

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: July 2, 2025

[] Consent [] Regular
[] Ordinance [X] Public Hearing

Department: County Administration

I. EXECUTIVE BRIEF

Motion and Title: Staff seeks motion to:

A) adopt an Emergency Ordinance of the Board of County Commissioners of Palm Beach County, Florida, (BCC) amending "Section 2. Applicability" of the "Palm Beach County Local Provider Participation Fund Ordinance", (R2021-024) (LPPF Ordinance), by adding three (3) additional nonpublic hospitals that will be subject to the special assessment; providing for repeal of laws in conflict; providing for severability; providing for inclusion in the code of laws and ordinances; providing for captions; and providing for an effective date, and **waive the notice requirements of section 125.66(2), Florida Statutes by a four-fifths vote of the membership of the BCC, declaring that an emergency exists and that the immediate enactment of this Ordinance is necessary;**

B) approve two (2) indemnification agreements with: 1) Boynton Beach Florida Behavioral Health Hospital Company, LLC and 901 45th Street West Palm Beach Florida Behavioral Health Hospital Company, LLC; and 2) PAM Rehabilitative Hospital of Jupiter LLC;

C) approve a Fourth Amendment to an Interlocal Agreement entered into on September 14, 2021, (R2021-1369), between the County and the Health Care District of Palm Beach County, (the District), exercising the fourth and final one (1)-year renewal option for the provision of administrative services to coordinate the special assessment authorized by the LPPF Ordinance with the Florida Agency for Health Care Administration (AHCA) at no cost to the County; and

D) adopt an Emergency Resolution of the BCC establishing Non-ad valorem Special Assessments pursuant to the LPPF Ordinance, as amended, for FY 2025-26 for the purpose of benefitting assessed hospital properties through enhanced Medicaid payments, and **waive any and all notice requirements by a four-fifths vote of the membership of the BCC, declaring that an emergency exists and that the immediate enactment of this Resolution is necessary.**

Summary: On August 26, 2021, the BCC adopted the LPPF Ordinance (R2021-024), which provides for non-ad valorem special assessments to be imposed by the County on all nonpublic hospitals within Palm Beach County's jurisdiction (the Hospitals). The LPPF Ordinance requires the Hospitals to pay a uniform, non-ad valorem special assessment, set annually by resolution approved by the BCC. **No County funds are required.** Countywide (HH) Continued on pg. 3.

Background and Policy Issues: Continued on Page 3.

Attachments:

1. Proposed Emergency Ordinance R2025-_____
2. Ordinance R2021-024
3. Indemnification Agreement with Boynton Beach Florida and 901 45th Street Behavioral Health Hospital Companies
4. Indemnification Agreement with PAM Rehabilitative Hospital of Jupiter
5. Fourth Amendment to Interlocal Agreement with the District
6. Resolution Establishing Non-ad valorem Special Assessments

Recommended By: N/A
Department Director Date

Approved By: [Signature] 7/1/2025
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2025	2026	2027	2028	2029
Capital Expenditures					
Operating Costs					
External Revenues					
Program Income(County)					
In-Kind Match(County)					
NET FISCAL IMPACT	0	0	0	0	0
#ADDITIONAL FTE					
POSITIONS (CUMULATIVE)					

Is Item Included in Current Budget? Yes ☐ No ☒
Does this item include the use of state funds? Yes ☐ No ☒
Does this item include the use of federal funds? Yes ☐ No ☒

Budget Account No:

Fund Agency Organization Object

B. Recommended Sources of Funds/Summary of Fiscal Impact:
No Fiscal Impact

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

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

ABDell 6/5/25 Brenda Mack 6/5/25
OFMB JPA 6/5 Contract Development and Control 26 6/5/25
6/5

B. Legal Sufficiency:

Helewe C. Howard 6-27-25
Assistant County Attorney

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.

Summary (cont'd.): Funds collected by the County through the LPPF assessments are sent to AHCA by the District, through intergovernmental transfers, as the non-federal share of increased Medicaid managed care payments facilitated under Florida's hospital Directed Payment Program (DPP). Through the DPP, AHCA makes 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. Without these increased payments, it is estimated that local hospitals would incur over \$100 million in uncovered Medicaid costs annually, or .60 cents on each dollar of coverage rendered to a Medicaid patient. The LPPF program leverages federal dollars, which helps to close the gap related to the uncompensated portion of Medicaid reimbursements.

An amendment to the LPPF Ordinance is necessary because three (3) new nonpublic hospitals have been licensed in Palm Beach County since adoption of the LPPF Ordinance and the 2024 Resolution establishing the special assessments. The new hospitals are entering into indemnification agreements with the County to protect the County from any and all liability as a result of, or in any way connected with, the enactment, application, or enforcement of the LPPF Ordinance or special assessment resolution. The District will continue to administer the LPPF Ordinance for FY 2025-26 pursuant to a Fourth Amendment to the Interlocal Agreement between the BCC and the District, which is also being presented to the BCC for approval.

Historically, the annual Resolution establishing the special assessment rate to be imposed on the Hospitals has been presented to the BCC in September. This year, the Resolution is being presented in July due to the President of the United States' proposed One Big Beautiful Bill, which would freeze provider assessment rates where they are at the time of the Beautiful Bill's adoption. The Hospitals are asking the BCC to approve a proposed assessment rate that may need to be adjusted downward in September of 2025, once a more accurate assessment rate for 2025-26 is able to be calculated. Due to the Hospitals' request that the BCC expedite adoption of the ordinance adding the three (3) new hospitals, and the Resolution setting the special assessment rate, an emergency meeting of the BCC has been called to consider adoption of the Emergency Ordinance amending the LPPF Ordinance. **A four-fifths vote is required for approval of the Emergency Ordinance pursuant to section 125.66(4), Florida Statutes (2024), in order to waive the notice requirements of section 125.66(2), and declare that an emergency exists and that the immediate enactment of this Emergency Ordinance and Emergency Resolution is necessary.**

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 covers only 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 first received CMS approval of its proposal for its hospital Medicaid-shortfall directed payment arrangement on April 26, 2021. The non-federal share of the program is obtained, in part, through non-ad valorem assessments levied on each participating hospital in Palm Beach County, as described in the LPPF Ordinance. An annual resolution sets the special assessment rate, and the District coordinates the special assessments with AHCA.

EMERGENCY ORDINANCE NO. 2025-_____

AN EMERGENCY ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, AMENDING "SECTION 2. APPLICABILITY" OF THE "PALM BEACH COUNTY LOCAL PROVIDER PARTICIPATION FUND ORDINANCE", (R2021-024), BY ADDING THREE ADDITIONAL NONPUBLIC HOSPITALS THAT WILL BE SUBJECT TO THE SPECIAL ASSESSMENT; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF LAWS AND ORDINANCES; PROVIDING FOR CAPTIONS; AND PROVIDING FOR AN EFFECTIVE DATE, AND WAIVING THE NOTICE REQUIREMENTS OF SECTION 125.66(2), FLORIDA STATUTES BY A FOUR-FIFTHS VOTE OF THE MEMBERSHIP OF THE BCC, DECLARING THAT AN EMERGENCY EXISTS AND THAT THE IMMEDIATE ENACTMENT OF THIS ORDINANCE IS NECESSARY.

1 WHEREAS, on August 26, 2021, the Palm Beach County Board of County
2 Commissioners (BCC) adopted the Palm Beach County Local Provider Participation Fund
3 Ordinance (R2021-024), which provides for a non-ad valorem special assessment to be imposed
4 by the County on all nonpublic hospitals within Palm Beach County's jurisdiction (Hospitals);
5 and

6 WHEREAS, Hospitals annually provide millions of dollars of uncompensated care to
7 persons who qualify for Medicaid because Medicaid, on average, covers only 60% of the costs
8 of the health care services actually provided by Hospitals to Medicaid-eligible persons, leaving
9 hospitals with significant uncompensated costs ("Medicaid shortfall"); and

10 WHEREAS, the State of Florida received federal authority to establish the Statewide
11 Medicaid Managed Care hospital-directed payment program (DPP) to offset hospitals' Medicaid
12 shortfall and improve quality of care provided to Florida's Medicaid population; and

13 WHEREAS, impacted Hospitals asked Palm Beach County to enact an Ordinance
14 imposing a special assessment on certain real property owned or leased by the Hospitals to help
15 finance the non-federal share of the State's Medicaid program, in exchange for which each
16 Hospital agreed to indemnify the County for any and all liability of any kind resulting from
17 enactment, application, or enforcement of this Ordinance, or agreed not to object to or challenge
18 the enactment, application, or enforcement of the Ordinance and Resolution in any administrative
19 or legal action; and

20 WHEREAS, the only properties assessed are the real property sites of such Hospitals;
21 and

1 **WHEREAS**, three additional nonpublic hospitals within Palm Beach County have been
2 licensed since the adoption of the Local Provider Participation Fund Ordinance and the most
3 recent Annual Final Assessment Resolution in September of 2024, and these three hospitals need
4 to be added to the Local Provider Participation Fund Ordinance; and

5 **WHEREAS**, the Board of County Commissioners of Palm Beach County, pursuant to its
6 authority under the Florida Constitution, Article VIII, Section 1(g), Section 125.01, Florida
7 Statutes, and the Palm Beach County Charter, hereby amends the Palm Beach County Local
8 Provider Participation Fund Ordinance; and

9 **WHEREAS**, the Board of County Commissioners has called a special meeting to
10 consider this Emergency Ordinance pursuant to Section 125.66(4), Florida Statutes (2024), and
11 has waived the notice requirements of section 125.66(2), Florida Statutes (2024), by a four-fifths
12 vote of the membership of the BCC, declaring that an emergency exists and that the immediate
13 enactment of this Ordinance is necessary.

14 **NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY**
15 **COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA**, that:

16
17 **SECTION 1. AMENDMENT OF SECTION 2. APPLICABILITY**

18 SECTION 2. APPLICABILITY of the Local Provider Participation Fund Ordinance is
19 hereby amended by adding the following three nonpublic hospitals to that Section:

20 NeuroBehavioral Hospitals of the Palm Beaches North, 901 45th Street, West Palm Beach, FL
21 33407

22 NeuroBehavioral Hospitals of the Palm Beaches South, 4905 Park Ridge Blvd., Boynton Beach,
23 FL 33426

24 PAM Rehabilitation Hospital of Jupiter, 5075 Innovation Way, Jupiter, FL 33458
25

26 **SECTION 2. REPEAL OF LAWS IN CONFLICT:**

27 All local laws and ordinances in conflict with any provisions of this Ordinance are hereby
28 repealed to the extent of such conflict.

SECTION 3. SEVERABILITY:

If any section, paragraph, sentence, clause, phrase, or word of this Ordinance is for any reason held by a Court of competent jurisdiction to be unconstitutional, inoperative, or void, such holding shall not affect the remainder of this Ordinance.

SECTION 4. INCLUSION IN THE CODE OF LAWS AND ORDINANCES:

The provisions of this Ordinance shall become and be made a part of the Palm Beach County Code. The sections of this Ordinance may be renumbered or relettered to accomplish such, and the word Ordinance may be changed to section, article, or other appropriate word.

SECTION 5. CAPTIONS:

The captions, section headings, and section designations used in this Ordinance are for convenience only and shall have no effect on the interpretation of the provisions of this Ordinance.

SECTION 6. EFFECTIVE DATE:

The provisions of this Ordinance shall become effective upon filing with the Department of State.

THE NOTICE REQUIREMENTS OF SECTION 125.66(2) ARE HEREBY WAIVED BECAUSE AN EMERGENCY EXISTS AND THE IMMEDIATE ENACTMENT OF THIS ORDINANCE IS NECESSARY.

APPROVED and ADOPTED by the Board of County Commissioners of Palm Beach County, Florida, on this the ____ day of _____, 2025.

**JOSEPH ABRUZZO, CLERK OF
COURT AND COMPTROLLER**

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

By: _____
Deputy Clerk

By: _____
Maria G. Marino, Mayor

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: *Helene C. Strigol*
County Attorney

EFFECTIVE DATE: Filed with the Department of State on the ____ day of _____, 2025.

ORDINANCE NO. 2021-024

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, ESTABLISHING THE "PALM BEACH COUNTY LOCAL PROVIDER PARTICIPATION FUND ORDINANCE"; PROVIDING FOR A TITLE; PROVIDING FOR APPLICABILITY; PROVIDING FOR DEFINITIONS; PROVIDING FOR PURPOSE; PROVIDING FOR ALTERNATIVE METHOD; PROVIDING FOR ASSESSMENT; PROVIDING FOR COMPUTATION OF ASSESSMENT; PROVIDING FOR ASSESSMENT RESOLUTION; PROVIDING FOR NON-AD VALOREM ASSESSMENT ROLL; PROVIDING FOR NOTICE BY PUBLICATION; PROVIDING FOR NOTICE BY MAIL; PROVIDING FOR ADOPTION OF ASSESSMENT RESOLUTION AND NON-AD VALOREM ASSESSMENT ROLL; PROVIDING FOR ANNUAL FINAL ASSESSMENT RESOLUTION; PROVIDING FOR EFFECT OF ANNUAL FINAL ASSESSMENT RESOLUTION; PROVIDING FOR METHOD OF COLLECTION; PROVIDING FOR REFUNDS; PROVIDING FOR ENFORCEMENT; PROVIDING FOR INDEMNIFICATION; PROVIDING FOR CORRECTION OF ERRORS AND OMISSIONS; PROVIDING FOR LIMITATIONS ON SURCHARGES; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF LAWS AND ORDINANCES; PROVIDING FOR CAPTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

1 WHEREAS, the hospitals within Palm Beach County's jurisdiction (Hospitals), annually
2 provide millions of dollars of uncompensated care to persons who qualify for Medicaid because
3 Medicaid, on average, covers only 60% of the costs of the health care services actually provided
4 by Hospitals to Medicaid-eligible persons, leaving hospitals with significant uncompensated
5 costs ("Medicaid shortfall"); and

6 WHEREAS, the State of Florida received federal authority to establish the Statewide
7 Medicaid Managed Care hospital-directed payment program (DPP) to offset hospitals' Medicaid
8 shortfall and improve quality of care provided to Florida's Medicaid population; and

9 WHEREAS, impacted Hospitals have asked Palm Beach County to enact an Ordinance
10 imposing a special assessment on certain real property owned or leased by the Hospitals to help
11 finance the non-federal share of the State's Medicaid program, in exchange for which each
12 Hospital agrees to indemnify the County for any and all liability of any kind resulting from
13 enactment, application, or enforcement of this Ordinance, or agrees not to object to or challenge
14 the enactment, application, or enforcement of the Ordinance and Resolution in any administrative
15 or legal action; and

16 WHEREAS, the only properties to be assessed are the real property sites of such
17 Hospitals; and

1 **WHEREAS**, the County recognizes that one or more Hospitals within the County's
2 boundaries may be located upon real property leased from governmental entities and that such
3 Hospitals may be assessed because courts do not make distinctions on the application of special
4 assessments based on "property interests" but rather on the distinction of the classifications of
5 real property being assessed; and

6 **WHEREAS**, the funding raised by the County assessment will, through
7 intergovernmental transfers ("IGTs") provided consistent with federal guidelines, support
8 additional funding for Medicaid payments to Hospitals to address the Medicaid shortfall; and

9 **WHEREAS**, the Hospital properties assessed will benefit directly and specially from the
10 assessment as a result of the above-described additional funding provided to said Hospitals; and

11 **WHEREAS**, a logical relationship exists between the Medicaid services provided by the
12 Hospitals, which will be supported by the assessment, and the special and particular benefit to
13 the real property of the Hospitals; and

14 **WHEREAS**, the County has an interest in promoting access to health care for its low-
15 income and under-insured residents; and

16 **WHEREAS**, leveraging additional federal support through the above-described IGTs to
17 fund payments to the Hospitals for health care services provided to Medicaid-eligible persons
18 directly and specifically benefits the Hospitals' properties and supports their continued ability to
19 provide those services; and

20 **WHEREAS**, the assessment ensures the financial stability and viability of the Hospitals
21 providing such Medicaid services; and

22 **WHEREAS**, the Hospitals are important contributors to the overall County's economy,
23 and the financial benefit to these Hospitals directly and specifically supports their mission, as
24 well as their ability to grow, expand, and maintain their facilities in concert with the population
25 growth in the County; and

26 **WHEREAS**, the County is proposing a properly apportioned assessment by which all
27 Hospitals will be assessed a uniform amount that is compliant with 42 C.F.R. § 433.68(d); and

28 **WHEREAS**, the Board of County Commissioners of Palm Beach County, pursuant to its
29 authority under the Florida Constitution, Article VIII, Section 1(g), Section 125.01, Florida
30 Statutes, and the Palm Beach County Charter, hereby adopts the Palm Beach County Local
31 Provider Participation Fund Ordinance; and

1 WHEREAS, the Board of County Commissioners has conducted a duly noticed public
2 hearing to consider this Ordinance in accordance with Section 125.66, Florida Statutes.

3 NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY
4 COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, that:

5
6 **SECTION 1. TITLE:**

7 This Ordinance shall be titled the Palm Beach County Local Provider Participation Fund
8 Ordinance.

9
10 **SECTION 2. APPLICABILITY:**

11 This Ordinance shall be applicable to the following properties where all nonpublic hospitals in
12 the County are located:

13 Bethesda Hospital East, 2815 S. Seacrest Blvd., Boynton Beach, Florida 33435

14 Boca Raton Regional Hospital, 800 Meadows Rd., Boca Raton, Florida 33486

15 Delray Medical Center, 5352 Linton Blvd., Delray Beach, Florida 33484

16 Good Samaritan Medical Center, 1309 N. Flagler Dr., West Palm Beach, Florida 33401

17 JFK Medical Center, 5301 S. Congress Ave., Atlantis, Florida 33462

18 Jupiter Medical Center, 1210 S. Old Dixie Hwy., Jupiter, Florida 33458

19 Kindred Hospital The Palm Beaches, 5555 W. Blue Heron Blvd., Riviera Beach, Florida 33418

20 Palm Beach Gardens Medical Center, 3360 Burns Rd., Palm Beach Gardens, Florida 33410

21 Palms West Hospital, 13001 Southern Blvd., Loxahatchee, Florida 33470

22 Select Specialty Hospital – Palm Beach, 3060 Melaleuca Lane, Lake Worth, Florida 33461

23 St. Mary's Medical Center, 901 45th St., West Palm Beach, Florida 33407

24 Wellington Regional Medical Center, 10101 Forest Hill Blvd., Wellington, Florida 33414

25 West Boca Medical Center, 21644 State Rd. 7, Boca Raton, Florida 33428

26

27 **SECTION 3. DEFINITIONS:**

28 As used in this Ordinance, unless some other meaning is plainly intended:

29 *Annual Final Assessment Resolution* means the resolution that provides the final
30 proceeding for the imposition of an Assessment, and establishes the rate for the non-ad valorem
31 assessment for a specific Fiscal Year.

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

4 *Assessment* means a non-ad valorem special assessment imposed by the County on
5 Institutional Health Care Providers located in the County limits to fund the non-federal share of
6 Medicaid and Medicaid managed care payments directed to hospitals providing Local Services
7 in the County.

8 *Assessment Coordinator* means the person appointed to administer the Assessment
9 imposed pursuant to this Article, or such person's designee.

10 *Assessment Resolution* means the resolution describing the Medicaid payments proposed
11 for funding from proceeds of the assessment, benefits to the assessed property, and the methods
12 of computation, payment, and collection of the Assessment.

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

14 *Charter* means the Charter of Palm Beach County, Florida.

15 *Comptroller* means the Palm Beach County Clerk of the Circuit Court and Comptroller,
16 or other such person as may be duly authorized to act on such person's behalf.

17 *County* means Palm Beach County, Florida.

18 *Fiscal Year* means the period commencing on October 1 of each year and continuing
19 through the next succeeding September 30.

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

22 *Local Services* means the provision of inpatient and outpatient hospital services to
23 Medicaid, indigent, and uninsured members of the Palm Beach County community.

24 *Local Provider Participation Fund* means a separate account into which funds collected
25 from the Non-Ad Valorem assessment are deposited.

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

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

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

30 **SECTION 4. PURPOSE:**

31 The non-ad valorem special assessment authorized by this Ordinance shall be imposed,
32 levied, collected, and enforced against Assessed Properties located within the County. Proceeds

1 from the Assessment shall be used to benefit Assessed Properties through enhanced Medicaid
2 payments for Local Services. When imposed, the Assessment shall constitute a lien upon the
3 Assessed Properties equal in rank and dignity with the liens of all state, county, district, or
4 municipal taxes and other non-ad valorem assessments. Failure to pay may cause foreclosure
5 proceedings to commence, which could result in loss of title. The Assessment shall be computed
6 and assessed only in the manner provided in this Ordinance.

7

8 **SECTION 5. ALTERNATIVE METHOD:**

9 This Ordinance shall be deemed to provide an additional and alternative method, as
10 specified in section 197.3631, Florida Statutes, for the assessment and collection of the non-ad
11 valorem special assessment described herein. The Ordinance shall be regarded as supplemental
12 and additional to powers conferred by other laws and shall not be regarded as in derogation of
13 any powers now existing, or which may exist hereafter. This Ordinance, being necessary for the
14 health, safety, and welfare of the inhabitants of the County, shall be liberally construed to effect
15 the purposes hereof.

16

17 **SECTION 6. ASSESSMENT:**

18 Pursuant to section 125.01(r), Florida Statutes, the Board is authorized to create a non-ad
19 valorem special assessment that shall be imposed, levied, collected, and enforced against
20 Assessed Property to fund the non-federal share of Medicaid payments benefitting Assessed
21 Properties providing Local Services in the County. Funds generated as a result of the Assessment
22 shall be held in a separate account called the Local Provider Participation Fund and shall be
23 available to be used only to (1) provide to the Florida Agency for Health Care Administration
24 the non-federal share for Medicaid payments to be made directly or indirectly in support of
25 hospitals serving Medicaid beneficiaries and (2) reimburse the County for administrative costs
26 associated with the implementation of the Assessment authorized by this Ordinance, as further
27 specified in the Assessment Resolution.

28 The Assessment will be broad based, and the amount of the Assessment must be
29 uniformly imposed on each Assessed Property. The Assessment may not hold harmless any
30 Institutional Health Care Provider, as required under 42 U.S.C. § 1396b(w). The Assessment
31 shall constitute a lien upon the Assessed Properties equal in rank and dignity with the liens of all
32 state, county, district, or municipal taxes and other non-ad valorem assessments

1 Creation and implementation of the Assessment will not result in any additional
2 pecuniary obligation on the County, Board, or County residents. The Assessment shall be
3 imposed, levied, collected, and enforced against only Assessed Properties, and the Assessment
4 Resolution shall provide that the County's administrative costs shall be reimbursed from the
5 collected amounts. The County's administrative costs shall not exceed \$300,000. Any reasonable
6 expenses the County incurs to collect delinquent assessments, including any attorney's fees
7 incurred as a result of contracting with an attorney to represent the County in seeking and
8 enforcing the collection of delinquent assessments, are not subject to the limitation on
9 administrative costs.

10

11 **SECTION 7. COMPUTATION OF ASSESSMENT:**

12 The annual Assessment shall be specified for each Assessed Property. The Board shall
13 set the Assessment in amounts that in the aggregate will generate sufficient revenue to fund the
14 non-federal share of Medicaid payments associated with Local Services to be funded by the
15 Assessment.

16 The amount of the Assessment required of each Assessed Property may not exceed an
17 amount that, when added to the amount of other required assessments, equals an amount of
18 revenue that exceeds the maximum percent of the aggregate net patient revenue of all Assessed
19 Hospitals in the County permitted by 42 C.F.R. § 433.68(f)(3)(i)(A). Assessments for each
20 Assessed Property will be derived from data contained in the hospital cost reports and/or the
21 Florida Hospital Uniform Reporting System, as available from the Florida Agency for Health
22 Care Administration.

23

24 **SECTION 8. ASSESSMENT RESOLUTION:**

25 The Assessment Resolution shall describe (a) the Medicaid payments proposed for
26 funding from proceeds of the Assessment; (b) the benefits to the Assessed Properties associated
27 with the Assessment; (c) the methodology for computing the assessed amounts; and (d) the
28 method of collection, including how and when the Assessment is to be paid.

29

30

31 **SECTION 9. NON-AD VALOREM ASSESSMENT ROLL:**

1 The Assessment Coordinator shall prepare, or direct the preparation of, the Non-Ad
2 Valorem Assessment Roll, which shall contain the following:

- 3 a) The names of the Assessed Properties; and
4 b) The Assessment rate and amount of the Assessment to be imposed against each Assessed
5 Property based on the Assessment Resolution.

6 The Non-Ad Valorem Assessment Roll shall be retained by the Assessment Coordinator
7 and shall be open to public inspection.

8

9 **SECTION 10. NOTICE BY PUBLICATION:**

10 Upon completion of the Non-Ad Valorem Assessment Roll, the Assessment Coordinator
11 shall publish once in a newspaper of general circulation within the County a notice stating that
12 the Board, at a regular, adjourned, or special meeting on a certain day and hour, not earlier than
13 20 calendar days from such publication, will hear objections of all interested persons to approve
14 the aforementioned Non-Ad Valorem Assessment Roll. Such notice shall include:

- 15 a) The Assessment rate;
16 b) The procedure for objecting to the Assessment rate;
17 c) The method by which the Assessment will be collected; and
18 d) A statement that the Non-Ad Valorem Special Assessment Roll is available for inspection
19 at the Office of the Assessment Coordinator.

20

21 **SECTION 11. NOTICE BY MAIL:**

22 In addition to the published notice required above, but only for the first fiscal year in
23 which an Assessment is imposed by the Board against Assessed Properties, the Assessment
24 Coordinator shall provide notice of the proposed Assessment by first class mail to the Assessed
25 Properties. Such notice shall include:

- 26 a) The purpose of the Assessment;
27 b) The Assessment rate to be levied against each Assessed Property;
28 c) The unit of measurement applied to determine the Assessment;
29 d) The total revenue to be collected by the County from the Assessment;
30 e) A statement that failure to pay the Assessment will cause a tax certificate to be issued
31 against the property or foreclosure proceedings, either of which may result in a loss of
32 title to the property;

- 1 f) A statement that all affected and/or interested parties have a right to appear at the hearing
2 and to file written objections with the Board within 20 days of the notice; and
3 g) The date, time, and place of the hearing.

4 Notice shall be mailed at least 20 calendar days prior to the hearing to each Assessed
5 Property at such address as is shown on the Assessment Roll. Notice shall be deemed mailed
6 upon delivery thereof to the possession of the United States Postal Service. The Assessment
7 Coordinator may provide proof of such notice by affidavit. Failure of the Assessed Property to
8 receive such notice, because of mistake or inadvertence, shall not affect the validity of the
9 Assessment Roll or release or discharge any obligation for payment of the Assessment imposed
10 by the Board pursuant to this Article.

11

12 **SECTION 12. ADOPTION OF ASSESSMENT RESOLUTION AND NON-AD**
13 **VALOREM ASSESSMENT ROLL:**

14 At the time named in the notice, the Board shall receive and consider any objections of
15 interested persons. At the date and time named in the notice, the Board may adopt the Assessment
16 Resolution and Non-Ad Valorem Assessment Roll which shall:

- 17 a) Set the rate of the Assessment to be imposed;
18 b) Approve the Non-Ad Valorem Assessment Roll, with such amendments as it deems just
19 and right; and
20 c) Affirm the method of collection.

21

22 **SECTION 13. ANNUAL FINAL ASSESSMENT RESOLUTION:**

23 The Board may revise the Non-Ad Valorem Assessment Roll during the Fiscal Year to
24 modify the Assessment rate. However, the Board must adopt an Annual Final Assessment
25 Resolution during the Fiscal Year to memorialize the final rate applicable for the Fiscal Year.

26

27 **SECTION 14. EFFECT OF ANNUAL FINAL ASSESSMENT RESOLUTION:**

28 The adoption of the Annual Assessment Resolution or, where applicable, the Annual
29 Final Assessment Resolution, shall be the final adjudication of the issues presented (including,
30 but not limited to, the method of apportionment and Assessment, the Assessment rate, the initial
31 rate of Assessment, the Non-Ad Valorem Assessment Roll, and the levy and lien of the
32 Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure

1 relief within 20 days from the date of Board action on the Annual Final Assessment Resolution.
2 The Non-Ad Valorem Assessment Roll shall be delivered to the Tax Collector or such other
3 official as the Board by resolution shall designate.
4

5 **SECTION 15. METHOD OF COLLECTION:**

6 The amount of the assessment is to be collected pursuant to the Alternative Method, as
7 specified in the Assessment Resolution.
8

9 **SECTION 16. REFUNDS:**

10 If, at the end of the Fiscal Year, additional amounts remain in the Local Provider
11 Participation Fund, the Board is hereby authorized to make refund to Assessed Properties in
12 proportion to amounts paid in during the Fiscal Year for all or a portion of the unutilized Local
13 Provider Participation Fund.
14

15 **SECTION 17. ENFORCEMENT:**

16 In addition to other remedies available at law or equity, the enforcement of the aforesaid
17 Assessment shall be at the same time and in like manner as ad valorem taxes and subject to all
18 ad valorem tax enforcement procedures afforded to the official annual real property tax notice.
19 This Ordinance is enforceable by all means provided by law, including but not limited to suit in
20 a court of competent jurisdiction by mandamus or other appropriate proceedings or actions.
21

22 **SECTION 18. INDEMNIFICATION**

23 The Hospitals that are subject to this Ordinance have requested adoption of this Ordinance
24 and have given assurances to the County that the objectives and procedures addressed in this
25 Ordinance are proper and lawful. Accordingly, the Hospitals that are the subject of this
26 Ordinance shall execute an agreement regarding liability and/or indemnification and hold
27 harmless prior to adoption of this Ordinance. The County has sole discretion to determine an
28 acceptable form of these agreements.
29

30 **SECTION 19. CORRECTION OF ERRORS AND OMISSIONS:**

1 No act of error or omission on the part of the Comptroller, Property Appraiser, Tax
2 Collector, Assessment Coordinator, Board, or their deputies or employees shall operate to release
3 or discharge any obligation for payment of the Assessment imposed by the Board.

4

5 **SECTION 20. LIMITATIONS ON SURCHARGES:**

6 Payments made by Assessed Properties under this Ordinance may not be passed along to
7 patients of the Assessed Property as a surcharge or as any other form of additional patient charge.

8

9 **SECTION 21. REPEAL OF LAWS IN CONFLICT:**

10 All local laws and ordinances in conflict with any provisions of this Ordinance are hereby
11 repealed to the extent of such conflict.

12

13 **SECTION 22. SEVERABILITY:**

14 If any section, paragraph, sentence, clause, phrase, or word of this Ordinance is for any
15 reason held by a Court of competent jurisdiction to be unconstitutional, inoperative, or void, such
16 holding shall not affect the remainder of this Ordinance.

17

18 **SECTION 23. INCLUSION IN THE CODE OF LAWS AND ORDINANCES:**

19 The provisions of this Ordinance shall become and be made a part of the Palm Beach
20 County Code. The sections of this Ordinance may be renumbered or relettered to accomplish
21 such, and the word Ordinance may be changed to section, article, or other appropriate word.

22

23 **SECTION 24. CAPTIONS:**

24 The captions, section headings, and section designations used in this Ordinance are for
25 convenience only and shall have no effect on the interpretation of the provisions of this
26 Ordinance.

27

28 **SECTION 25. EFFECTIVE DATE:**

29 The provisions of this Ordinance shall become effective upon filing with the Department
30 of State.

31

32 APPROVED and ADOPTED by the Board of County Commissioners of Palm Beach
33 County, Florida, on this the 26th day of August, 2021.

1 JOSEPH ABRUZZO, CLERK OF
2 COURT AND COMPTROLLER

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

3
4
5 By:

Deputy Clerk

By:

David Kerner, Mayor

Gregg K Weiss

6
7
8
9 APPROVED AS TO FORM AND
10 LEGAL SUFFICIENCY

11
12
13 By:

County Attorney

14
15
16 EFFECTIVE DATE: Filed with the Department of State on the 3rd day of

17 September, 2021.

INDEMNIFICATION AGREEMENT

THIS INDEMNIFICATION AGREEMENT (the Agreement) is made and entered into this 2nd day of July, 2025 by and between Boynton Beach Florida Behavioral Health Hospital Company, LLC and 901 45TH Street West Palm Beach Florida Behavioral Health Hospital Company, LLC, foreign limited liability companies, authorized to do business in the State of Florida (collectively "Hospital") and Palm Beach County, a political subdivision of the State of Florida, by and through its Board of Commissioners ("County").

WHEREAS, the State of Florida received federal authority to establish the Statewide Medicaid Managed Care hospital-directed payment program to offset hospitals' Medicaid shortfall and improve the quality of care provided to Florida's Medicaid population; and

WHEREAS, Hospital, along with other Hospitals located in Palm Beach County, has asked Palm Beach County to enact an Ordinance imposing a special assessment on certain real property owned or leased by the Hospital to help finance the non-federal share of the State's Medicaid program, in exchange for which Hospital agrees to indemnify the County for any and all liability of any kind resulting from enactment, application, or enforcement of this Ordinance.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, the sufficiency of which is hereby acknowledged by the parties, the Hospital and County agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by reference.
2. **Acknowledgement of Assessment.** Hospital acknowledges that it has requested the County enact the Palm Beach County Local Provider Participation Fund Ordinance (Ordinance) attached hereto as Exhibit A and incorporated herein by reference and the associated assessment resolution (Resolution), for the benefit of Hospital, patients of Hospital, as well as other non-governmental hospitals in Palm Beach County.
3. **Voluntary Agreement and Waiver of Formal Notice.** Hospital acknowledges that Hospital is voluntarily entering this Agreement and supports the passage of the Ordinance and Resolution. The Hospital further agrees not to object to or challenge the enactment, application, or enforcement of the Ordinance and Resolution in any administrative or legal action. The Hospital further agrees to waive actual receipt of formal notice under the Ordinance and Resolution.
4. **Indemnification.** Hospital, its heirs, successors, legal representatives and assigns, hereby agrees to indemnify, defend, and hold County harmless from and against any and all liabilities, damages, penalties, claims, costs, and expenses whatsoever, including attorneys' fees at all levels, which may be imposed upon or asserted against the County, as a result of or in any way connected to the enactment, application or enforcement of

the Ordinance and/or Resolution. This indemnification includes, but is not limited to: any repayment obligation related to the special assessment and/or Ordinance and Resolution, as may be amended; and any Medicaid program claims, fines, fees or penalties, or repayment orders or requirements and the defense of same.

5. **Recordation.** This Agreement shall be recorded in the Public Records of Palm Beach County, Florida.
6. **Remedies.** This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction in Palm Beach County, Florida. No remedy herein conferred is intended to be exclusive of any other remedy, and each and every such remedy shall be accumulative and shall be in addition to every other remedy given hereunder now or hereafter.
7. **Successors and Assigns.** This Agreement shall be binding upon the Hospital and its respective heirs, successors, legal representatives and assigns.
8. **Waiver.** The failure of either party to insist on the strict performance of any of the agreements, terms, covenants and conditions hereof shall not be deemed a waiver of any rights or remedies that said party may have for any subsequent breach, default, or non-performance, and said party's right to insist on strict performance of this Agreement shall not be affected by any previous waiver of course or dealing.
9. **Severability.** If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable by any court of competent jurisdiction, then the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.
10. **Notice.** All notices provided for herein shall be in writing and transmitted by mail or by courier, and, if to the Hospital, shall be mailed or delivered to the Hospital at:

Alexis Altier, Authorized Member
Boynton Beach Florida Behavioral Health Hospital Company, LLC
4905 Park Ridge Blvd.
Boynton Beach, FL 33426

and if to the County, shall be mailed or delivered at:

Palm Beach County
301 North Olive Ave., 11th Floor
West Palm Beach, FL 33401
Attention: Reginald Durren

With a copy to:

Palm Beach County Attorney
301 North Olive Ave., 6th Floor
West Palm Beach, FL 33401

11. **Amendment and Modification.** This Agreement may only be amended, modified, changed, supplemented or discharged by an instrument in writing signed by the parties hereto.
12. **Entirety of Agreement.** The County and the Hospital agree that this Agreement and any Exhibits hereto set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties.
13. **No Third-Party Beneficiary.** No provision of this Agreement is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of County and/or Hospital.

[SIGNATURES ON FOLLOWING PAGE]

ATTEST:

**Joseph Abruzzo, Clerk of the Circuit Court
And Comptroller**

**Palm Beach County, by its Board of
County Commissioners**

By: _____
Deputy Clerk

By: _____
Maria G. Marino, Mayor

Approved as to Form and Legal Sufficiency Approved as to Terms and Conditions

By: *Helene C. D'Amico*
County Attorney

By: *[Signature]*
Reginald Duren, Asst. County Administrator

Witness: *[Signature]*

[Signature]
Hospital
(Signature)

Print name: *Alexis Altier*

Alexis Altier, Authorized Member
On behalf of:
**Boynton Beach Florida Behavioral Health
Hospital Company, LLC, and
901 45th St., West Palm Beach Florida
Behavioral Health Hospital
Company, LLC**

State of Florida

County of Palm Beach

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization
this, 5 day of May, 2025 by Alexis Altier.

Personally known ☒ OR produced identification ☐.

Type of identification produced _____

[Signature]
NOTARY PUBLIC

My Commission Expires: 2/7/2028



KATELYN MARTINEZ
Notary Public
State of Florida
Comm# HH490092
Expires 2/7/2028

(Seal)

INDEMNIFICATION AGREEMENT

THIS INDEMNIFICATION AGREEMENT (the Agreement) is made and entered into this 2nd day of July, 2025 by and between PAM Rehabilitation Hospital of Jupiter LLC, a Foreign limited liability company, authorized to do business in the State of Florida ("Hospital") and Palm Beach County, a political subdivision of the State of Florida, by and through its Board of Commissioners ("County").

WHEREAS, the State of Florida received federal authority to establish the Statewide Medicaid Managed Care hospital-directed payment program to offset hospitals' Medicaid shortfall and improve the quality of care provided to Florida's Medicaid population; and

WHEREAS, Hospital, along with other Hospitals located in Palm Beach County, has asked Palm Beach County to enact an Ordinance imposing a special assessment on certain real property owned or leased by the Hospital to help finance the non-federal share of the State's Medicaid program, in exchange for which Hospital agrees to indemnify the County for any and all liability of any kind resulting from enactment, application, or enforcement of this Ordinance.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, the sufficiency of which is hereby acknowledged by the parties, the Hospital and County agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by reference.
2. **Acknowledgement of Assessment.** Hospital acknowledges that it has requested the County enact the Palm Beach County Local Provider Participation Fund Ordinance (Ordinance) attached hereto as Exhibit A and incorporated herein by reference and the associated assessment resolution (Resolution), for the benefit of Hospital, patients of Hospital, as well as other non-governmental hospitals in Palm Beach County.
3. **Voluntary Agreement and Waiver of Formal Notice.** Hospital acknowledges that Hospital is voluntarily entering this Agreement and supports the passage of the Ordinance and Resolution. The Hospital further agrees not to object to or challenge the enactment, application, or enforcement of the Ordinance and Resolution in any administrative or legal action. The Hospital further agrees to waive actual receipt of formal notice under the Ordinance and Resolution.
4. **Indemnification.** Hospital, its heirs, successors, legal representatives and assigns, hereby agrees to indemnify, defend, and hold County harmless from and against any and all liabilities, damages, penalties, claims, costs, and expenses whatsoever, including attorneys' fees at all levels, which may be imposed upon or asserted against the County, as a result of or in any way connected to the enactment, application or enforcement of the Ordinance and/or Resolution. This indemnification includes, but is not limited to:

any repayment obligation related to the special assessment and/or Ordinance and Resolution, as may be amended; and any Medicaid program claims, fines, fees or penalties, or repayment orders or requirements and the defense of same.

5. **Recordation.** This Agreement shall be recorded in the Public Records of Palm Beach County, Florida.
6. **Remedies.** This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction in Palm Beach County, Florida. No remedy herein conferred is intended to be exclusive of any other remedy, and each and every such remedy shall be accumulative and shall be in addition to every other remedy given hereunder now or hereafter.
7. **Successors and Assigns.** This Agreement shall be binding upon the Hospital and its respective heirs, successors, legal representatives and assigns.
8. **Waiver.** The failure of either party to insist on the strict performance of any of the agreements, terms, covenants and conditions hereof shall not be deemed a waiver of any rights or remedies that said party may have for any subsequent breach, default, or non-performance, and said party's right to insist on strict performance of this Agreement shall not be affected by any previous waiver of course or dealing.
9. **Severability.** If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable by any court of competent jurisdiction, then the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.
10. **Notice.** All notices provided for herein shall be in writing and transmitted by mail or by courier, and, if to the Hospital, shall be mailed or delivered to the Hospital at:

Anthony F. Misitano, Manager
1828 Good Hope Road, Suite 102
Enola, PA 17025

and if to the County, shall be mailed or delivered at:

Palm Beach County
301 North Olive Ave., 11th Floor

West Palm Beach, FL 33401
Attention: Reginald Durren

With a copy to:

Palm Beach County Attorney
301 North Olive Ave., 6th Floor
West Palm Beach, FL 33401

11. **Amendment and Modification.** This Agreement may only be amended, modified, changed, supplemented or discharged by an instrument in writing signed by the parties hereto.
12. **Entirety of Agreement.** The County and the Hospital agree that this Agreement and any Exhibits hereto set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties.
13. **No Third-Party Beneficiary.** No provision of this Agreement is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of County and/or Hospital.

[SIGNATURES ON FOLLOWING PAGE]

ATTEST:

Joseph Abruzzo, Clerk of the Circuit Court
And Comptroller

Palm Beach County, by its Board of
County Commissioners

By: _____
Deputy Clerk

By: _____
Maria G. Marino, Mayor

Approved as to Form and Legal Sufficiency Approved as to Terms and Conditions

By: *Helene C. Hing*
County Attorney

By: *[Signature]*
Reginald Duren, Asst. County Administrator

Witness: *[Signature]*
Print name: Robert Triseck

Hospital
[Signature]
(Signature)
Anthony F. Misitano, Manager
On behalf of:
PAM Rehabilitation Hospital of Jupiter LLC

State of Pennsylvania

County of Cumberland

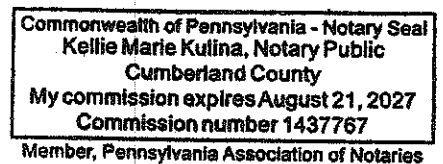
Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization
this, 9 day of May, 2025 by Kellie Marie Kulina.

Personally known ☒ OR produced identification ☐.

Type of identification produced _____.

Kellie Marie Kulina
NOTARY PUBLIC
My Commission Expires:

(Seal)



Attachment 5

FOURTH AMENDMENT

FOURTH 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 FOURTH AMENDMENT TO INTERLOCAL AGREEMENT RELATING TO THE LOCAL PROVIDER PARTICIPATION FUND (R2021 1369, "Interlocal Agreement") is made and entered into on July 2, 2025, 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 (R2021-1369) ("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 parties entered into a First Amendment to the Interlocal Agreement (R2022-1032) ("First Amendment") on September 13, 2022, to update contact information and exercise the first renewal option; and

WHEREAS, the Parties entered into a Second Amendment to the Interlocal Agreement (R2023-1188) ("Second Amendment") on September 12, 2023, to exercise the second renewal option; and

WHEREAS, the Parties entered into a Third Amendment to the Interlocal Agreement (R2024-1153) ("Third Amendment") on September 17, 2024, to exercise the third renewal option; and

WHEREAS, the need exists to amend the Interlocal Agreement to exercise the fourth and final one (1)-year 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. 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 five (5) years. 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.

3. All other provisions of the Interlocal Agreement, the First Amendment, the Second Amendment, and the Third Amendment not modified in this Fourth Amendment remain in full force and effect. In the event of any conflict between the terms and conditions of this Fourth Amendment and the terms and conditions of the Interlocal Agreement, the First Amendment, the Second Amendment, and the Third Amendment, this Fourth 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 Fourth 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 Fourth Amendment on the day and year first written above.

ATTEST:

Joseph Abruzzo
Clerk of the Circuit Court & Comptroller

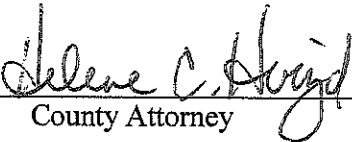
PALM BEACH COUNTY, FLORIDA, BY
ITS BOARD OF COUNTY COMMISSIONERS

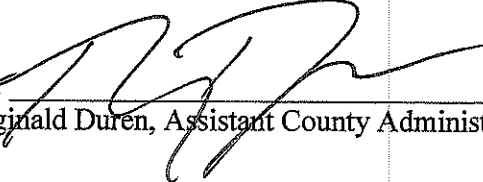
By: _____
Deputy Clerk

By: _____
Maria G. Marino, Mayor

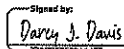
APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

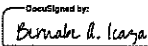
By: 
County Attorney

By: 
Reginald Duren, Assistant County Administrator

HEALTH CARE DISTRICT OF PALM BEACH
COUNTY

By: 
Darcy J. Davis
Chief Executive Officer

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

By: 
General Counsel
Health Care District of Palm Beach County

EMERGENCY RESOLUTION NO. 2025-_____

EMERGENCY 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 (R2021-024, 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, Palm Beach County Code Sec. 2-43.

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 0.82% of gross inpatient revenue and 0.82% of gross outpatient revenue for each Assessed Property as specified in the attached 2025-2026 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 a refund to Assessed Properties, in proportion to amounts paid in during the Fiscal Year, of 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 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. Obligation to Make Payment. Institutional Health Care Providers are under no obligation to make payment until the Centers for Medicare & Medicaid Services (CMS) approves Florida's preprint for the hospital directed payment program (DPP) for the period or periods starting October 1, 2024, and concluding September 30, 2025.

Section 8. Administrative Expenses. The District, as Assessment Coordinator, ay bill and collect an annual 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 in administering the LPPF Ordinance.

Section 9. 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.

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The foregoing emergency 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:

Commissioner Maria G. Marino, Mayor	-	_____
Commissioner Sara Baxter, Vice Mayor	-	_____
Commissioner Gregg K. Weiss	-	_____
Commissioner Joel G. Flores	-	_____
Commissioner Marci Woodward	-	_____
Commissioner Maria Sachs	-	_____
Commissioner Bobby Powell, Jr.	-	_____

**THE NOTICE REQUIREMENTS OF SECTION 125.66(2) ARE HEREBY WAIVED
BECAUSE AN EMERGENCY EXISTS AND THE IMMEDIATE ENACTMENT OF THIS
RESOLUTION IS NECESSARY.**

The Mayor thereupon declared the Emergency Resolution duly passed and adopted this
_____ day of _____, 2025.

ATTEST:
CLERK OF CIRCUIT COURT
AND COMPTROLLER
Joseph Abruzzo

By: _____
Deputy Clerk

Approved as to Form
and Legal Sufficiency:

By: Helene C. Strijd
Assistant County Attorney

ATTACHMENT
2025-2026 NON-AD VALOREM
SPECIAL ASSESSMENT ROLL

MCD ID #	Organization	Facility	Hospital Address	Parcel #	2022 Gross Inpatient Revenue	SFY2025 Assessment of Gross IP 0.82% GR	2022 Gross Outpatient Revenue	SFY2025 Assessment of Gross OP 0.82% GR	Mandatory Payment	Invoice Recipient
10140100	Baptist Health - South Florida	Bethesda Hospital East	2815 S. Seacrest Blvd., Boynton Beach, FL 33435	08-43-45-33-10-000-0010	\$1,431,987,219	\$11,742,131	\$1,104,223,268	\$9,054,631	\$20,798,762	Janette Sanchez & Sarah Vaupen
10141900	Baptist Health - South Florida	Boca Raton Regional Hospital	800 Meadows Rd., Boca Raton, FL 33486	06-43-47-19-14-013-0085	\$1,253,398,098	\$10,277,864	\$2,414,324,108	\$19,797,458	\$30,075,322	Janette Sanchez & Sarah Vaupen
10146000	HCA	HCA Florida JFK Hospital	5301 S. Congress Ave., Atlantis, FL 33462	02-43-44-31-21-001-0000	\$4,542,681,884	\$37,249,991	\$2,846,013,469	\$23,337,310	\$60,587,301	Thomas Schlemmer
12026000	HCA	HCA Florida Palms West Hospital	13001 Southern Blvd., Loxahatchee, FL 33470	00-41-43-33-06-000-0010	\$1,340,369,342	\$10,991,029	\$1,021,275,683	\$8,374,461	\$19,365,490	Samantha Silverberg
12029400	Independent	Jupiter Medical Center	1210 S. Old Dixie Hwy., Jupiter, FL 33458	30-42-41-12-00-000-1050	\$872,619,680	\$7,155,481	\$972,153,216	\$7,971,656	\$15,127,137	Michael Loftus & Mary Messina
417000	Kindred Healthcare	Kindred Hospital- The Palm Beaches	5555 W. Blue Heron Blvd., Riviera Beach, FL 33418	56-42-42-25-41-000-0010	\$182,564,802	\$1,497,030	\$466,601	\$3,826	\$1,500,856	Sabah Hashi
120053400	Pam Health	PAM Health Rehabilitation Hospital of Jupiter	5075 Innovation Way, Jupiter, FL 33458	30-42-41-24-33-000-0000	\$21,196,411	\$173,811	\$293,039	\$2,403	\$176,214	Nikki McCartin, Chris Strum, Elizabeth Wilson
104084	NeuroBehavioral Hospital	West Palm Beach Florida Behavioral Health Hospital LLC DBA NeuroBehavioral Hospitals of the Palm Beaches North	993 45th Street, West Palm Beach, FL 33407	74-43-43-04-33-002-0000	\$25,931,500	\$212,638	\$0	\$0	\$212,638	Alexis Altier
104085	NeuroBehavioral Hospital	Boynton Beach Florida Behavioral Health Hospital LLC DBA NeuroBehavioral Hospitals of the Palm Beaches South	4905 Park Ridge Boulevard, Boynton Beach, FL 33426	08-43-45-17-10-000-0481	\$14,366,250	\$117,803	\$0	\$0	\$117,803	Alexis Altier
10376400	Select Medical Corporation	Select Specialty Hospital - Palm Beach	3060 Melaleuca Ln., Lake Worth, FL 33461	70-43-44-30-22-000-0000	\$290,899,282	\$2,385,374	\$0	\$0	\$2,385,374	Theresa Hackman, Ashley Confer
12009000	Tenet Healthcare	Delray Medical Center	5352 Linton Blvd., Delray Beach, FL 33484	12-42-46-26-00-000-1040	\$3,580,737,023	\$29,362,044	\$1,347,042,486	\$11,045,748	\$40,407,792	Michelle Cartwright, Angelo Pagano, Rob Koch
10152400	Tenet Healthcare	Good Samaritan Medical Center	1309 N. Flagler Dr., West Palm Beach, FL 33401	74-43-43-15-19-001-0010	\$1,445,113,066	\$11,649,927	\$1,394,561,264	\$11,435,402	\$23,285,329	Michelle Cartwright, Angelo Pagano, Rob Koch
10210500	Tenet Healthcare	Palm Beach Gardens Medical Center	3360 Burns Rd., Palm Beach Gardens, FL 33410	52-43-42-07-41-001-0000	\$1,658,486,668	\$13,599,591	\$954,764,193	\$7,829,066	\$21,428,657	Michelle Cartwright, Angelo Pagano, Rob Koch
10148600	Tenet Healthcare	St. Mary's Medical Center	901 45th St., West Palm Beach, FL 33407	74-43-43-04-33-002-0010	\$2,234,193,936	\$16,320,390	\$900,082,808	\$7,380,679	\$25,701,069	Michelle Cartwright, Angelo Pagano, Rob Koch
12024300	Tenet Healthcare	West Boca Medical Center	21644 State Rd. 7, Boca Raton, FL 33428	00-42-47-19-20-002-0000	\$920,904,074	\$7,551,413	\$1,012,208,337	\$9,300,108	\$15,851,521	Michelle Cartwright, Angelo Pagano, Rob Koch
10213000	UHS	Wellington Regional Medical Center	10101 Forest Hill Blvd., Wellington, FL 33414	73-42-43-27-05-018-0204	\$1,705,640,136	\$13,986,249	\$951,571,525	\$7,802,887	\$21,788,136	Jermaine Bucknor, Gary Branum, Merrick Morgan

County Phone Number 561-355-2040
BCC Address: Board of County Commissioners, 301 N. Olive Ave., West Palm Beach, FL 33401
Ordinance Date: August 26, 2021
Resolution Date: July 8, 2025
Disability Contact: Palm Beach County at 561-355-2754 or e-mail at pbcaaccessibility@pbccgov.org
Mandatory Payments Due Date: Upon County's request pursuant to Sec. 7 of the Resolution

Recipient Title	Invoice Address	Email Contact	Phone Number
	6855 S. Red Rd., Ste. 600, Coral Gables, FL 33143	JanetteS@baptisthealth.net; sarahva@baptisthealth.net	(786) 374-4496
	6855 S. Red Rd., Ste. 600, Coral Gables, FL 33143	JanetteS@baptisthealth.net; sarahva@baptisthealth.net	(786) 374-4496
	5301 S. Congress Ave., Atlantis, FL 33462	Tom.Schlemmer@hcahealthcare.com	
	13001 Southern Blvd., Loxahatchee, FL 33470	samantha.silverberg@hcahealthcare.com	
	1210 S. OKI Dixie Hwy., Jupiter, FL 33458	michael.loftus@jupitermed.com; mary.messina@jupitermed.com	
	680 S. Fourth St., Louisville, KY 40202	Sabah.Hashi@kindred.com	(469) 621-676
	5075 Innovation Way, Jupiter, FL 33458	NMcCartin@PAMRehab.com; cstum@pamhealth.com; Ewilson@pamhealth.com	(561) 591-0430
	993 45th Street, West Palm Beach, FL 33407	a.alter@mandalahealingcenter.net	
	4905 Park Ridge Boulevard, Boynton Beach, FL 33426	a.alter@mandalahealingcenter.net	
	4714 Gettysburg Rd., Mechanicsburg, PA 17055	Thackman@selectmedical.com; AConfer@selectmedical.com	
	5352 Linton Blvd., Delray Beach, FL 33484	Michelle.cartwright@tenethealth.com; Angelo.Pagano@tenethealth.com; Rob.Koch@tenethealth.com	
	5352 Linton Blvd., Delray Beach, FL 33484	Michelle.cartwright@tenethealth.com; Angelo.Pagano@tenethealth.com; Rob.Koch@tenethealth.com	
	5352 Linton Blvd., Delray Beach, FL 33484	Michelle.cartwright@tenethealth.com; Angelo.Pagano@tenethealth.com; Rob.Koch@tenethealth.com	
	5352 Linton Blvd., Delray Beach, FL 33484	Michelle.cartwright@tenethealth.com; Angelo.Pagano@tenethealth.com; Rob.Koch@tenethealth.com	
	5352 Linton Blvd., Delray Beach, FL 33484	Michelle.cartwright@tenethealth.com; Angelo.Pagano@tenethealth.com; Rob.Koch@tenethealth.com	
	10101 Forest Hill Blvd., Wellington, FL 33414	jermaine.bucknor@uhsinc.com; gary.branum@uhsinc.com; merrickS.Morgan@uhsinc.com	

IP Rate	IP Rate type	OP Rate	OP Rate type	Tax base language	
					FHURS Rates
0.82	gross inpatient revenue	0.82	gross outpatient revenue	Medicare Cost report, which is filed with the Centers of Medicare and Medicaid Services	Florida Hospital Uniform Reporting System (FHURS) report, which is filed with Florida's Agency for Health Care Administration (AHCA).
0.82	gross inpatient revenue	0.82	gross outpatient revenue	Medicare Cost report, which is filed with the Centers of Medicare and Medicaid Services	Florida Hospital Uniform Reporting System (FHURS) report, which is filed with Florida's Agency for Health Care Administration (AHCA).
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Number	ORGANIZATION	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	HCA Florida JFK Hospital	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	HCA Florida 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	30-42-41-12-00-000-1060	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	PAM Health	PAM Health Rehabilitation Hospital of Jupiter	5075 Innovation Way, Jupiter, FL 33458	30-42-41-24-33-000-0000	ABACOA REPL PAR B TR WK4A LT 3
8	NeuroBehavioral Hospital	West Palm Beach Florida Behavioral Health Hospital LLC DBA NeuroBehavioral Hospitals of the Palm Beaches North	993 45th Street, West Palm Beach, FL 33407	74-43-43-04-33-002-0000	TENET ST MARYS PARCEL B REPL TR B (LESS QUANTUM HOUSE BLDG ONLY PAR, 5205 BLDG ONLY PAR IN OR20609P1368, GROUND LEASE PAR IN OR24135P381 & S 12 FT OF ELY 992.89 FT 45TH ST R/W)
9	NeuroBehavioral Hospital	Boynton Beach Florida Behavioral Health Hospital LLC DBA NeuroBehavioral Hospitals of the Palm Beaches South	4905 Park Ridge Boulevard, Boynton Beach, FL 33426	08-43-45-17-10-000-0481	QUANTUM PARK AT BOYNTON BEACH PL 10 LTS 48-A, 48-B, 48-C & 48-D
10	SELECT SPECIALITY 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
11	TENET HEALTHCARE CORP.	Delray Medical Center	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 OR3442P306, TRS N & Z IN OR9048P476 & LEASE PAR IN OR29183P1946)
12	TENET GOOD SAMARITAN INC.	Good Samaritan Medical Center	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)
13	PALM BEACH GARDENS COMMUNITY HOSPITAL INC.	Palm Beach Gardens Medical Center	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
14	TENET ST. MARY'S 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)
15	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
16	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

LOCAL PROVIDER PARTICIPATION FUND ASSESSMENT AREA

Provider List

All participating private hospitals in Palm Beach County, being more particularly described as follows:

Hospital Name: Bethesda Hospital East
Hospital Address: 2815 S. Seacrest Blvd., Boynton Beach, FL 33435
Parcel ID: 08-43-45-33-10-000-0010

Hospital Name: Boca Raton Regional Hospital
Hospital Address: 800 Meadows Rd., Boca Raton, FL 33486
Parcel ID: 06-43-47-19-14-013-0085

Hospital Name: HCA Florida JFK Hospital
Hospital Address: 5301 S. Congress Ave., Atlantis, FL 33462
Parcel ID: 02-43-44-31-21-001-0000

Hospital Name: HCA Florida Palms West Hospital
Hospital Address: 13001 Southern Blvd., Loxahatchee, FL 33470
Parcel ID: 00-41-43-33-06-000-0010

Hospital Name: Jupiter Medical Center
Hospital Address: 1210 S. Old Dixie Hwy., Jupiter, FL 33458
Parcel ID: 30-42-41-12-00-000-1060

Hospital Name: Kindred Hospital - The Palm Beaches
Hospital Address: 5555 W. Blue Heron Blvd., Riviera Beach, FL 33418
Parcel ID: 56-42-42-25-41-000-0010

Hospital Name: NeuroBehavioral Hospitals of the Palm Beaches North
901 45th Street, West Palm Beach Florida Behavioral Health Hospital Company, L.L.C.
Hospital Address: 901 45th Street, West Palm Beach, FL 33407.
Parcel ID: 74-43-43-04-33-002-0010

Hospital Name: NeuroBehavioral Hospitals of the Palm Beaches South
Boynton Beach Florida Behavioral Health Hospital Company, L.L.C
Hospital Address: 4905 Park Ridge Blvd, Boynton Beach, FL 33426.
Parcel ID: 08-43-45-17-10-000-0481

Hospital Name: PAM Rehabilitation Hospital of Jupiter.
Hospital Address: 5075 Innovation Way, Jupiter, FL 33458.
Parcel ID: 30-42-41-24-33-000-0030

Hospital Name: Select Specialty Hospital - Palm Beach
Hospital Address: 3060 Melaleuca Ln., Lake Worth, FL 33461
Parcel ID: 70-43-44-30-22-000-0000

Hospital Name: Delray Medical Center
Hospital Address: 5352 Linton Blvd., Delray Beach, FL 33484
Parcel ID: 12-42-46-26-00-000-1040

Hospital Name: Good Samaritan Medical Center
Hospital Address: 1309 N. Flagler Dr., West Palm Beach, FL 33401
Parcel ID: 74-43-43-15-19-001-0010

Hospital Name: Palm Beach Gardens Medical Center
Hospital Address: 3360 Burns Rd., Palm Beach Gardens, FL 33410
Parcel ID: 52-43-42-07-41-001-0000

Hospital Name: St Mary's Medical Center
Hospital Address: 901 45th St., West Palm Beach, FL 33407
Parcel ID: 74-43-43-04-33-002-0010

Hospital Name: West Boca Medical Center
Hospital Address: 21644 State Rd. 7, Boca Raton, FL 33428
Parcel ID: 00-42-47-19-20-002-0000

Hospital Name: Wellington Regional Medical Center
Hospital Address: 10101 Forest Hill Blvd., Wellington, FL 33414
Parcel ID: 73-42-43-27-05-018-0204

Being in total sixteen (16) parcels of land to be included in the Local Provider Participation Fund and subject to a non-ad valorem special assessment to be levied by the Board of County Commissioners of Palm Beach County, Florida after due notice and public hearing thereon.