

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

## AGENDA ITEM SUMMARY

**Meeting Date:**      **September 13, 2022**

☐ Consent    ☒ Regular  
☐ Ordinance    ☐ Public Hearing

**Department:** County Administration

## I. EXECUTIVE BRIEF

**Motion and Title: Staff seeks motion to:**

**A) adopt:** a resolution of the Board of County Commissioners of Palm Beach County, Florida, establishing Non-ad valorem Special Assessments pursuant to the Palm Beach County Local Provider Participation Fund Ordinance for the purpose of benefitting assessed hospital properties through enhanced Medicaid payments for local services; and

**B) approve:** a First Amendment to an Interlocal Agreement entered into on September 14, 2021, between the County and the Health Care District of Palm Beach County, (the District), for the provision of administrative coordination of the special assessment authorized by the Local Provider Participation Fund (LPPF) Ordinance.


**Summary:** on August 26, 2021, the Board of County Commissioners adopted Ordinance 2021-024, establishing an LPPF Ordinance. The LPPF Ordinance required thirteen hospitals located in the Agency for Health Care Administration's (AHCA) Region 9, which is Palm Beach County, to pay a uniform, non-ad valorem special assessment, set annually by resolution of the Board of County Commissioners, on hospitals that have an ownership or leasehold interest in real property in Palm Beach County. Funds collected through the LPPF assessments are sent to the Florida Agency for Healthcare Administration, (AHCA), through intergovernmental transfers, (IGTs), consistent with federal guidelines, as the non-federal share of increased Medicaid managed care payments facilitated under a new hospital directed payment program, (DPP), that was approved for the State of Florida in 2021 by the Centers for Medicare & Medicaid Services. Through the DPP, AHCA will make payments to Medicaid managed care organizations (MCOs) in order to fund increased payments by MCOs to the local hospitals to fund services provided to Medicaid patients. This year, the Assessment shall equal 0.20% of gross patient revenue for each Assessed Property specified in the attached Non-Ad Valorem Assessment Roll. Staff recommends adoption of the resolution of the Board of County Commissioners establishing Non-Ad Valorem special Assessments pursuant to the LPPF Ordinance. Staff also recommends approval of the First Amendment to the Interlocal Agreement with the District, which exercises a one-year renewal option so that the LPPF Assessments will continue to be coordinated and administered by the District. Pursuant to the Resolution, the County and the District are compensated in an amount not-to-exceed \$300,000, per the administration fee provision of the LPPF Ordinance. **No County funds are required.** Countywide (HH)

**Background and Policy Issues: Continued on page 3**

**Attachments:**

1. Resolution Establishing Non-Ad Valorem Special Assessments
2. First Amendment to Interlocal Agreement Relating to Administration of the LPPF Ordinance

Recommended by: \_\_\_\_\_ N/A  
Department Director  
Date \_\_\_\_\_

Approved By:  \_\_\_\_\_  
Assistant County Administrator  
Date 8/30/22

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Capital Expenditures					
Operating Costs					
External Revenues					
Program Income(County)					
In-Kind Match(County					
NET FISCAL IMPACT					
#ADDITIONAL FTE					
POSITIONS (CUMULATIVE					

Is Item Included in Current Budget?

Does this item include the use of federal funds?

Yes

No

Yes

No

Budget Account No:

Fund

Dept

Unit

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

C. Departmental Fiscal Review:

III. REVIEW COMMENTS:

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

8/25/22

8/15 OFMB 9A 8/15

8/29/22

Contract Dev. & Control

B. Legal Sufficiency

8/30/22

Assistant County Attorney

C. Other Department Review

Department Director

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

**Background and Policy Issues:** Hospitals in Palm Beach County annually provide millions of dollars of uncompensated care to persons who qualify for Medicaid. The hospitals report that, on average, Medicaid typically only covers 60% of the costs of the health care services actually provided by hospitals to Medicaid-eligible persons, leaving hospitals with significant uncompensated costs. The Centers for Medicare & Medicaid Services (CMS) Medicaid managed care regulations at 42 C.F.R Part 438 govern how states may direct plan expenditures in connection with implementing delivery system and provider payment initiatives under Medicaid managed care contracts. In November of 2017, CMS published guidance for states to obtain approval of state directed payments under 42. C.F.R. § 438.6(c). Overall, CMS has reviewed and approved more than 450 state directed payment arrangements. The State of Florida received CMS approval of its proposal for its directed payment arrangement on April 26, 2021. The non-federal share of the program will be obtained through the proposed non-ad valorem assessments to be levied on each participating hospital, as described in the Ordinance.

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, ESTABLISHING NON-AD VALOREM SPECIAL ASSESSMENTS WITHIN THE COUNTY LIMITS PURSUANT TO THE PALM BEACH COUNTY LOCAL PROVIDER PARTICIPATION FUND ORDINANCE FOR THE PURPOSE OF BENEFITING ASSESSED HOSPITAL PROPERTIES THROUGH ENHANCED MEDICAID PAYMENTS FOR LOCAL SERVICES.**

**WHEREAS**, on August 26, 2021, the Palm Beach County Board of County Commissioners (the Board) adopted The Palm Beach County Local Provider Participation Fund Ordinance (the Ordinance) enabling Palm Beach County (the County) to levy a uniform non-ad valorem special assessment, which is fairly and reasonably apportioned among Hospitals' property interests within the County's jurisdictional limits for the purpose of benefiting assessed Hospital properties through enhanced Medicaid payments for local services; and

**WHEREAS**, the Hospitals subject to the Ordinance asked the County to enact the Ordinance imposing a special assessment on certain real property owned or leased by the Hospitals to help finance the non-federal share of the state's Medicaid program, in exchange for which the Hospitals agreed to indemnify and/or hold harmless the County and its assigns for any and all liability of any kind resulting from enactment, application, or enforcement of this Ordinance; and

**WHEREAS**, the Hospitals subject to the Ordinance entered into Indemnification Agreements or Assent and Non Objection Agreements with the County in which each Hospital expressly waived actual receipt of notice under the Ordinance and Resolution; and

**WHEREAS**, the funding raised by the non-ad valorem assessment will, through intergovernmental transfers (IGTs) provided consistent with federal guidelines, support additional funding for Medicaid payments to Hospitals; and

**WHEREAS**, the Ordinance provides that the Board must adopt an Annual Final Assessment Resolution and Non-Ad Valorem Assessment Roll which shall: a) describe the Medicaid payments proposed for funding from proceeds of the Assessment; b) describe the methodology for computing the Assessment to be imposed; c) set the Non-Ad Valorem Assessment Roll, with such amendments as it deems just and right; and d) describe the method of collection; and

**WHEREAS**, the County and the Health Care District of Palm Beach County (the District) entered into an Interlocal Agreement in which the District accepted the role of Assessment Coordinator to administer the Assessment imposed pursuant to the Ordinance and this Resolution.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA:**

**Section 1. Definitions.** As used in this Resolution, the following capitalized terms, not otherwise defined herein or in the Ordinance, shall have the meanings below, unless the context otherwise requires.

*Assessed Property* means the real property in the County to which an Institutional Health Care Provider holds a right of possession and right of use through an ownership or leasehold interest, thus making the property subject to the Assessment.

*Assessment* means a non-ad valorem special assessment imposed by the County on Assessed Property to fund the non-federal share of Medicaid and Medicaid managed care payments that will benefit hospitals providing Local Services in the County as provided in the Ordinance.

*Assessment Coordinator* means the Health Care District of Palm Beach County, an Assignee of the County covered under the indemnification and hold harmless protections afforded to the County by agreement with the Hospitals, which is entering into an Interlocal Agreement with the County concurrently with the adoption of this Resolution to administer the Assessment imposed pursuant to the Ordinance and this Resolution.

*Board* means the Palm Beach County Board of County Commissioners.

*Comptroller* means the Palm Beach County Clerk of Court and Comptroller.

*County* means Palm Beach County, Florida.

*Fiscal Year* means the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other period as may be prescribed by law as the fiscal year for the County.

*Institutional Health Care Provider* means a private for-profit or not-for-profit hospital that provides inpatient hospital services.

*Local Services* means the provision of health care services to Medicaid, indigent, and uninsured members of the Palm Beach County community.

*Non-Ad Valorem Assessment Roll* means the special assessment roll prepared by the County.

*Ordinance* means the Palm Beach County Local Provider Participation Fund Ordinance.

*Tax Collector* means the Palm Beach County Tax Collector.

**Section 2. Special Assessment.** The non-ad valorem special assessment discussed herein shall be imposed, levied, collected, and enforced against Assessed Properties located within the County. Proceeds from the Assessment shall be used to benefit Assessed Properties through a directed payment program that will benefit the Assessed Properties for Local Services.



When imposed, the Assessment shall constitute a lien upon the Assessed Properties owned by Hospitals and/or a lien upon improvements on the Property made by Hospital leaseholders equal in rank and dignity with the liens of all state, county, district, or municipal taxes and other non-ad valorem assessments. Payments made by Assessed Properties may not be passed along to patients of the Assessed Property as a surcharge or as any other form of additional patient charge. Failure to pay may cause foreclosure proceedings, which could result in loss of title.

**Section 3. Assessment Scope, Basis, and Use.** Funds generated from the Assessment shall be used only to:

- A. Provide to the Florida Agency for Health Care Administration (AHCA) the non-federal share for Medicaid managed care hospital directed payments to be made directly or indirectly in support of hospitals serving Medicaid beneficiaries; and
- B. Reimburse the County and Assessment Coordinator for administrative costs associated with the implementation of the Assessment authorized by the Ordinance and this Resolution.

**Section 4. Computation of Assessment.** The Assessment shall equal 0.20% of gross patient revenue for each Assessed Property as specified in the attached 2022-2023 Non-Ad Valorem Assessment Roll, which the Board hereby approves. The amount of the Assessment required of each Assessed Property may not exceed an amount that, when added to the amount of other hospital assessments levied by the state or local government, exceeds the maximum percent of the aggregate net patient revenue of all Assessed Hospitals in the County permitted by 42 C.F.R. § 433.68(f)(3)(i)(A). Assessments for each Assessed Property will be derived from data contained in cost reports and/or in the Florida Hospital Uniform Reporting System, as available from the Florida Agency for Health Care Administration.

**Section 5. Surplus and Returned Funds.** If, at the end of the Fiscal Year, additional amounts remain in the Local Provider Participation Fund, the Board may either: (a) refund to Assessed Properties, in proportion to amounts paid in during the Fiscal Year, all or a portion of the unutilized local provider participation fund; or (b) if requested to do so by the Assessed Properties, to retain such amounts in the fund to transfer to the Agency in the next fiscal year for use as the non-federal share of Medicaid hospital payments.

If, after the Assessment funds are transferred to AHCA, that State agency returns some or all of the transferred funding to the County (including, but not limited to, a return of the non-federal share after a disallowance of matching federal funds), the Board authorizes to refund to Assessed Properties, in proportion to amounts paid in during the Fiscal Year, the amount of such returned funds, or to retain such amounts in the fund to transfer to the Agency in the next fiscal year for use as the non-federal share of Medicaid hospital payments.

**Section 6. Timing and Method of Collection.** The amount of the assessment is to be collected by the Assessment Coordinator pursuant to the Alternative Method outlined in §197.3631, Florida Statutes. Each of the Hospitals executed either an Indemnification Agreement or an Assent

and Non Objection Agreement, in which each Hospital expressly waived receipt of notice of the special assessment as provided in the Ordinance.

The Hospitals will be provided Assessment Invoices by first class mail to the owner or representative of each affected Hospital. The Invoice shall include: (1) the total amount of the hospital's Assessment for the appropriate period, (2) the location at which payment will be accepted, (3) the date on which the Assessment is due, and (4) a statement that the Assessment constitutes a lien against assessed property and/or improvements equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments.

No act of error or omission on the part of the Assessment Coordinator, Board, or their deputies or employees shall operate to release or discharge any obligation for payment of the Assessment imposed by the Board under the Ordinance and this resolution.

**Section 7. Administrative Expenses.** The District, as Assessment Coordinator, may bill and collect an amount from the LPPF Fund not-to-exceed \$300,000 for payment of past and future services related to consultants, experts, legal fees, and other expenses incurred during fiscal year 2023.

**Section 8. Responsibility for Enforcement.** The County, with the assistance of the Assessment Coordinator, shall maintain the duty to enforce the prompt collection of the Assessment by the means provided herein. The duties related to collection of assessments may be enforced by suit in a court of competent jurisdiction, or by other appropriate proceedings or actions.

*Remainder of Page Left Blank Intentionally*

The foregoing resolution was offered by Commissioner \_\_\_\_\_, who moved its adoption. The motion was seconded by Commissioner \_\_\_\_\_, and upon being put to a vote, the vote was as follows:

Robert S. Weinroth, Mayor	-	_____
Gregg K. Weiss, Vice Mayor	-	_____
Commissioner Maria G. Marino	-	_____
Commissioner David Kerner	-	_____
Commissioner Maria Sachs	-	_____
Commissioner Melissa McKinlay	-	_____
Commissioner Mack Bernard	-	_____

The Mayor thereupon declared the Resolution duly passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

ATTEST:  
CLERK OF CIRCUIT COURT  
AND COMPTROLLER  
Joseph Abruzzo

PALM BEACH COUNTY, Florida  
By its Board of County Commissioners

By: \_\_\_\_\_  
Clerk of Court & Comptroller

By: \_\_\_\_\_  
Robert S. Weinroth, Mayor

Approved as to Form and Legal Sufficiency:

Approved as to Content:

By: *Selene C. Strizd*  
Assistant County Attorney

By: \_\_\_\_\_  
Reginald K. Duren, Assistant County Administrator



Organization	Title	Carbon Copy Requested	Name	Hospital	Address	Phone Number	Email
UHS	CEO		Pam Tahan	Wellington Regional Medical Center	10101 Forest Hill Blvd, Wellington, FL 33414	561-798-8501	Pam.Tahan@uhsinc.com
Tenet	N/A	X	Diana Strupp	<i>Please CC on all Tenet Properties</i>	N/A	N/A	<a href="mailto:Diana.Strupp@tenethealth.com">Diana.Strupp@tenethealth.com</a>
Tenet	CEO		Michelle Cartwright	St. Mary's Medical Center	5352 Linton Boulevard Delray Beach, FL 33484	561-881-2892	<a href="mailto:lychelle.cartwright@tenethealth.com">lychelle.cartwright@tenethealth.com</a>
Tenet	CFO		Michelle Cartwright	West Boca Medical Center	5352 Linton Boulevard Delray Beach, FL 33484	561-488-8140	<a href="mailto:Michelle.cartwright@tenethealth.com">Michelle.cartwright@tenethealth.com</a>
Tenet	CFO & PBHN Group CFO		Michelle Cartwright	Delray Medical Center, Inc.	5352 Linton Boulevard Delray Beach, FL 33484	561-495-3100	<a href="mailto:Michelle.cartwright@tenethealth.com">Michelle.cartwright@tenethealth.com</a>
Tenet	CFO & PBHN Group CFO		Michelle Cartwright	Good Samaritan Medical Center	5352 Linton Boulevard Delray Beach, FL 33484	561-495-3100	<a href="mailto:Michelle.cartwright@tenethealth.com">Michelle.cartwright@tenethealth.com</a>
Tenet	CFO & PBHN Group CFO		Michelle Cartwright	Palm Beach Gardens Medical Center	5352 Linton Boulevard Delray Beach, FL 33484	561-495-3100	<a href="mailto:Michelle.cartwright@tenethealth.com">Michelle.cartwright@tenethealth.com</a>
Tenet	N/A	X	Sam Harris	<i>Please CC on all Tenet Properties</i>	N/A	N/A	<a href="mailto:Sam.Harris@tenethealth.com">Sam.Harris@tenethealth.com</a>
Select	Director of Finance		Theresa Hackman	Select Specialty Hospital	4714 Gettysburg Road, Mechanicsburg, PA 17055	717-409-0846	<a href="mailto:Thackman@selectmedical.com">Thackman@selectmedical.com</a>
Kindred			Raye Cole	Kindred West Palm Beach	680 South Fourth St, Louisville, KY 40202	561.840.0754	<a href="mailto:raye.cole@kindred.com">raye.cole@kindred.com</a>
Kindred		X	Deanna Conn	Kindred West Palm Beach	680 South Fourth St, Louisville, KY 40202	561.840.0754	<a href="mailto:deanna.conn@kindred.com">deanna.conn@kindred.com</a>
Independent	CFO		Dale Hocking	Jupiter Medical Center	1210 S Old Dixie Hwy Jupiter, FL 33458	561-263-5740	<a href="mailto:dhocking@jupitermed.com">dhocking@jupitermed.com</a>
HCA	CFO		Onel Rodriguez	Palms West Hospital	13001 Southern Boulevard, Loxahatchee, FL 33470	561.798.6069	<a href="mailto:Onel.rodriguez@hcahealthcare.com">Onel.rodriguez@hcahealthcare.com</a>
HCA	CFO		Thomas Schlemmer	JFK Medical Center	5301 South Congress Avenue Atlantis, FL 33462	561-548-3510	<a href="mailto:Tom.Schlemmer@hcahealthcare.com">Tom.Schlemmer@hcahealthcare.com</a>
BHSF	Corporate Executive VP/CFO		Matt Arsenaault	Boca Raton Regional Hospital	6855 S Red Road Coral Gables, FL 33143	786-662-7555	<a href="mailto:MatthewA@BaptistHealth.net">MatthewA@BaptistHealth.net</a>
	AVP AR reimbursement and						
BHSF	Statutory accounting	X	Janeau McKee-Vega	<i>Please CC on all BHSF Properties</i>	6855 S Red Road Coral Gables, FL 33143	786-662-7774	<a href="mailto:janeaumv@baptisthealth.net">janeaumv@baptisthealth.net</a>
BHSF	Corporate Executive VP/CFO		Matt Arsenaault	Bethesda Hospital East	6855 S Red Road Coral Gables, FL 33143	786-662-7555	<a href="mailto:MatthewA@BaptistHealth.net">MatthewA@BaptistHealth.net</a>
BHSF	AVP Managed Care	X	Sarah W Vaupen	<i>Please CC on all BHSF Properties</i>	6855 S Red Road Coral Gables, FL 33143	N/A	<a href="mailto:sarahva@baptisthealth.net">sarahva@baptisthealth.net</a>

Number	OWNER NAME	FACILITY DESCRIPTION	FACILITY ADDRESS	PARCEL #	LEGAL DESCRIPTION
1	BETHESDA HOSPITAL INC	Bethesda Hospital East	2815 S Seacrest Blvd Boynton Beach, FL 33435	08-43-45-33-10-000-0010	PINE CREST RIDGE LTS 1 TO 4 INC & SUB 33-45-43, SLY 200 FT OF NWLY 353.22 FT OF LT 14, TRGLR PAR OF LT 15, E 1/2 OF TR 18 (LESS 50 FT RD R/W) & TRGLR PAR OF LT 19 LYG W OF SEACREST BLVD & B M H PROPERTY PB49P43 ALL OF PLAT
2	BOCA RATON REGIONAL HOSPITAL INC	Boca Raton Regional Hospital	800 Meadows Rd Boca Raton, FL 33486	06-43-47-19-14-013-0085	FLORESTA ADD TO BOCA RATON PART OF PARCELS C & D LYING S OF MEADOWS RD
3	JFK MEDICAL CENTER LIMITED PARTNERSHIP	JFK Medical Center	5301 S Congress Ave Atlantis, FL 33462	02-43-44-31-21-001-0000	CITY OF ATLANTIS PL 7 TRS A & B, TR C (LESS NLY 509.26 FT & SLY 497.41 FT) A/K/A PH I (LESS TRGLR PAR S CONGRESS AVE R/W), TR D (LESS E 12 FT S CONGRESS AVE R/W), N 1/2 OF 50 FT ABND PT OF JOHN F KENNEDY DR LYG SLY OF & ADJ TO TRS B & D IN OR10727P1709 (LESS E 12 FT S CONGRESS AVE R/W) & S 1/2 OF 50 FT ABND PT OF JOHN F KENNEDY DR LYG NLY OF & ADJ TO TR C (LESS E 12 FT S CONGRESS AVE R/W) & 31-44-43, PAR IN NE 1/4 LYG BET JOHN F KENNEDY DR & S CONGRESS AVE R/WS (LESS PB28P174 & PAR IN OR6210P133)
4	PALMS WEST HOSPITAL LIMITED PARTNERSHIP	Palms West Hospital	13001 Southern Blvd Loxahatchee, FL 33470	00-41-43-33-06-000-0010	PALMS WEST MEDICAL CENTER REPL NO 1 LT 1A
5	JUPITER MEDICAL CENTER INC	Jupiter Medical Center	1210 S Old Dixie Hwy, Jupiter, FL 33458	30-42-43-12-00-000-1060	12-41-42, S 982 FT OF N 1,978.79 FT OF W 1,269.03 FT OF E 1,481.35 FT OF NE 1/4 (LESS S 40 FT JUPITER LAKES BLVD & TRGLR PAR R/WS)
6	KINDRED HOSPITALS EAST LLC	Kindred Hospital - The Palm Beaches	5555 W Blue Heron Blvd, Riviera Beach, FL 33418	56-42-42-25-41-000-0010	TRIANGLE COMMERCE CENTER LT 1
7	SELECT SPECIALTY HOSPITAL PALM BEACH INC.	Select Specialty Hospital - Palm Beach	3060 Melaleuca Ln, Lake Worth, FL 33461	70-43-44-30-22-000-0000	SELECT PLAZA MUPD ALL OF PLAT
8	TENET HEALTHCARE CORP	Delray Med Ctr	5352 Linton Blvd, Delray Beach, FL 33484	12-42-46-26-00-000-1040	26-46-42, N 1/2 OF NE 1/4 LYG S OF & ADJ TO LINTON BLVD, E OF & ADJ TO E-3 CNL & W OF & ADJ TO DELRAY MEDICAL CENTER CONDS I & III & PB66P41 (LESS WLY 375.71 FT, TR E IN IN OR3-442P306, TRS N & Z IN OR9048P476 & LEASE PAR IN OR29183P1946)
9	TENET GOOD SAMARITAN INC	Good Samaritan Med Ctr	1309 N Flagler Dr, West Palm Beach, FL 33401	74-43-43-15-19-001-0010	GRUBER CARLBERG ADD LT 1 (LESS W 12 FT DIXIE HWY R/W), LT 2 (LESS W 12 FT DIXIE HWY & S 36.5 FT PALM BEACH LAKES BLVD R/WS), LT 3 (LESS S 36.5 FT PALM BEACH LAKES BLVD R/W), LTS 4 & 5 (LESS SLY 36.5 FT PALM BEACH LAKES BLVD R/W), LTS 6 THRU 11 (LESS S 30 FT PALM BEACH LAKES BLVD R/W), LT 12, LT 13 (LESS S 30 FT PALM BEACH LAKES BLVD R/W) BLK 1 & 13.5 FT ABND ALLEY LYG N OF & ADJ TO (LESS W 87 FT), LT 1, LT 2 (LESS S 30 FT PALM BEACH LAKES BLVD R/W) BLK 6 & 13.5 FT ABND ALLEY LYG N OF & ADJ TO, 60 FT ABND OLIVE ST LYG BET, TR LYG E OF & ADJ TO IN OR244P97 (LESS OR989P450, S 30 FT PALM BEACH LAKES BLVD & N FLAGLER DR R/WS) & 15-43-43, S 507.56 FT OF N 837.56 FT OF GOV LT 6 & TR LYG ELY OF & ADJ TO & WLY OF & ADJ TO CITY OF WEST PALM BEACH BULKHEAD LINE (LESS LEASE PAR IN OR26341 P1236 K/A FARRIS BLDG, W 37 FT DIXIE HWY & N FLAGLER DR R/WS)
10	PALM BEACH GARDENS COMMUNITY HOSPITAL IN	Palm Beach Gardens Med Ctr	3360 Burns Rd, Palm Beach Gardens, FL 33410	52-43-42-07-41-001-0000	PALM BEACH GARDENS MEDICAL CENTER PAR A K/A COMMERCIAL DEVELOPMENT
11	TENET ST MARYS INC	St Mary's Med Ctr	901 45th St, West Palm Beach, FL 33407	74-43-43-04-33-002-0010	TENET ST MARYS PARCEL B REPL TR B K/A ALL OF PLAT (LESS QUANTUM HOUSE BLDG ONLY PAR, 5205 BLDG ONLY PAR IN OR20609P1368 & GROUND LEASE PAR IN OR24135P381)
12	WEST BOCA MEDICAL CENTER INC	West Boca Med Ctr	21644 State Rd. 7, Boca Raton, FL 33428	00-42-47-19-20-002-0000	RAINBERRY WEST OF BOCA PL 1 TR B
13	UNIVERSAL HEALTH REALTY INCOME	Wellington Regional Medical Center	10101 Forest Hill Blvd, Wellington, FL 33414	73-42-43-27-05-018-0204	PALM BEACH FARMS PL 3 TH PT OF TRS 20, 21, 22, 27 & 28 AS IN OR5118P1393 BLK 18

MCD ID #	Organization	Facility	Hospital Address	Parcel #	Rate	Mandatory Payment	Invoice Name	Invoice Address	Email Contact	Phone Number
10140100	Baptist Health - South Florida	Bethesda Hospital East	2815 S Seacrest Blvd Boynton Beach, FL 33435	08-43-45-33-10-000-0010	0.20% GROSS	\$ 4,104,998	Sarah Vaupen	6855 S Red Road Coral Gables, FL 33143	Janeaumv@baptisthealth.net, sarahva@baptisthealth.net	(786) 374-4496
10141900	Baptist Health - South Florida	Boca Raton Regional Hospital	800 Meadows Rd Boca Raton, FL 33486	06-43-47-19-14-013-0085	0.20% GROSS	\$ 5,038,700	Sarah Vaupen	6855 S Red Road Coral Gables, FL 33143	Janeaumv@baptisthealth.net, sarahva@baptisthealth.net	(786) 374-4496
10146000	HCA	JFK Medical Center	5301 S Congress Ave Atlantis, FL 33462	02-43-44-31-21-001-0000	0.20% GROSS	\$ 11,206,765	Thomas Schlemmer	5301 South Congress Avenue Atlantis, FL 33462	Tom.Schlemmer@hcahealthcare.com	
12026000	HCA	Palms West Hospital	13001 Southern Blvd Loxahatchee, FL 33470	00-41-43-33-06-000-0010	0.20% GROSS	\$ 3,312,472	Onel Rodriguez	13001 Southern Boulevard, Loxahatchee, FL 33470	Onel.rodriguez@hcahealthcare.com	
12029400	Independent	Jupiter Medical Center	1210 S Old Dixie Hwy, Jupiter, FL 33458	30-42-41-12-00-000-1060	0.20% GROSS	\$ 2,593,262	Dale Hocking	1210 S Old Dixie Hwy Jupiter, FL 33458	dhocking@jupitermed.com	
107352700	Kindred Healthcare	Kindred Hospital - The Palm Beaches	5555 W Blue Heron Blvd, Riviera Beach, FL 33418	56-42-42-25-41-000-0010	0.20% GROSS	\$ 287,182	Deanna Conn	Attn: Deanna Conn KH6, 680 S Fourth St, Louisville, KY 40202	Deanna.Conn@Kindred.com	
10376400	Select Medical Corporation	Select Specialty Hospital - Palm Beach	3060 Melaleuca Ln, Lake Worth, FL 33461	70-43-44-30-22-000-0000	0.20% GROSS	\$ 340,795	Theresa Hackman	4714 Gettysburg Road, Mechanicsburg, PA 17055	Thackman@selectmedical.com	
12009000	Tenet Healthcare	Delray Medical Center	5352 Linton Blvd, Delray Beach, FL 33484	12-42-46-26-00-000-1040	0.20% GROSS	\$ 7,572,958	Michelle Cartwright	5352 Linton Boulevard Delray Beach, FL 33484	Michelle.cartwright@tenethealth.com, diana.strupp@tenethealth.com, Sam.Harris@tenethealth.com	
				74-43-43-15-19-001-0010	0.20% GROSS	\$ 4,238,583	Michelle Cartwright	5352 Linton Boulevard Delray Beach, FL 33484	Michelle.cartwright@tenethealth.com; diana.strupp@tenethealth.com; Sam.Harris@tenethealth.com	
10152400	Tenet Healthcare	Good Samaritan Medical Center	1309 N Flagler Dr, West Palm Beach, FL 33401							
				52-43-42-07-41-001-0000	0.20% GROSS	\$ 3,834,818	Michelle Cartwright	5352 Linton Boulevard Delray Beach, FL 33484	Michelle.cartwright@tenethealth.com; diana.strupp@tenethealth.com; Sam.Harris@tenethealth.com	
10210500	Tenet Healthcare	Palm Beach Gardens Medical Center	3360 Burns Rd, Palm Beach Gardens, FL 33410							
				74-43-43-04-33-002-0010	0.20% GROSS	\$ 4,843,252	Michelle Cartwright	5352 Linton Boulevard Delray Beach, FL 33484	Michelle.cartwright@tenethealth.com, diana.strupp@tenethealth.com, Sam.Harris@tenethealth.com	
10148600	Tenet Healthcare	St Mary's Medical Center	901 45th St, West Palm Beach, FL 33407							
				00-42-47-19-20-002-0000	0.20% GROSS	\$ 2,604,443	Michelle Cartwright	5352 Linton Boulevard Delray Beach, FL 33484	Michelle.cartwright@tenethealth.com, diana.strupp@tenethealth.com, Sam.Harris@tenethealth.com	
12024300	Tenet Healthcare	West Boca Medical Center	21644 State Rd. 7, Boca Raton, FL 33428							
10213000	UHS	Wellington Regional Medical Center	10101 Forest Hill Blvd, Wellington, FL 33414	73-42-43-27-05-018-0204	0.20% GROSS	\$ 3,438,552	Pam Tahan	10101 Forest Hill Blvd, Wellington, FL 33414	Pam.Tahan@uhsinc.com; gary.branum@uhsinc.com; merrick5.Morgan@uhsinc.com	

County Phone Number: 561-355-2996

BCC Address: Palm Beach County Commissioner's Office located at 301 N. Olive Avenue West Palm Beach, FL 33401

Ordinance Date: August 26, 2021

Resolution Date: September 13, 2022

Disability Contact: Palm Beach County at 561-355-2754 or e-mail at pbcaccessibility@pbcgov.org

Mandatory Payments Due Date: October 15, 2021

**FIRST AMENDMENT**

**FIRST AMENDMENT TO  
INTERLOCAL AGREEMENT RELATING TO ADMINISTRATION OF  
THE LOCAL PROVIDER PARTICIPATION FUND  
BY AND BETWEEN  
THE HEALTH CARE DISTRICT OF PALM BEACH COUNTY AND  
PALM BEACH COUNTY**

**THIS FIRST AMENDMENT TO INTERLOCAL AGREEMENT RELATING TO THE LOCAL PROVIDER PARTICIPATION FUND (R2021 1369, "Interlocal Agreement")** is made and entered into on \_\_\_\_\_, 2022, by and between the Health Care District of Palm Beach County, a political subdivision of the State of Florida, hereinafter the DISTRICT or HCD, and Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter COUNTY. The DISTRICT and COUNTY shall be collectively referred to as "Parties" or individually as a "Party".

**RECITALS**

**WHEREAS**, the parties entered into an Interlocal Agreement on September 14, 2021 ("Effective Date"), authorizing the DISTRICT to act on the COUNTY's behalf as the Assessment Coordinator to administer the Assessment provided for in the County's Local Provider Participation Fund Ordinance for a term of one year with an option to renew for four (4) additional one-year terms; and

**WHEREAS**, the need exists to amend the Interlocal Agreement to update contact information and to exercise the first renewal option.

**NOW, THEREFORE**, the DISTRICT 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:

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. The second sentence of **SECTION 3. REPRESENTATIVE AND CONTRACT MONITOR** of the Interlocal Agreement is amended to read as follows:

The County's representative and contract monitor during the performance of this Interlocal Agreement will be Reginald Duren, Assistant County Administrator, whose telephone number is 561-355-3838.

3. **SECTION 8. TERM** of the Interlocal Agreement is replaced in its entirety with the following:

The term of the Interlocal Agreement shall commence upon the Effective Date and continue in effect for two years with an option to renew for three (3) additional one-year terms, at the sole discretion of the County. The Interlocal Agreement may be terminated by either party without cause by written notice of termination to the other party provided at least six (6) months before the annual anniversary of the Effective Date, with the termination becoming effective on the annual anniversary of the Effective Date.

4. All other provisions of the Interlocal Agreement not modified in this First Amendment remain in full force and effect. In the event of any conflict between the terms and conditions of this First Amendment and the terms and conditions of the Interlocal Agreement, this First Amendment shall prevail. Whenever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between the provisions of the various documents.

5. This First Amendment may be executed in two or more counterparts, each of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument. Electronically affixed or electronically transmitted copies of signatures shall be deemed as original signatures.

*Remainder of Page Left Blank Intentionally*



IN WITNESS WHEREOF, the undersigned Parties made and executed this Agreement on the day and year first written above.

ATTEST:

Joseph Abruzzo  
Clerk of the Court & Comptroller

PALM BEACH COUNTY, FLORIDA, BY  
ITS BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Robert S. Weinroth, Mayor

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

By: \_\_\_\_\_  
County Attorney

By: \_\_\_\_\_  
Reginald Duren, Assistant County Administrator

HEALTH CARE DISTRICT OF PALM BEACH  
COUNTY

DocuSigned by:  
By: Darcy J. Davis  
Darcy J. Davis  
Chief Executive Officer

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY

DocuSigned by:  
By: Bernabe A. Icaza  
General Counsel  
Health Care District of Palm Beach County