

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: December 2, 2008 [X] Consent Workshop [] Regular Public Hearing

Department

Submitted For: FIRE RESCUE

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends a motion to approve an Interlocal Agreement for Interfacility Ambulance Funding with Glades Hospital Holdings, Inc., d/b/a Glades General Hospital, for a three-year term effective retroactively to March 8, 2008.

Summary: Glades Hospital Holdings, Inc., d/b/a Glades General Hospital ("Hospital") is a public hospital located in the Glades area of Palm Beach County that predominantly serves a population residing within the Fire/Rescue Municipal Service Taxing Unit (MSTU). The Hospital entered into a Healthcare Transportation Service Agreement with American Medical Response (AMR) on March 8, 2008, which requires AMR to station an ambulance at the Hospital to provide interfacility transport services for patients under the care of the Hospital. The Transport Agreement requires the Hospital to pay AMR for ambulance transport as well as an annual Stationing and Availability Fee. The Hospital has requested the County fund one-half the Availability Fee. Having a dedicated interfacility ambulance provider in the Glades area will ease the strain on the resources of the County and its Fire/Rescue MSTU for emergency response in that area. The total funding to be provided by the County shall not exceed One-Hundred Thirty-One Thousand Four-Hundred Dollars (\$131,400) for the first year of the agreement.

Countywide (SB)

Background and Policy Issues: Palm Beach County Fire-Rescue serves the residents of the Glades area through the Fire/Rescue MSTU. The lack of a dedicated interfacility ambulance provider in the Glades area has resulted in an increase in emergency transport calls to the County and impacted the availability of County resources. Stationing a dedicated unit for this type transport will free up the resources of Palm Beach County Fire-Rescue for emergency response.

Attachments:

- 1. Interlocal Agreement for Interfacility Ambulance Funding
2. Healthcare Transportation Service Agreement between the Hospital and AMR

Recommended By: [Signature] Deputy Chief Date: 10/30/08

Approved By: [Signature] Fire-Rescue Administrator Date: 10-30-08

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>211,116</u>	<u>139,845</u>	<u>59,218</u>	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>211,116</u>	<u>139,845</u>	<u>59,218</u>	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes X No _____

Budget Account No.: Fund 1300 Dept 440 Unit 4230 Object 3401

B. Recommended Sources of Funds/Summary of Fiscal Impact:

The not-to-exceed amount for the first year of this contract is \$131,400, with a 4% increase for each year thereafter. If approved by the Board, this agreement will be retroactive to 3/8/08. Therefore, the County's obligation for FY 2009 will be \$211,116.

C. Departmental Fiscal Review: *John A. [Signature]*

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

atwillhite 11.17.08
11/17/08 OFMB *cm 11/10/08*

Jan. J. Jacoby 11/18/08
 Contract Dev. and Control *11/18/08*

B. Legal Sufficiency:

This Contract complies with our contract review requirements.

Sharon Burns 11-19-08
 Assistant County Attorney

C. Other Department Review:

 Department Director

THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.

**INTERLOCAL AGREEMENT FOR INTERFACILITY AMBULANCE FUNDING BY
AND BETWEEN THE GLADES HOSPITAL HOLDINGS, INC., D/B/A GLADES
GENERAL HOSPITAL AND PALM BEACH COUNTY**

THIS INTERLOCAL AGREEMENT, made and entered into this _____ day of _____, 2008, by and between Glades Hospital Holdings, Inc., a subsidiary non-profit corporation of the Healthcare District of Palm Beach County, d/b/a Glades General Hospital, a political subdivision of the State of Florida, (the "Hospital") and PALM BEACH COUNTY, FLORIDA, a political subdivision of the State of Florida, by and through its Board of County Commissioners, (the "County") for partial funding to station an interfacility ambulance at the Hospital.

WITNESSETH

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, the Hospital is a public hospital located in the Glades area of Palm Beach County, and predominantly serves a population residing within the County's Fire/Rescue MSTU; and

WHEREAS, the Hospital and Atlantic/Palm Beach Ambulance, Inc., d/b/a American Medical Response ("AMR") have entered into that certain Healthcare Transportation Service Agreement dated March 8, 2008, which requires AMR to station an ambulance at the Hospital to provide interfacility transport services for patients under the care of the Hospital (the "Transport Agreement"); and

WHEREAS, the Transport Agreement requires the Hospital to pay AMR certain ambulance transport fees, as well as an annual Stationing and Availability Fee ("Availability Fee") to station the ambulance at the Hospital; and

WHEREAS, the Hospital has requested that the County partially fund said Availability Fee; and

WHEREAS, the lack of a dedicated interfacility ambulance provider stationed in the Glades area has caused a strain on the resources of Palm Beach County Fire-Rescue services, provided through the Fire/Rescue MSTU, within the Glades area; and the stationing of a dedicated interfacility ambulance provider at the Hospital will free up the resources of Palm Beach County Fire-Rescue for emergency response; and

WHEREAS, the Board of County Commissioners therefore finds that providing the Hospital with funding to partially offset its cost to have an interfacility ambulance stationed at the Hospital will promote the public health, safety and welfare within the County, including within the Fire/Rescue MSTU, and therefore will primarily and substantially serve a public purpose.

NOW, THEREFORE, the Hospital and the County, in consideration of the terms and conditions set forth herein and the benefits flowing from each to the other, do hereby agree as follows:

SECTION 1. INCORPORATION OF FACTS

The facts set forth above in the preamble to this Agreement are true and correct and are hereby incorporated into this Agreement.

SECTION 2. PURPOSE

The purpose of this Agreement is to establish the parties' rights and obligations regarding the County's partial funding of the Availability Fee to be paid by the Hospital to have an interfacility ambulance provider stationed at the Hospital.

SECTION 3. REPRESENTATIVE AND CONTRACT MONITOR

The County's representative and contract monitor during the term of this Agreement shall be the Fire-Rescue Administrator whose telephone number is 561-616-7000. The Hospital's contract monitor during the term of this Agreement shall be Ron Wiewora, M.D., Interim Hospital CEO, whose telephone number is 561-996-6571, Ext. 400.

SECTION 4. ADMINISTRATION

This Agreement is solely an Interlocal Agreement providing funding for services as authorized by Chapter 163, Florida Statutes. This Agreement shall not in any manner whatsoever be deemed to constitute a transfer of powers or functions in anyway whatsoever. The Hospital shall maintain full responsibility for overseeing and monitoring the interfacility ambulance services provided to the Hospital by AMR. Nothing in this Agreement shall be deemed to shift any such responsibility to the County. The Hospital acknowledges and represents that nothing in this Agreement or the Transport Agreement is intended to prohibit or limit AMR from using its ambulance stationed at the Hospital to meet any response obligations that AMR may have pursuant to law, including state law and/or Chapter 13, Article II, of the Palm Beach County Code.

SECTION 5. FUNDING

The County shall reimburse the Hospital, on a quarterly basis, one-half of the quarterly Availability Fee paid by the Hospital to AMR in accordance with the terms of the Transport Agreement, including one-half of the Availability Fee paid by the Hospital to AMR at the commencement of the

Transport Agreement for the partial first quarter; provided however, that the total funding to be provided by the County shall not exceed One-Hundred Thirty-One Thousand Four Hundred Dollars (\$131,400.00) for the first year of this Agreement, One-Hundred Thirty-Six Thousand Six Hundred Fifty-Six Dollars (\$136,656.00) for the second year of this Agreement, and One-Hundred Forty-Two Thousand One Hundred Twenty-Two Dollars (\$142,122.00) for the third year of this Agreement.

The Hospital shall invoice the County on a quarterly basis. Each invoice shall identify the amount due from County, and shall include documentation of the quarterly Availability Fee paid by the Hospital to AMR. This information shall be provided to the County in a format that does not include disclosure of any protected patient health information. The Hospital shall provide any further documentation deemed necessary by the County. Approved invoices will be sent to the County's Finance Department for final approval and payment. Invoices will normally be paid within 45 days following final approval.

Should the Hospital receive any refund, correction, reimbursement or other type of credit from AMR for any Availability Fee paid by the Hospital, the Hospital shall promptly pay or credit the County one-half of the credit received by the Hospital. This provision shall survive the expiration or termination of this Agreement.

The County's obligation under this Agreement shall be limited solely to partially reimbursing the Hospital for its payment of the Availability Fee, as provided for in this Section. The County shall not be responsible for reimbursing or paying the Hospital for any other fees or obligations incurred under the Transport Agreement or otherwise. The County shall not be deemed to be a guarantor of the Hospital's payment obligations, or other obligations, to AMR. Under no circumstances shall the County be deemed responsible or liable for payment of the Availability Fee to AMR or for the payment of any other fees, charges or obligations of any nature to AMR. This Agreement does not create, and shall not be deemed to create, any contractual relationship, obligations or rights between the County and AMR. AMR shall not be deemed to be a third-party beneficiary of this Agreement, or to otherwise have any rights arising under this Agreement, in any manner whatsoever.

SECTION 6. TERM and TERMINATION

The term of this Agreement shall be effective retroactively from March 8, 2008, and shall continue for a period of three (3) years; provided, however, that if the Transport Agreement between the Hospital and AMR is terminated for any reason prior to its 3 year term, then this Agreement shall be terminated upon termination of the Transport Agreement. The Hospital shall immediately notify the County if the Transport Agreement is terminated early. Either party to this Agreement may terminate

this Agreement without cause upon sixty (60) days advance written notice to the other party, and without any recourse or recovery against the terminating party due to such termination. Either party may terminate this Agreement upon breach by the other party of any term or condition herein if such breach is not cured within thirty (30) days of written notice thereof to the breaching party.

SECTION 7. RELATIONSHIP OF EMPLOYEES

This Agreement does not and shall not be construed to make any officer or employee of the County an officer or employee of the Hospital for any purpose whatsoever, nor any officer or employee of the Hospital an officer or employee of the County for any purposes whatsoever. Neither party is authorized to make or enter into any contract, agreement, or warranty for or on behalf of the other, unless the parties to this Agreement have entered into a written agreement expressly authorizing such.

SECTION 8. LIABILITY

The County and its respective officers and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the Hospital or for any third party. The Hospital and its respective officers and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the County or for any third party. Nothing contained herein shall be construed as a waiver of either party's sovereign immunity or the assumption of liability in excess of that allowed by law.

SECTION 9. ASSIGNMENT OF RIGHTS

Neither party shall assign, delegate, or otherwise transfer its rights and obligations as set forth in this Agreement to any other entity without the prior written consent of the other.

SECTION 10. RECORDS RETENTION

The County and the Hospital shall maintain records associated with this Agreement, including, but not limited to, all accounts, financial and technical records, research or reports, in accordance with Florida law.

SECTION 11. ACCESS AND AUDITS

The Hospital shall maintain adequate records to justify all charges, expenses, and costs invoiced to the County under this Agreement for at least three (3) years after the expiration or termination of this Agreement. To the extent permitted by law, the County shall have access to all books, records and documents as required in this Section for the purpose of inspection or audit during normal business hours.

SECTION 12. AMENDMENTS

The terms of this Agreement may not be amended, supplemented, waived, or changed without the written approval of the parties.

SECTION 13. FILING

A copy of this Interlocal Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

SECTION 14. INDEMNIFICATION

To the extent permitted by law, the Hospital shall indemnify, defend and hold harmless the County against any actions, claims or damages arising out of the Hospital's negligence in connection with this Agreement. To the extent permitted by law, the County shall indemnify, defend and hold harmless the Hospital against any actions, claims or damages arising out of the County's negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28.

SECTION 15. GOVERNMENTAL POWERS

The parties acknowledge and agree that this Agreement is an interlocal agreement under Chapter 163, Florida Statutes, and that each party shall retain all legislative authority with regard to their respective governing body. Nothing contained herein shall be construed in anyway to transfer, contract away, delegate, or otherwise limit the parties' respective legislative and police powers. Notwithstanding anything contained in this Agreement, the ultimate authority and responsibility for providing and funding interfacility ambulance transport services for Hospital patients shall remain with the Hospital. Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of any County or Hospital officials.

SECTION 16. ANNUAL APPROPRIATIONS

Each party's performance and obligation to pay under this Agreement is contingent upon an annual budgetary appropriation by its respective governing body for each fiscal year.

SECTION 17. ENFORCEMENT COSTS

Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and conditions of this Agreement shall be borne by the respective parties; provided, however, that this clause pertains only to the parties to this Agreement.

SECTION 18. NOTICE

All notices required to be given under this Agreement shall be in writing and, unless otherwise provided for in this Agreement, shall be deemed sufficient to each party when sent by United States certified Mail, postage prepaid, to the following:

As to the County:
Fire-Rescue Administrator
Palm Beach County Fire-Rescue
50 South Military Tr., Suite 101
West Palm Beach, FL 33415

As to the Hospital:
Glades Hospital Holdings, Inc., d/b/a Glades General Hospital
1201 South Main Street
Belle Glade, FL 33430
Attn: CEO

With Copy to:
Health Care District of Palm Beach County
Attn: Nicholas Romanello, In-House Counsel for the District
324 Datura Street
West Palm Beach, FL 33401

SECTION 19. REMEDIES

This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement shall be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. Failure of a party to enforce or exercise any right(s) under this Agreement shall not be deemed a waiver of that party's right to enforce or exercise said right(s) at any time thereafter. No provision of this Agreement is intended to, and shall not be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to this Agreement.

SECTION 20. CONFLICT RESOLUTION

Any dispute or conflict between the parties that arises from the provision of services under this Agreement shall be presented in writing to the respective Contract Monitors. The Contract Monitors shall then meet to discuss the disputed issues and attempt in good faith to resolve the dispute or conflict.

SECTION 21. JOINT PREPARATION

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial constraint, be construed more severely against one of the parties than the other.

SECTION 22. EQUAL OPPORTUNITY

The County and the Hospital agree that no person shall, on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status, or sexual orientation, be excluded from the benefits of, or be subjected to any form of discrimination under, any activity carried out by the performance of this Agreement.

SECTION 23. CAPTIONS

The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

SECTION 24. SEVERABILITY

In the event that any section, paragraph, sentence, clause, or provision hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

SECTION 25. ENTIRETY OF AGREEMENT

This Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreements, either written or oral, relating to this Agreement. This Agreement shall inure to the benefit of and shall be binding upon the parties, their respective assigns and successors in interest.

SECTION 26. SURVIVABILITY

Any provision of this Agreement which is of a continuing nature, or which by its language or nature imposes an obligation or right that extends beyond the term of this Agreement, shall survive the expiration or earlier termination of this Agreement.

[THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties through their duly authorized representatives do hereby execute this Agreement on the date first written above.

ATTEST:
SHARON R. BOCK,
Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS


By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND
CONDITIONS**

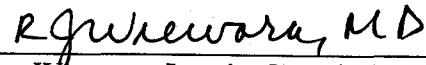
By: _____
Assistant County Attorney

By: 
Fire-Rescue


**GLADES HOSPITAL HOLDINGS, INC., D/B/A
GLADES GENERAL HOSPITAL**

ATTEST:

By: _____

By: 
Ron Wiewora, Interim Hospital CEO

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: 
Nicholas W. Romanello, Esq.
Legal Counsel
Glades General Hospital

HEALTHCARE TRANSPORTATION SERVICE AGREEMENT

THIS AGREEMENT is made and entered into on this 8th day of March, 2008, by and between Atlantic/Palm Beach Ambulance, Inc., d/b/a American Medical Response ("Transporter" or "AMR") and Glades Hospital Holdings, Inc., a subsidiary non-profit corporation of the Healthcare District of Palm Beach County, d/b/a Glades General Hospital ("Skilled Facility").

RECITALS

- A. Skilled Facility desires to obtain professional health care transportation services for the transfer of equipment, supplies and patients.
- B. Transporter desires to provide such services and has the necessary equipment, training, expertise, professional certifications and licenses.

NOW THEREFORE, in consideration of the foregoing recitals, mutual covenants and promises, and provisions set forth herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**ARTICLE I
RESPONSIBILITY OF TRANSPORTER**

- 1.1 **Provision of Services.** Transporter agrees to provide Skilled Facility with ambulances and other patient transport services pursuant to the terms and conditions set forth in this Agreement. Transporter shall provide sufficient ambulances and other medical transport vehicles to service the needs of the Skilled Facility per *Attachment A*, which is attached hereto and incorporated herein.
- 1.2 **Timeliness of Services.** Transporter shall provide all health care transportation services on a timely basis.
- 1.3 **Disaster Services.** In the event of a major disaster requiring the evacuations of Skilled Facility's patients, equipment and/or supplies, Transporter shall, subject to equipment and manpower availability, utilize its resources to provide Skilled Facility support and patient transportation for ambulance transportation only.
- 1.4 **Confidentiality.** Transporter shall maintain confidentially of client information acquired in the course of providing services and shall not release such information without prior written authorization from a representative of Skilled Facility or otherwise in accordance with any applicable law, rule or regulation. Further, the parties have entered a HIPAA Business Associate agreement attached hereto as *Attachment C* and incorporated herein by reference.

- 1.5 **Certifications and Licenses.** Transporter shall maintain all certifications and licenses as required by State and local agencies governing its services and vehicle operations.
- 1.6 **Insurance.** Throughout the term of this Agreement, Transporter shall maintain, at its sole costs and expense, professional liability insurance coverage, comprehensive general liability insurance coverage and comprehensive automobile liability insurance coverage in such amounts as is necessary to protect the acts and omissions of Transporter and which amounts are deemed acceptable by Skilled Facility. Skilled Facility shall be named as "additional insured" on all such insurance policies and proof of such insurance policies shall be provided to Skilled Facility upon its request. Transporter shall immediately advise Skilled Facility of any termination of such insurance or any reduction in the amount of such insurance.
- 1.7 **Billing.** The Skilled Facility will pay to Transporter upon invoice for all patient transports which the Skilled Facility is deemed financially responsible under applicable law ("Facility Responsible Patients" hereafter) at the rates identified in *Attachment B*, which is attached hereto and incorporated herein. Unless otherwise required by applicable law, Facility Responsible Patients are limited to those patients whose transports are covered by the Medicare DRG or PPS payment to the Skilled Facility and indigent patients. Facility Responsible Patients do not include a patient whose transport is covered by applicable healthcare insurance of the patient or other applicable insurance coverage. In the case of patients that are not Facility Responsible Patients, Transporter shall be responsible for all patient and third party billing and agrees that the rates to be billed shall comply with applicable laws. Skilled Facility's payment is contingent on and subject to the budget and appropriations of the Health Care District of Palm Beach County as addressed in Section 5.12 of this Agreement and funding to be provided by Palm Beach County Fire and Rescue as addressed in Section 5.12; provided, however, that in no event shall Skilled Facility be relieved of its payment obligations to Transporter for the provision of Services under this Agreement.
- 1.8 **Availability of Records.** Transporter shall make any and all records related to this Agreement available for inspection and/or audit upon request by Skilled Facility.
- 1.9 **Equipment Records.** Transporter shall document the receipt of any Skilled Facility equipment necessary for the convenient transfer of patients, assume custody for such during the transfer, and return such to the appropriate department as soon as practicable after the transfer.
- 1.10 **Patient Valuables.** Transporter shall document the receipt of patient valuables, assure custody for such upon receipt, and deliver such to a responsible party at the receiving facility.
- 1.11 **Documentation Records.** Transporter shall retain for a period of four (4) years, or such longer time period as may be required by law, after furnishing services as described in this Agreement, and provide upon request to the Secretary of Health and Human Services or the Comptroller General or any of their duly authorized representatives, the

Agreement, books, documents, and records necessary to certify the nature, extent, and cost of provided services.

- a. Any provision of this Agreement performed under a subcontract agreement valued at \$10,000.00 or more over a 12-month period shall also be retained for four (4) years, or such longer time period as may be required by law, following receipt of services, and Transporter shall afford the Secretary of Health and Human Services or the Comptroller General access to the subcontract agreement, as well as to the subcontractor's books, documents and records necessary to verify the nature, extent, and costs of the subcontract.
- b. The above provision is included pursuant to Section 1863 (v) (l) (1) of the Social Security Act; inapplicability hereto shall nullify its force and effect for purposes of the Agreement.

1.12 Patient's Right for Ambulance Service. Transporter does not discriminate in the provision of covered Medical services hereunder, whether on the basis of a person's age, sex, marital status, or other unlawful basis including, without limitations, the filing by a person of any complaint, grievance or legal action against Skilled Facility, Transporter or payor.

1.13 Required Background Investigation. Transporter shall insure that a background investigation at the Level 2 screening standard (as defined in Florida Statutes) is conducted on all Transporter employees, subcontractors and other agents assigned to the Skilled Facility. The investigation will also include the following:

- Social Security Number Verification
- Criminal Search (7 years or up to 5 criminal searches)
- Employment for verification for each employee for 7 years
- Violent Sexual Offender and Predator Registry Search
- OIG List of Excluded from Federal Programs
- Drug Screening

Transporter that orders background investigations in compliance with this requirement retains ownership of the report of the investigation. The Transporter may attest in writing to the Skilled Facility that it owns a satisfactory report in lieu of providing a copy to the Skilled Facility.

ARTICLE II SKILLED FACILITY RESPONSIBILITIES

2.1 Agreement to Meet. The parties agree to meet on a quarterly basis at mutually acceptable times to review policies, procedures, and quality issues. Skilled Facility and Transporter shall annually review the attached rate schedule (*Attachment B*) for adjustments in accordance with the terms thereof.

- 2.2 Timeliness of Payment. When acting in the capacity of guarantor of payment, Skilled Facility shall reimburse Transporter within thirty (30) days from the date of receipt of an invoice from Transporter.

ARTICLE III TERM AND TERMINATION

- 3.1 Term. The term of this Agreement shall commence on the date set forth on the first page of this Agreement and shall continue for a period of three (3) years, and shall automatically renew for three (3) subsequent one-(1) year periods thereafter, subject to the termination rights herein, with the total Agreement term not to exceed six (6) years.
- 3.2 Termination. This Agreement may be terminated without cause at any time, in writing, by either party giving the other party sixty (60) days advance written notice. This Agreement may be terminated immediately without notice by Skilled Facility in the event Transporter fails to continuously maintain the insurance required in Section 1.7 above and/or fails to comply with all applicable laws and licensing requirements. Transporter may terminate this Agreement upon a default by the Skilled Facility in the payment of monies due and owing to Transporter if such breach is not cured within thirty (30) days of notice thereof to the Skilled Facility.

ARTICLE IV OTHER PROVISIONS

- 4.1 Compliance with Applicable Laws, Rules, and Regulations. The parties shall materially comply with all applicable Federal, State, and local laws, rules, and regulations including but not limited to the Palm Beach County's ordinance governing Certificates of Public Convenience and Necessity (as applicable). It shall be each party's sole responsibility to determine which laws, rules, and regulations apply to the services rendered under this Agreement and to maintain compliance at all times.
- 4.2 Third Party Billing Information. Skilled Facility and Transporter will use their best efforts to assist each other in obtaining patient and/or third party billing information to insure all efforts are exhausted prior to Skilled Facility being financially responsible for the transport. Each party shall cooperate with the other party in providing this information.
- 4.3 Indemnification by Transporter. Transporter hereby agrees to indemnify, defend and hold harmless, Skilled Facility, the Healthcare District of Palm Beach County, their officers, directors, employees, agents, and representatives from and against all damages, losses, liabilities (absolute and contingent), fines, penalties, costs, and expenses (including, without limitation reasonable attorney's fees, costs or expense incurred in the investigation, defense or settlement of any claim covered by this indemnity) with respect to or arising out of any demand, claim, investigation or action of any kind or nature resulting from the personal injury to any person (including death) or the damage to any

property, arising or alleged to have arisen out of any negligent act or omission of Transporter, its officers, directors, employees, agents, or representatives related to the performance of this Agreement.

- 4.4 **Indemnification by Skilled Facility.** Skilled Facility recognizes its liability for its certain tortuous acts and the tortuous acts of its officers, directors, employees, representatives, and agents (collectively with Skilled Facility, the "Skilled Facility Parties"), and agrees to be responsible respectively for all claims, liability, damage, losses, and/or causes of action that may arise from the negligent acts or omissions of any of the Skilled Facility Parties to the extent and limits provided in Section 768.28, Florida Statutes (the State of Florida's partial waiver of Sovereign Immunity); provided, however, that this provision shall not be construed as a waiver of any right or defense that the Skilled Facility may have under said statute nor as a consent to be sued by a third party.

ARTICLE V MISCELLANEOUS PROVISIONS

- 5.1 **Governing Law and Remedies.** This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.
- 5.2 **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefits of the parties hereto, their respective successors, assigns or other legal representatives.
- 5.3 **Assignment.** No right or obligation hereunder may in any way whatsoever be assigned or delegated to a third party without the express prior written consent of the other party hereto, and any attempted assignment without such consent shall be considered null and void.
- 5.4 **Legal Fees.** In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement, or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party, reasonable attorney's fees, costs, and expenses related to such action. Notwithstanding the preceding sentence, if Skilled Facility is the non-prevailing party, compensation for attorney's fees and costs shall be cumulative to any other recovery obtained by the prevailing party and with which total recovery shall not exceed the limits set forth in §768.28, Florida Statutes.
- 5.5 **Severability.** If any portion or portions of this Agreement shall be for any reason invalid or unenforceable, the remaining portion(s) shall be valid and enforceable and carried into effect unless to do so would clearly violate the present legal and valid intention of the parties hereto.

- 5.6 **Notices.** Any notice required or permitted to be given pursuant to any provisions of the Agreement shall be given in writing, and either delivered in person, by electronic transmission, deposited in the United States mail, postage pre-paid, registered or certified mail, return receipt requested, properly addressed, or by a nationally recognized overnight courier service, to the following addresses:

If sent to Transporter, send to **both** of the following:

Atlantic/Palm Beach Ambulance Inc. d/b/a American Medical Response
5551 N.W. 9th Avenue
Fort Lauderdale, Florida 33309
Attn: General Manager
and

Legal Department
American Medical Response, Inc.
6200 South Syracuse Way, Suite 200
Greenwood Village, Colorado 80111

If sent to Skilled Facility, send to **both** of the following:

Glades Hospital Holdings, Inc., D/B/A Glades General Hospital
1201 South Main Street
Belle Glade, Florida 33430
Attn: CEO

and

Healthcare District of Palm Beach County
c/o Nicholas Romanello, In-House Counsel for the District
324 Datura Street
West Palm Beach, Florida 33401

- 5.7 **Entire Agreement.** This Agreement constitutes the entire Agreement and understanding between the parties with respect to the subject matter hereof and supersedes any previous agreement or understanding, whether oral or otherwise. No modification of this Agreement shall be valid unless in writing and signed by each of the parties hereto.
- 5.8 **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.
- 5.9 **Dispute Resolution.** All claims arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the local rules for mediation in Palm Beach County, Florida. The parties shall share the mediator's fee equally. The

mediation shall be held in Palm Beach County unless another location is mutually agreed upon by the parties. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. Notwithstanding the foregoing, nothing in this Agreement shall preclude any party from seeking interim or provisional relief in the form of a temporary restraining order if necessary to protect the interests of such party. Further, this section shall be specifically enforceable.

- 5.10 Relationship of Parties as Independent Contractor. The relationship between Transporter and Skilled Facility under this Agreement (and all attachments and exhibits thereto) is that of independent contractors and neither shall be considered a joint venturer, partner, agent representative or other relationship of the other for any purpose expressly or by implication. Further, it is understood and agreed that the personnel of Transporter and Skilled Facility shall not be considered agents or employees of the other and shall not be under the supervision, management, directions, or control of the other in the performance of their duties, except as may be required by Florida Department of Health Services Rules and Regulations, if applicable. The employees of each party are not entitled to any of the benefits that the other party provides for its employees. ACCORDINGLY, NO RIGHTS OR INTEREST GRANTED HEREIN BY SKILLED FACILITY SHALL BE DEEMED TO CONFER ANY RIGHTS OF SOVEREIGN IMMUNITY TO TRANSPORTER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, INDEPENDENT CONTRACTORS OR REPRESENTATIVES AND, AS SUCH, ALL RIGHTS AND INTERESTS OF SOVEREIGN IMMUNITY SHALL BE STRICTLY LIMITED TO SKILLED FACILITY UNDER THE LAWS AND CONSTITUTION OF THE STATE OF FLORIDA. TRANSPORTER SHALL NOT FOR ITSELF, AND IT SHALL ENSURE THAT ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, INDEPENDENT CONTRACTORS, AND REPRESENTATIVES DO NOT ASSERT AS A DEFENSE OR CLAIM ANY RIGHTS OF SOVEREIGN IMMUNITY IN ANY LEGAL OR OTHER PROCEEDING. TRANSPORTER AGREES TO INDEMNIFY, DEFEND AND HOLD SKILLED FACILITY LOSSES, LIABILITIES, COSTS AND EXPENSES, INCLUDING ATTORNEY'S FEES AND COSTS AT ALL LEVELS OF TRIAL AND APPEAL, RESULTING FROM A BREACH OF THIS PROVISION BY TRANSPORTER OR ANY IT OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, INDEPENDENT CONTRACTORS, OR REPRESENTATIVES.
- 5.11 Sovereign Immunity. This Agreement (and all attachments and exhibits thereto) shall not be construed as constituting a waiver of any rights to sovereign immunity granted to Skilled Facility under the laws and Constitution of the State of Florida.
- 5.12 Appropriations. Transporter acknowledges and agrees that the duties and obligations of Skilled Facility under this Agreement (and all attachments and exhibits thereto) are subject to budgeting and appropriation by the Health Care District of Palm Beach County of funds sufficient to pay the costs associated therewith in any fiscal year of Skilled Facility. Further, Transporter acknowledges and agrees that Palm Beach County Fire Rescue has pursuant to an Interlocal Agreement with the Health Care District of Palm Beach County agreed to fund and pay for one-half (1/2) of the Stationing and Availability Fee identified in *Attachment B* of this Agreement. Said Interlocal Agreement upon

approval by Palm Beach County and the Health Care District of Palm Beach County will be attached hereto as *Attachment D* and incorporated herein. Notwithstanding anything in this Agreement (and all attachments and exhibits thereto), in the event the funds budgeted or appropriated are, or are estimated by the Health Care District of Palm Beach County or Skilled Facility to be, insufficient to pay the costs associated with Skilled Facility's obligations hereunder in any fiscal period, or the funding to be provided by Palm Beach County Fire Rescue is terminated, reduced or insufficient to pay one-half (1/2) of the Stationing and Availability Fee identified in *Attachment B* of this Agreement, then Skilled Facility will notify Transporter of such occurrence and either Skilled Facility or Transporter may terminate this Agreement by notifying the other party in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving such notice. Such termination in accordance with the preceding sentence shall be without penalty or expense to Skilled Facility of any kind whatsoever and Skilled Facility shall pay any remuneration due Transporter through the date of termination in accordance with the terms of this Agreement.

- 5.13 Public Entity Crimes. Transporter acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. The Transporter will advise Skilled Facility immediately if it becomes aware of any violation of this statute.
- 5.14 Waiver. Failure of a party to enforce or exercise any of its right(s) under this Agreement shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.
- 5.15 Waiver of Subrogation. Transporter hereby waives any and all rights to Subrogation against the Skilled Facility, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Transporter shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should Transporter enter into such an agreement on a pre-loss basis.
- 5.16 Regulatory Compliance. The parties will comply in all material respects with all applicable federal and state laws and regulations including, the federal Anti-kickback statute. AMR has made available to each party a copy of its Code of Conduct, Anti-

kickback policies and other compliance policies, as may be changed from time-to-time, at AMR's web site, located at: www.amr.net, and each party acknowledges receipt of such documents. AMR warrants that its personnel shall comply with AMR's compliance policies, including training related to the Anti-kickback Statute. Each party represents and certifies that neither it nor any practitioner who orders or provide Services on its behalf hereunder has been convicted of any conduct that constitutes grounds for mandatory exclusion as identified in 42 U.S.C. § 1320a-7(a). Each party further represents and certifies that it is not ineligible to participate in Federal health care programs or in any other state or federal government payment program. Each party agrees that if DHHS/OIG excludes it, or any of its practitioners or employees who order or provide Services, from participation in Federal health care programs, the party must notify the other party within five (5) days of knowledge of such fact, and the other party may immediately terminate this Agreement, unless the excluded party is a practitioner or employee who immediately discontinues ordering or providing Services hereunder.

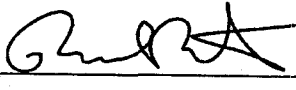
- 5.17 Referrals. It is not the intent of either party that any remuneration, benefit or privilege provided for under this Agreement shall influence or in any way be based on the referral or recommended referral by either party of patients to the other party or its affiliated providers, if any, or the purchasing, leasing or ordering of any services other than the specific services described in this Agreement. Any payments specified herein are consistent with what the parties reasonably believe to be a fair market value for the services provided.

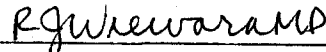
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IN WITNESS THEREOF, the parties hereto have caused this Healthcare Transportation Service Agreement to be executed by their authorized Representative on the day and year first above written.


Transporter:
ATLANTIC/PALM BEACH AMBULANCE,
INC., D/B/A AMERICAN MEDICAL
RESPONSE

Skilled Facility:
GLADES HOSPITAL
HOLDINGS, INC., D/B/A
GLADES GENERAL
HOSPITAL

BY: 
NAME: Richard BARTUS
TITLE: Chief Operating Officer
DATE: 10-1-05

BY: 
NAME: R. J. Wiewora, MD
TITLE: Interim Administrator

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: 
Nicholas W. Romanello,
HOSPITAL ATTORNEY

ATTACHMENT "A"

SERVICES

Obligation of TRANSPORTER/AMR:

1. AMR shall provide Basic Life Support (BLS) and Advance Life Support (ALS) inter-facility transportation by ambulance for patients under the care of Skilled Facility upon notification. This includes transportation services originating at the Skilled Facility or involving the return of a patient to the Skilled Facility. Transports may be either a demand basis or for pre-scheduled Non-Emergency transport.
2. AMR will station and have available one (1) ambulance at the Skilled Facility ("Facility Stationed Ambulance") sixteen (16) hours a day during the Term of this Agreement which sixteen (16) hours a day shall be from 8:00 a.m. to 12:00 (midnight). When the Facility Stationed Ambulance is called to provide Services for the Skilled Facility, AMR shall have no obligation to backfill the Facility Stationed Ambulance or provide another ambulance to provide coverage. The Facility Stationed Ambulance will also be available to provide aid at the request of Palm Beach County Fire Rescue.
3. If the Facility Stationed Ambulance is called to provide Services for the Skilled Facility or to aid Palm Beach County Fire Rescue, it shall be the responsibility of AMR to notify the Skilled Facility of any anticipated delay in AMR's return to the Skilled Facility or response to requests for Services thereafter. In the event AMR is providing Services for Skilled Facility or aiding Palm Beach County Fire Rescue, Skilled Facility retains the right to notify another ambulance company who can respond as needed.
4. AMR shall maintain each ambulance with all emergency equipment and supplies necessary or advisable for handling patient transports. It shall be the responsibility of AMR to supply Skilled Facility patients with totally operable and comfort controlled ambulance including air conditioning.
5. AMR shall staff each ambulance with at least two (2) AMR staff members each of whom is certified with the State of Florida Department of Health to provide transport and emergency medical services.
6. It shall be the responsibility of AMR to promptly return any Skilled Facility equipment used during transport or personnel required to accompany patient.
7. In an attempt to minimize the financial exposure to the Skilled Facility under this Agreement, AMR agrees, whenever possible, to work cooperatively with the Skilled Facility staff to exhaust every possible avenue for payment from

financially responsible third parties prior to looking to the Skilled Facility for payment.

8. All Services of AMR shall either be initiated or concluded in and around Glades General Hospital, including the greater western Palm Beach County area ("Service Area").

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ATTACHMENT "B"

RATES FOR SKILLED FACILITY RESPONSIBLE PATIENTS

(e.g., DRG or PPS Patients)

I. RATES FOR FACILITY RESPONSIBLE PATIENTS

Rates for ambulance Services provided to Facility Responsible Patients shall be equal to the current and prevailing Medicare allowable rates for the Service Area as of the Commencement Date, as specified in the Medicare Ambulance Fee Schedule (the "Medicare Allowable"). Set forth below is a listing of the current and prevailing Medicare Allowable rates for some of the most frequently billed Services as of the Commencement Date. This table will be deemed to automatically change when the applicable Medicare Allowable increases, and does not contain all Medicare Allowable rates. For any questions regarding the current and prevailing Medicare allowable rates, please contact your AMR representative or go to http://www.cms.hhs.gov/AmbulanceFeeSchedule/02_afspuf.asp#TopOfPage.

Services	HCPC	Facility Rate and Current Medicare Allowable
Ambulance Services		
BLS Non- Emergency (each way)	A0428	\$200.23
BLS Emergency (each way)	A0429	\$320.37
ALS Non- Emergency (each way)	A0426	\$240.27
ALS-Emergency (each way)	A0427	\$380.44
Mileage, per urban mile	A0425	\$6.42

II. STATIONING AND AVAILABILITY FEE

During the term of his Agreement, Skilled Facility shall pay AMR the annual amount of Two-Hundred Sixty-Two Thousand and Eight Hundred Dollars (\$262,800) with an annual increase of four percent (4%), for the stationing and availability of the ambulance as set forth in Attachment A ("Availability Fee"). Skilled Facility shall pay Availability Fee to AMR in quarterly installments due in advance on the first day of each quarter during the term of this Agreement (e.g., the 1st quarterly installment will be due January 1st for the January through March quarter).

III. RATE INCREASES

During the Term, rates for ambulance Services provided in calendar years following the current calendar year (2008) shall be automatically increased (but not decreased) in an amount equal to any increase in the Medicare Allowable or any increase mandated by other state, federal or local law, effective as of January 1 or, with respect to any Medicare or other mandated increase effective on a different date, the date of such increase. Skilled Facility shall have thirty (30) days after the effective date of any increase in the rates for ambulance Services to independently verify that said increase is in accordance with an increase in the Medicare Allowable or any increase mandated by other state, federal or local law. If during the thirty (30) day period, the Skilled Facility determines said increase is not in accordance with an increase in the Medicare Allowable or any increase mandated by other state, federal or local law, Skilled Facility shall send written notice to AMR of its dispute of the increased rate. The parties shall thereafter meet and work in good faith to resolve the disputed, increased rate.

Further, AMR may request an additional increase based on cost factors such as unexpected or unusual increases in the cost of fuel, supplies or labor, or new regulatory or patient care standards, and the Skilled Facility shall consider any such request in good faith; provided, however, that in the event the Skilled Facility refuses to consent to any such request for an additional increase, AMR may terminate this Agreement upon thirty (30) days written notice.

IV. OBLIGATION OF SKILLED FACILITY:

A. The Skilled Facility shall reimburse AMR in accordance with the fee structure set forth herein and the terms of this Agreement. Both parties shall refrain from disclosing the rates set forth in this Agreement to any

person or entity unless agreed upon, in writing, by both parties, except as required to fulfill the terms of this Agreement or as otherwise required by law.

B. When arranging transportation, the Skilled Facility, will provide AMR with all patient transportation information as soon as possible. Further, for all ambulance requests, the Skilled Facility will prepare an Admission Face Sheet which shall be provided to the transport team. The Admission Face Sheet must contain sufficient patient information (patient history, discharge diagnoses, medical reasons requiring ambulance transportation and financial information) to allow AMR to successfully bill financially responsible parties other than the Skilled Facility.

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ATTACHMENT "C"

HIPAA BUSINESS ASSOCIATE AGREEMENT

ATTACHMENT "D"

**INTERLOCAL AGREEMENT BETWEEN THE HEALTH CARE DISTRICT OF PALM
BEACH COUNTY AND PALM BEACH COUNTY FIRE RESCUE**

09-

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET TRANSFER

Page 1 of 1 pages

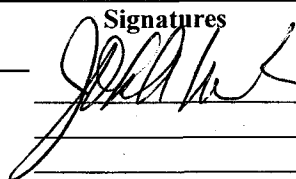
FUND Fire/Rescue MSTU (1300)

BGEX 440 102808--360

Use this form to provide budget for items not anticipated in the budget.

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 10/26/08	REMAINING BALANCE
<u>Contingency Reserve (NC)</u>								
1300-440-4299-9901	Contingency Reserves	10,000,000	10,068,887		61,116	10,007,771	0	10,007,771
<u>Operations - Other Contractual Services</u>								
1300-440-4230-3401	Contractual Services-Other	190,000	190,000	61,116		251,116	0	251,116
				61,116	61,116			

INITIATING DEPARTMENT/DIVISION
Administration/Budget Department Approval
OFMB Department - Posted

Signatures


Date
12/29/08

By Board of County Commissioners
At Meeting of December 2, 2008

Deputy Clerk to the
Board of County Commissioners

