

CONTRACT APPROVAL FORM

(Contract Management Use only)

CONTRACT
TRACKING NO.
CM2561

CONTRACTOR INFORMATION

Name: Baptist Health
Address: 841 Prudential Drive Jacksonville FL 32207
City State Zip
Contractor's Administrator Name: Sam Young Title: Outreach Planning Coordinator
Tel#: (904) 516-1126 Fax: _____ Email: sam.young@bmcjax.com

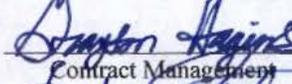
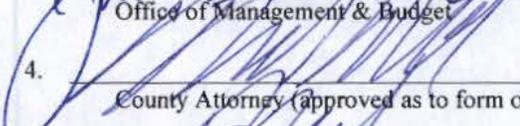
CONTRACT INFORMATION

Contract Name: Pilot Program Memorandum of Understanding Contract Value: N/A
Brief Description: Pilot program to place a computer tablet in each NCFR vehicle solely dedicated to communicate with hospitals for emergency transports. 6 Month term from Effective date. may be extended upon mutual agreement.
Contract Dates : From: Approval to: TBD Status: New Renew Amend# WA/Task Order
How Procured: Sole Source Single Source ITB RFP RFQ Coop. Other _____

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>7-24-18</u>	<u>Nassau County Fire Rescue</u>
	Department Head Signature	Date	Submitting Department
2.		<u>7/28/18</u>	<u>N/A</u>
	Contract Management	Date	Funding Source/Acct #
3.		<u>7/31/18</u>	
	Office of Management & Budget	Date	
4.		<u>8/2/18</u>	
	County Attorney (approved as to form only)	Date	

Comments: _____

COUNTY MANAGER - FINAL SIGNATURE APPROVAL

 8/2/18
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

**NASSAU COUNTY FIRE RESCUE AND BAPTIST HEALTH
PILOT PROGRAM MEMORANDUM OF UNDERSTANDING**

I. MOU Parties

This pilot program Memorandum of Understanding ("MOU") between Nassau County Fire Rescue ("NCFR") and Baptist Health System, Inc. ("BHS") is entered into as of the date of the final signature below (the "Effective Date").

II. MOU Purpose and Objectives

The parties desire to promote and enhance public health by improving the quality of medical care and the speed of delivery of such care during the transport of emergency patients located in Nassau County, Florida. Effective communication between the transport team and the receiving hospital ("Hospital") is a critical component of ensuring quality medical care. To improve such communication, the parties have proposed a pilot program in which communication between the transport team and a Hospital is improved through the use of a web-based communication application known as "JOIN" and certain communication equipment that is placed in NCFR vehicles (the "Pilot").

III. Pilot Program Requirements

- a. BHS shall provide for each NCFR vehicle a computer tablet that is dedicated solely for the use as a communication device for emergency transports (the "Tablets").
- b. Both parties shall utilize the JOIN online application and the Tablets to communicate during emergency transfers and to provide precise information exchange while the NCFR vehicle is in route to the Hospital.
- c. The parties agree that the use of the JOIN application and Tablets shall not affect the decision-making of the transport team as to which hospital the patient should be delivered.
- d. The determination as to where to deliver a patient will be derived from the patient's preference or a standard protocol adopted by NCFR based solely upon the patient's immediate best interest.
- e. The parties further agree that other local hospitals may participate in this program.
- f. In the event videoconferencing or teleconferencing between a Hospital and NCFR is necessary, the discussions regarding the evaluation of possible ischemic stroke symptoms shall include a physician and NCFR emergency response technician(s), but may also include a patient, a patient's family member(s) and/or other adult(s) accompanying the patient.
- g. All applications and devices shall be HIPAA-compliant.

h. The Parties shall evaluate the success of the Pi lot at the end of the Term.

IV. TERM AND TERMINATION OF PILOT PROGRAM

The term of the MOU shall commence on the Effective Date and shall continue for six months (the "Term"). The Term may be extended upon mutual agreement of the parties. Either party may terminate this MOU without cause upon thirty (30) days written notice. Either party may terminate this MOU immediately should good faith negotiations fail to eliminate such party's good faith belief that there is a significant risk that this MOU is not legally compliant as defined in Article VI.

V. NOTICES

Any notice required to be given hereunder shall be in writing and may be delivered personally or shall be deemed to be delivered when deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the parties at their respective address indicated below, or at any address as may have been specified by either party:

Baptist Health System, Inc.
841 Prudential Drive, 14th Floor
Jacksonville, Florida 32207
Attn: Michael B. Marzoug

Nassau County Fire Rescue
96160 Nassau Place
Yulee, FL 32097
Attn: Brady Rigdon

With a copy to:

Baptist Health System, Inc.
841 Prudential Drive, Suite 1802
Jacksonville, Florida 32207
Attn: G. Scott Baity, JD, BCS
SVP and General Counsel

96135 Nassau Place, Suite C
Yulee, FL 32097
Attn: Michael Mullin

VI. LEGAL COMPLIANCE

The parties agree to take commercially reasonable steps to maintain compliance with all applicable federal and state laws relating to the Pilot, including, without limitation, HIPAA, EMTALA and the Anti-Kickback Statute. If any party develops a reasonable, good faith belief that there is significant risk that a provision of this MOU may violate any applicable federal, state, or local law, or any regulation, order, or governmental agency policy issued thereunder, such party shall immediately notify the other party of such belief and the reasons and specific activities giving rise to such belief. Upon notification, the parties shall review the concerns raised and shall, if appropriate, enter into good faith negotiations to revise this MOU so that there will no longer be a significant risk of such a violation.

VII. LIMITATION OF LIABILITY

BHS makes no representations or warranties, whatsoever, regarding the Tablets and JOIN. Accordingly, it is agreed by the parties that BHS shall not be liable to NCFR, its employees, agents and contractors for any costs, losses, expenses, damages or harms, whatsoever, that arise from the use or attempted use of, or access to, JOIN or the Tablets.

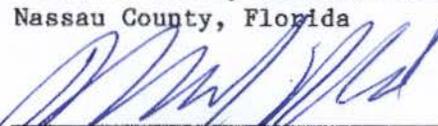
BAPTIST HEALTH SYSTEM, INC.

NASSAU COUNTY FIRE RESCUE


Name: MATTHEW ZUMBO
Title: Senior Vice President
Date: 6/1/18


Name: Brady Rigdon
Title: Fire Chief
Date: 7-24-18

Board of County Commissioners
Nassau County, Florida


Michael Mullis, ~~Shanea Jones~~, County Manager
Its: Designee
Date: 6/2/18