative Code and Chapter 401.265, Florida Statutes;

WHEREAS, Nassau County requires the administrative services of an Associate Medical Director-Pediatrics to comply with the requirements of COPCN and PALS; and

WHEREAS, UF, through its faculty physicians, is able to provide Nassau County with the administrative services of an Associate Medical Director-Pediatrics; and

WHEREAS, Nassau County desires to contract with UF for such services upon the terms and conditions set forth herein; and

WHEREAS, UF has a state tri-fold mission of education, research and service; and

WHEREAS, the education programs and service of UF will be enhanced because of opportunities to develop and utilize innovative models of interdisciplinary healthcare delivery that optimize safety, services, outcomes and resource use, by providing physician-level direction.

NOW, THEREFORE, in consideration of the above recitals and the mutual agreements, covenant, terms and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows (the “Agreements”):

I. Nassau County hereby engages UF to provide all services described in this Agreement, and UF, through its assigned UF-employed faculty physician (“Faculty Physician”), having substantial expertise and experience in the field of emergency pediatric medicine and who is appropriately qualified and licensed to provide associate medical director-pediatrics services to Nassau County’s FRD will provide the described services. Nassau County and UF agree that the Faculty Physician shall be Jennifer Noel Fishe, M.D. of the College of Medicine’s Emergency Medicine-Pediatrics Department. As mutually agreed upon by the Parties, UF may, as needed, assign additional physician(s) to serve as associate medical director. The control and conduct of

UF's Faculty Physician will be UF's sole and complete responsibility, and the Faculty Physician's activities pursuant to this Agreement shall be under the exclusive supervision, direction, and control of UF, subject to requests and recommendations from Nassau County's Medical Director, Farid Ullah, M.D.

II. Nassau County and FRD covenant and agree:

- A. To comply with the provisions of Chapter 64J, Florida Administrative Code regarding its COPCN and Chapter 401.265, Florida Statutes regarding PALS services.
- B. To compensate the Associate Medical Director-Pediatrics at \$0.00 (zero dollars) annually.

III. UF covenants and agrees the Faculty Physician:

A. Will be available via telephone and/or in person to provide medical direction (in the absence or unavailability of the Nassau County Medical Director) to the PALS of FRD. Further, the UF Faculty Physician will meet with FRD staff and/or the Medical Director on at least a monthly basis to discuss any outstanding or ongoing issues or assignments related to Pediatric care.

B. Will maintain a current, valid, unrestricted Florida medical license as a physician (M.D. or D.O.).

C. Will maintain competency in PALS during the term of this Agreement, possessing current PALS certification or board eligible/board certification in pediatric emergency medicine.

D. Will assist the Medical Director (as time allows) in establishing procedures and critique for the medical capability of the paramedics and the PALS provider regarding the appropriate level and standard of care which the PALS provider should seek to achieve related to Pediatric care.

E. Will assist the Medical Director (as time allows) in identifying the specific medical skills and knowledge which paramedics must possess to achieve the desired level and standard of care related to Pediatric care.

F. Will assist the Medical Director (as time allows) in identifying the training and experience necessary for the paramedics to acquire the desired skills and knowledge and, in cooperation with approved educational programs, assuring that each paramedic receives such training and experience related to Pediatric care.

G. Will participate with the Medical Director (as time allows) in the Patient Care Quality Assurance Program ("Program") to assess the medical performance of paramedics and EMT's.

H. Will participate in auditing of personnel, including, but is not limited to, a prompt run review, direct observation and comparison of performance standards for drugs, equipment, protocols, and procedures related to Pediatric care.

I. Will participate with the Medical Director (as time allows) in the development and drafting of Pediatric standing orders and to conduct appropriate training designed to allow paramedics to correctly use the standing orders to properly manage certain medical emergencies. Such standing orders must be specific and must at least provide for managing immediate life-threatening medical emergencies; they are not required to be so comprehensive as to include all possible medical emergencies.

J. Will participate with the Medical Director (as time allows) in development and revision of Trauma Transport Protocols when necessary.

K. Acknowledges that the Medical Director will retain ultimate authority over the medical control of the Pre-Hospital Emergency Medical Services System (the "System") and permit and/or prohibit any System paramedic to utilize PALS technique.

IV. The Medical Director, UF Faculty Physician and Fire Chief (or designee) will jointly direct the safe and efficient operation of the System. However, neither the Medical Director nor UF Faculty Physician shall exercise any administrative control over the operations of the System. Coordination of all administrative procedures and control of the System shall be through the Fire Chief (or designee).

V. The UF agrees upon the request of the Secretary of the Department of Health and Human Services or the Comptroller General to allow access to the books, documents, and records of the Faculty Physician that are necessary for the Secretary and/or Comptroller General to verify the costs of the services furnished under this contract. The UF and its Faculty Physician agree to retain all records pertaining to this Agreement as required by Florida Statutes after the services are performed. Additionally, the UF agrees to require all sub-contractors or suppliers to allow similar access to the sub-contractor's or supplier's books, documents and records. Additionally, the UF and its Faculty Physician agree to maintain all records and documents necessary to satisfy the requirements of Section 952 of the Omnibus Reconciliation Act of 1980, Public Law 96-499 as thereafter amended.

VI. The agreement shall begin on the date hereof and continue until such time as it may be modified, in writing by both parties.

VII. The parties to this agreement do not intend to create an agency, or principal/agent relationship. In no instance will Nassau County be liable for the acts or omissions of UF, its agents, employees, or independent contractors whether accidental, negligent, or willful. Liability insurance for the Associate Medical Director will be covered under Nassau County's policy but is limited to services as an Associate Medical Director as set forth in this document and not as treating physician for any patient and does not include malpractice.

VIII. Either party may cancel and terminate this Agreement upon a breach of terms or without cause, by giving thirty (30) days advance written notice to the other party. Venue and jurisdiction for this Agreement shall only be in Nassau County, Florida. The prevailing party in any action initiated to enforce the terms or conditions of this Agreement shall be entitled to the reasonable costs incurred in any such action.

IX. No party to this Agreement shall use the name, logo or likeness of another party to this Agreement or any of the other party's staff, in any signage, advertising or promotional material, without the prior written consent of the other party. Such consent may be granted or withheld in the sole discretion of the party whose consent is required.

X. The Parties acknowledge that UF is a political subdivision of the State of Florida, and is subject to Chapter 119, Florida Statutes, relating to public access to records. The Parties agree to

comply with applicable Florida Statutes relating to the maintenance, generation, and provision of access to all public records relating to this Agreement.

XI. A. The Faculty Physician may receive patient information that is protected under applicable state and/or federal law, including without limitation, protected health information ("PHI") as defined in the regulations at 45 CFR Parts 160 and 164 (the "Privacy Standards") promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). The UF and its Faculty Physician agrees not to use or disclose (or permit the use or disclosure of) PHI in a manner that would violate the requirements of the Privacy Standards. UF and its Faculty Physician shall use appropriate safeguards to prevent the use or disclosure of PHI other than as expressly permitted under this Agreement or as required by law.

B. PHI and other patient information may be accessed only to the extent that is necessary to complete the herein job duties, provided that such uses are permitted under federal and state law. PHI or other confidential information may be disclosed as necessary to perform the obligations under this Agreement and as permitted by law. If PHI is disclosed to agents, including a subcontractor (collectively, "Recipients"), all Recipients shall agree to the same restrictions and conditions that apply to UF and its Faculty Physician under this Agreement. Any unauthorized use or disclosure of PHI, which becomes known shall be reported to Nassau County's Medical Director.

C. The "minimum necessary" requirements for use and disclosure of PHI, as defined in the Privacy Rule Standards and any implementing regulations shall be complied with at all times. As required by the HITECH Act, the use, disclosure or request of PHI, shall to be limited, to the extent practicable, to the minimum necessary to accomplish the intended purpose of such use, disclosure or request.

XII. To the extent that the State of Florida, on behalf of the Board of Trustees, has partially waived its immunity to tort claims and is vicariously responsible for the negligent acts and omissions of its employees and agents as prescribed by Section 768.28, Florida Statutes, UF and its employees are protected for a claim or judgment by any one person in a sum not exceeding Two Hundred Thousand Dollars (\$200,000.00), and for total claims or judgments arising out of the same incident or occurrence in a total amount not exceeding Three Hundred Thousand Dollars (\$300,000.00), such protection being provided by the University of Florida J. Hillis Miller Health Center Self-Insurance Program, a self-insurance program created pursuant to the authority of Section 1004.24, Florida Statutes. The parties acknowledge that the statutory amounts set forth in Section 768.28, Florida Statutes may change from time to time and the amounts set forth herein shall be revised accordingly. Employees and agents of UF are not individually subject to actions arising from their State functions. Any damages allocated against the Board of Trustees as prescribed by Section 768.81, Florida Statutes, are not subject to reallocation under the doctrine of joint-and-several liability to codefendants of the Board of Trustees in professional liability actions (see Section 766.112(2), F.S.). The sole remedy available to a claimant to collect damages allocated to the Board of Trustees is as described in Section 768.28, Florida Statutes. All liability protection described in this Section is on an "occurrence" basis. The University of Florida J. Hillis Miller Health Center Self-Insurance Program provides ongoing protection with no expiration. Subject to the provisions and limitations of Section 768.28, Florida Statutes, UF agrees to be responsible for its acts and

omissions to act, and the negligent acts and negligent omissions of its employees in the performance of UF's responsibilities pursuant to this Agreement and UF agrees to be liable for any damages available under law resulting from said acts or omissions.

IN WITNESS WHEREOF, the parties hereto have caused this document to be executed on the day and year previously stated.

University of Florida Board of Trustees
for the benefit of the College of Medicine-
Jacksonville

Leon L. Haley, Jr., M.D.
Dean, College of Medicine

Dated: ~~1/7/19~~ 1/7/19

Board of County Commissioners
Nassau County, Florida

Michael Mullin, Interim County Manager
Its: Designee

Dated: 1/22/19

Brady Rigdon, Fire Chief

Dated: 1-8-19