

AGREEMENT FOR AMBULANCE AND NON-MEDICAL TRANSPORTATION SERVICES

THIS AGREEMENT ("Agreement") is made this ____ day of **September**, 2022 ("Effective Date"), by and between the Board of County Commissioners of Alachua County (hereinafter referred to as "County") and HCA, North Florida Regional Medical Center (hereinafter referred to as "Facility"). County and Facility are occasionally referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, Facility is a Hospital licensed under Chapter 395, Florida Statutes, located in Alachua County that provides general inpatient and outpatient medical services, is duly licensed by applicable state and federal authorities, is properly enrolled as a provider in the Medicare and Medicaid programs, and also accepts privately insured and private-pay patients.

WHEREAS, Facility also operates West End Freestanding Emergency Department at 12311 W. Newberry Road and Millhopper Freestanding Emergency Department at 4388 NW 53 Avenue, both in Gainesville, Florida.

WHEREAS, County is a licensed provider of emergency medical transportation services and is licensed in accordance with Chapter 401, Florida Statutes as described more fully herein, to provide those services in Alachua County, and is properly enrolled as a Medicare and Medicaid provider.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements contained herein, the Parties to this Agreement agree as follows:

AGREEMENT

1. **Incorporation of Recitals.** The recitals set forth above are hereby incorporated by reference into this Agreement and made a part hereof as if set forth in their entirety.

2. **Appointment as Service Provider.** Facility appoints County and County accepts such appointment to provide patient transportation services as:

a. **Ambulance Services.** County shall provide ground basic and advanced life support ambulance service (hereinafter, collectively, "Ambulance Services") for patients requiring such Ambulance Services, 24 hours-per-day, 7 days-per-week, pursuant to the terms of this Agreement. "Ambulance Services" consist of a response by County to the Facility, treatment and other pre-transport activities, including the rendering of emergency medical service at the Facility, appropriate care and treatment during transport, and transportation to the Facility or patient's other designated destination.

b. Level of Transport Services. In every instance, County will cooperate with Facility to ensure Advanced Life Support (ALS) or Basic Life Support (BLS) services are rendered based on the patient's status as well as medical necessity and payor requirements. In the event County utilizes a mode of transportation that is inappropriate for the patient based on the above factors absent the approval of the Facility, Facility shall not be responsible for the additional cost, if any, associated with such transportation if the transport is of the type that is payable by the Facility as described in Appendix A.

c. Staffing. County shall staff each ambulance with at least two County Staff Members each of whom is certified with the State of Florida Department of health to provide transport and emergency medical service.

3. Qualifications and Obligations.

a. Licensure and Certification. The parties covenant and agree that at all times they shall remain licensed, certified or enrolled in good standing with applicable state and federal licensing authorities, with all state and federal health care programs, and all required state or national accrediting organizations. The parties further warrant that each will take all reasonable steps as set forth by the Office of Inspector General, United States Department of Health and Human Services ("OIG"), to ensure that it does not employ individuals who have been excluded from participation in federal health care programs.

b. Services in Compliance with Laws and Regulations. County shall provide all Transportation Services hereunder in accordance with applicable laws, regulations and standards of care, including but not limited to Medicare and Medicaid regulations and the prevailing standards of quality and care applicable to the Transportation Services. County will cooperate with Facility in utilizing the appropriate level of transportation based on the patient's status, applicable medical necessity and payor requirements.

c. Response Times. Both parties agree to meet quarterly to discuss response time expectations and to, in good faith, work together to ensure delays in transport arrivals are minimal. The Facility understands that non-emergency transports shall be handled based upon the County's Unit availability. The County agrees to notify the Facility on occasions to which delays are excessive.

4. Billing and Compensation.

a. Billing to Facility. Facility is financially responsible for a medical transport per the terms of Appendix A, County will bill Facility directly for Transportation Services rendered to patients of Facility. For these transports, Facility agrees to pay County according to the fee schedule set forth in Appendix B.

b. Payment Conditions for Transportation Services Covered by Facility.

- (i) Payment in Full. County shall not bill any patient, financially responsible party, insurer, or third-party payor for any transports that are the responsibility of Facility (as provided in Appendix A). When charges are properly billed for transports, County shall accept the fee schedule amounts outlined in the Appendices to this Agreement as payment in full.
- (ii) Fair Market Value of Charges. County represents and warrants that the rates reflected in all Appendices are consistent with fair market value for the services rendered.
- (iii) Prompt Payment. County agrees to invoice Facility for transports for which Facility is responsible within sixty (60) days following the date of service. Facility agrees to remit payment to County for all transports for which it is responsible to pay pursuant to Appendix A, and which are uncontested, within sixty (60) days of the date of County's bill. Facility agrees that payment to County is not contingent upon any payments that Facility may collect from other sources.
- (iv) Billing Disputes. Facility must make its dispute in writing to the County within sixty (60) days of the invoice date and must explain its grounds for the dispute with specificity. Facility's failure to dispute charges in writing within this period shall be a waiver of its right to further dispute the charges and shall be confirmation that the amounts are due and owing.

c. Provision of Information to County

- (i) Facility shall, prior to the time that Transportation Services are provided, furnish to County the information necessary for County to properly bill the Transportation Services provided. This includes, but is not limited to, a face sheet and a properly completed physician certification statement ("PCS") when such documentation is required to support County's claim for payment. PCS forms shall be obtained by Facility on all non-emergency ambulance transports of Medicare beneficiaries and comply with the most current rules of the Centers for Medicare & Medicaid Services ("CMS"). Facility shall utilize PCS forms approved by County for this purpose.
- (ii) In the event of a dispute regarding the classification of any Individual trip as a Medicare Part A or Part B trip, Facility agrees to provide County, within ten (10) days of County's request, any information within its possession or control, including but not limited

to the patient's plan of care, to facilitate proper billing for the trip. Facility shall use its best efforts to obtain information not in its possession or control which may be material to County's determination as to proper billing under this Agreement.

- (iii) Facility further represents and warrants that it shall, within thirty (30) days of receiving any requests from CMS or its authorized County, make available any, and all, such records requested by CMS or its County for the purposes of determining whether any ambulance trips arising hereunder qualify for payment under Medicare Part B.

5. **Term.** This Agreement shall be for a term of two (2) year(s), commencing on the Effective Date. This Agreement may be renewed by the Parties upon written Agreement by both Parties. Either Party shall provide written notice of an intention to renew this Agreement thirty (30) days prior to the expiration of this Agreement.

6. **Termination.** Notwithstanding any other provision, either Party may terminate this Agreement at any time with or without cause by giving the other Party ninety (90) days written notice of termination, which notice shall specify the effective date of the termination.

7. **Notices.** Notices required or permitted to be given under this Agreement shall be made to the Parties at the following addresses and shall be presumed to have been received by the other Party (i) three days after mailing by the Party when notices are sent by First Class mail, postage prepaid; (ii) upon transmission (if sent via facsimile with a confirmed transmission report); or (iii) upon receipt (if sent by hand delivery or courier service) as follows:

County	Facility
<u>Alachua County Fire Rescue</u>	<u>North Florida Regional Medical Center</u>
<u>PO Box 5038</u>	<u>6500 W Newberry Road</u>
<u>Gainesville, FL 32627</u>	<u>Gainesville, Florida 32605</u>

And
Alachua County Procurement, Attn: Contracts
acpur@alachuacounty.us

Clerk of Court, Attn Finance & Accounting
dmw@alachuaclerk.org

8. **Events of Default.** Each of the following shall be an "Event of Default" under this Agreement entitling the non-defaulting Party to declare this Agreement void and of no further force and effect:

- a. If Facility fails to pay County for the Transportation Services required to be performed hereunder or otherwise meet its obligations hereunder, and Facility fails to cure such breach within thirty (30) days of receipt of written notice from County.
- b. If County fails to provide the Transportation Services as provided for in this Agreement and fails to cure such breach within thirty (30) days of receipt of written notice from Facility.
- c. Immediately, without additional prior notice, if either Party fails to maintain its required licenses, permits or certifications or is excluded from the Medicare or Medicaid programs.
- d. Immediately, without additional prior notice, if either Party fails to keep in force the insurance policies required to be maintained under this Agreement.
- e. Immediately, without additional prior notice, if either Party (i) admits in writing its inability to pay its debts generally as they become due, or (ii) files a petition to be adjudicated a voluntary bankrupt in bankruptcy or a similar petition under any insolvency act, or (iii) makes an assignment for the benefit of its creditors, or (iv) consents to the appointment of a receiver of itself or of the whole or any substantial part of its property.
- f. Immediately, without additional prior notice, if any of the representations of either Party as set forth in this Agreement are false or misleading in any material respect.

9. Insurance and Indemnification.

- a. Policies/Limits Required. County shall procure and maintain at its sole expense, the following types of insurance at limits of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate against all claims for damage or loss of property, and for bodily injury, including death, resulting from County's or its employees' negligence, as provided by law: comprehensive public liability, medical/professional liability, medical malpractice, workers compensation, and motor vehicle insurance.
- b. Certification of Insurance Upon Request. Each Party shall upon request of the other Party require all insurance companies issuing policies hereunder to certify to the other Party that such policies have been issued and are in force and will remain not materially changed, canceled or annulled except upon thirty (30) days prior written notice to the other Party.
- c. Mutual Hold Harmless and Indemnification. Each party shall be responsible for the acts and/or negligence of its own employees and agents but shall not be responsible for the acts of the other party's agents or employees. This does not

serve as a waiver by the County of its sovereign immunity §768.28, F.S. or the financial limits set therein.

10. **Entire Agreement.** This Agreement, including any Appendices hereto, constitutes the sole and only agreement of the Parties regarding its subject matter and supersedes any prior understandings or written or oral agreements between the Parties respecting this subject matter. Neither Party has received or relied upon any written or oral representations to induce it to enter into this Agreement except that each Party has relied only on any written representations contained herein.

11. **Amendments.** No agreement or understandings varying or extending this Agreement shall be binding upon the Parties unless it is memorialized in a written amendment signed by an authorized officer or representative of both Parties.

12. **Assignment.** This Agreement may be assigned by a Party upon the written approval of the other Party, which shall not be unreasonably withheld. Written approval is not required in the event a Party is sold or acquired by a successor entity or in the event of a change of ownership, although notice of such a transaction shall be given to the other Party within thirty (30) days after the effective date of such transaction. This Agreement shall be binding upon all successors and assigns.

13. Construction and Compliance.

a. Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held by any court or by the OIG to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

b. Compliance. The Parties intend to comply fully with all applicable state and federal laws and regulations, including but not limited to the Balanced Budget Act of 1997, the Social Security Act, the federal Anti-Kickback Statute, the federal False Claims Act, and all applicable state and federal fraud and abuse laws and rules. Insofar as any terms or conditions of this Agreement are determined by any court or by the OIG to be contrary to any such statutes or regulations, the Parties will promptly and in good faith confer and resolve any issues, so as to make the performance of this Agreement consistent with all applicable statutes and regulations.

c. Notification of Actual or Potential Violation of Law. If either Party becomes aware of any actual or potential violations by the other Party, whether intentional or inadvertent, of any applicable state or federal statutes or regulations, it shall promptly notify the other Party.

d. Protection of Patient Information. The Parties, each of which are "covered entities," shall carry out their obligations under this Agreement in compliance

with the privacy and security regulations of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), to protect the privacy and security of any personally identifiable, protected health information ("PHI") that is collected, processed, or learned as a result of the services provided pursuant to this Agreement. Both Parties acknowledge that their relationship to patients receiving services hereunder is a "direct treatment relationship" as that term is defined in the Privacy Regulations and that this contractual relationship does not constitute a "business associate" agreement pursuant to the Privacy Rule. The Parties also understand that it is permissible under HIPAA to freely exchange PHI for purposes of treatment, payment, or health care operations, including information to determine medical necessity. Both Parties agree to a free exchange of PHI for purposes of treatment, payment, or health care operations and Facility will provide all documents requested by County so that it may properly bill for covered transports.

e. Excluded Provider Warranty. Contractor represents and warrants to Hospital that Contractor and Contractor's representatives, (i) are not currently excluded, debarred, or otherwise ineligible to participate in the federal health care programs as defined in 42 U.S.C. § 1320a-7b(f) (the "federal healthcare programs") < (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services, but have not yet been excluded, debarred or otherwise declared ineligible to participate in the federal health care programs, and (iii) are not under investigation or otherwise aware of any circumstances which may result in Contractor or any of Contractor's representative being excluded from participation in the federal healthcare programs. This shall be an ongoing representation and warranty during the term of this Agreement and contractor shall immediately notify Hospital of any change in the status of the representations and warranty set forth in this section. Notwithstanding any provision of this Agreement to the contrary, any breach of this section shall give Hospital the right to terminate this Agreement immediately.

14. **Complaints.** Facility agrees that all complaints or unusual incidents involving personnel, equipment or service of County will be promptly reported to management of County and will be described in an incident report provided via phone call or email detailing the circumstances surrounding the complaint or incident, including the persons or entities involved, date and time of events at issue, and description of events at issue within three (3) business days of the occurrence. County must follow up with the facility within 3 business days of receiving the complaint. The Parties then agree to meet, if necessary, following submission of the report to attempt to resolve any issues arising from the incident.

15. **Force Majeure.** The Parties shall be excused for the period of any delay in or impossibility of the performance of any obligations hereunder, when prevented from doing so by any cause or causes beyond a Party's control, which shall include without limitation: all labor disputes, civil commotion, war, nuclear disturbances, hostilities, sabotage, terroristic acts, governmental regulations or controls, fire, accident or other casualty, interruption in the supply of any utilities or fuel, inability to obtain any material or services, or through acts of God.

16. **Independent County Relationship.** The relationship of the Parties is that of independent contractors. Neither Party shall be deemed to be the agent nor partner nor fiduciary of the other, nor is neither authorized to take any action binding upon the other. County is the sole provider of ALS transport services available to the public in general in Alachua County and is entering into this agreement with Facility in order to simplify and streamline Facilities operations between its remote locations and its main facility and to establish appropriate billing procedures for those individuals transported by County.

17. **Governing Law.** This Agreement is made and shall be construed in accordance with, and governed by, the laws of the State of Florida, without consideration of conflict of laws principles.

18. **Confidentiality.** Each Party agrees that if it has received trade secrets or confidential and proprietary information in the negotiation and execution of this Agreement, as designated by the other Party, it will not disclose any information so designated to any other person, organization, or entity during the term of this Agreement or for a period of five (5) years thereafter. To the extent that information arising out of this agreement is not protected under State and Federal privacy laws, it may be subject to the Florida Public Records law. Facility may contact publicrecordsrequest@alachuacounty.us with any questions they have regarding the applicability of the law to this agreement.

19. **Access to Books and Records.** County shall, for a period of four (4) years after this Agreement terminates, make available, upon the written request of the Secretary of Health and Human Services or the Comptroller General, or their representatives, this Agreement, and such books, documents and records as may be necessary to verify the nature and extent of the costs of the services rendered hereunder. Furthermore, the Parties agree that if any of the work provided for under this Agreement, with a value of Ten Thousand Dollars (\$10,000) or more in any twelve (12) month period, shall be performed by a subcontractor, they shall require the subcontractor to sign a similar agreement to make its books and records available for such a four (4) year period of time.

20. **Waiver and Consent.** The failure of either Party at any time to require performance by the other Party of any provision hereof shall not affect in any way the rights to require such performance of any other provision hereof, nor shall the waiver by either Party of a breach of any provision hereof be taken or held to be a waiver of the provision itself. If the consent of either Party is necessary pursuant to the terms of this Agreement, such consent shall not be unreasonably withheld.

21. **Regulatory Changes.** The Parties recognize that this Agreement is at all times subject to applicable state, local, and federal laws and shall be construed accordingly. The Parties further recognize that this Agreement may become subject to or be affected by amendments in such laws and regulations or to new legislation or regulations. Any provisions of law that invalidate, or are otherwise inconsistent with,

the material terms and conditions of this Agreement, or that would cause one or both of the Parties hereto to be in violation of law, shall be deemed to have superseded the terms of this Agreement and, in such event, the Parties agree to utilize their best efforts to modify the terms and conditions of this Agreement to be consistent with the requirements of such law(s) in order to effectuate the purposes and intent of this Agreement. In the event that any such laws or regulations affecting this Agreement are enacted, amended or promulgated, either Party may propose to the other a written amendment to this Agreement to be consistent with the provisions of such laws or regulations. In the event that the Parties do not agree on such written amendments within thirty (30) days of receipt of the proposed written amendments, then either Party may terminate this Agreement without further notice, unless this Agreement would expire earlier by its terms.

22. **Non-Discrimination.** All services provided under this Agreement shall be provided without regard to the race, color, creed, sex, age, disability status, payor source or national origin of the resident requiring such services. County agrees to comply with all applicable laws prohibiting discrimination in the provision of services hereunder.

23. **Authorization of Agreement.** Each Party represents and warrants, each to the other with respect to itself, that the execution and delivery of this Agreement has been duly authorized and the individual executing this Agreement on behalf of each Party respectively has full power and authority to do so.

24. **No Referrals.** Nothing in this Agreement shall be construed to require either Party or their respective representatives to make or admit referrals to or from the other Party or otherwise generate business between the Parties. Notwithstanding the unanticipated effect of any of the provisions herein, the Parties intent to comply with 42 U.S.C. § 1320a-7b(b) (commonly known as the Anti-Kickback Statute), 42 U.S.C. § 1395nn (commonly known as the Stark law), and all other Federal or state law provision governing fraud and abuse or self-referrals under the Medicare or Medicaid programs, as such provisions may be amended from time to time.

25. **No Exclusions.** Each Party represents to the other that as of the Effective Date and during the term of this Agreement that it (i) is not excluded, debarred, or otherwise ineligible to participate in Federal health care programs as defined in 42 U.S.C. §1320a-7b(f) (the "Federal health care programs"); (ii) is not convicted of a criminal offense related to the provision of health care items or services; and, (iii) is not under investigation or otherwise aware of any circumstances that may result in it being excluded from participation in the Federal health care programs. This shall be an ongoing representation and warranty during the Term. Either Party shall immediately notify the other of any change in the status of the representation and warranty set forth herein. Any breach of this representation and warranty shall give the other Party the right to terminate the Agreement immediately for cause.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year set forth below.

By: North Florida Regional Medical Center

By: Alachua County

Stewart Whitmore

Signature

Stewart Whitmore

Print Name

CFO

Title

9/16/2022

Date

Signature

Print Name

Title

Date

Approved as to form:

Alachua County Attorney's Office

ATTEST

J.K. "Jess" Irby, Esq., Clerk

(SEAL)

APPENDIX A HOSPITAL FINANCIAL RESPONSIBILITY

County shall only invoice Facility, and Facility shall only be responsible for compensating County for the Transportation Services rendered under this Agreement at the rates set forth in Appendix B. as outlined below:

1. When the transport is between locations operating under the same CMS Certification Number (CCN); or
2. When consistent with legal, regulatory and Facility policies and authorized in writing by Facility.

County represents and warrants to Facility that it shall properly bill claims. Without limitation, any claims submitted by County for services rendered under this Agreement shall meet applicable medical necessity requirements.

APPENDIX B FEE SCHEDULE

Basic Rate Charges:

Basic Life Support - Emergency	Medicare Allowable +70%
Basic Life Support - Non-Emergency	Medicare Allowable +70%
Advanced Life Support I - Emergency:	Medicare Allowable +70%
Advanced Life Support 1 - Non-Emergency	Medicare Allowable +70%
Advanced Life Support 2	Medicare Allowable +70%
Specialty Care Transport*:	Medicare Allowable +70%

Mileage Charges**

Ambulance Service	Medicare Allowable +70%
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**All mileage shall be billed and paid on the basis of "loaded miles," that is, those miles for which the patient is on board the vehicle.

Note: Rate schedule may be modified pursuant to Medicare Regulations.