

**INDIGENT CARE PAYMENT AGREEMENT**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the County of Gadsden, Board of County Commissioners (“County”) and Tallahassee Medical Center, Inc., d/b/a Capital Regional Medical Center, (“Hospital”), effective \_\_\_\_\_, 2020 (the “Effective Date”).

**RECITALS**

WHEREAS, pursuant to Section 212.055(7), Florida Statutes, counties have authority to levy an indigent care surtax pursuant to an ordinance conditioned to take effect upon approval by a majority vote of the electors of the county;

WHEREAS, in accordance with Section 212.055(7), Florida Statutes, the voters of Gadsden County approved Gadsden County Ordinance No. 08-025, which imposed a half-cent indigent care surtax;

WHEREAS, pursuant to Gadsden County Ordinance No. 08-025, the proceeds of said indigent care surtax shall be expended to provide health care services to eligible participants under the Plan and to fund work for the reopening of Gadsden Community Hospital;

WHEREAS, County, GHI and Hospital entered into a certain lease agreement in March 2010 wherein County and GHI leased the Gadsden Community Hospital facility to Tallahassee Medical Center, Inc., d/b/a Capital Regional Medical Center, now known as “Capital Regional Medical Center - Gadsden Memorial Campus” (“CRMC-Gadsden Memorial Campus”);

WHEREAS, Hospital has leased and operated Capital Regional Medical Center – Gadsden Memorial Campus since March 2010, and has provided indigent health care services at that hospital continuously since operating the hospital;

WHEREFORE, in consideration of the foregoing recitals, the parties agree as follows:

1. The parties acknowledge that the proceeds from the Gadsden County one-half (1/2) cent indigent care surtax must be used to repay the debt associated with the cost of renovations of the Hospital and to provide funding for indigent care. The parties acknowledge that there are other appropriate purposes for which proceeds from the surtax may be used, including but not limited to providing payments to Hospital for the provision of indigent health care services at CRMC-Gadsden Memorial Campus.

2. The Board of County Commissioners of Gadsden County agrees to annually allocate Two Hundred Thousand Dollars (\$200,000) or twenty percent (20%) of the proceeds from the indigent care surtax not otherwise committed to debt repayment, whichever is less, to and for the benefit of the Hospital for indigent care that will be provided by the Hospital as well as other expenses necessary for the successful operation of the Hospital.

3. All such allocations to the Hospital must be consistent with Gadsden County Ordinance 08-025 and any other applicable requirements of Florida law, and distributions of the tax proceeds shall be made quarterly by County to Hospital.

4. Pursuant to Section 155.40(18)(b), Florida Statutes (2019), to the extent the revenue from the surtax exceeds \$100,000 annually, Hospital shall be accountable to County in that this agreement shall be subject to modification upon twelve months' notice to Hospital. Should Section 155.40(18)(b), Florida Statutes (2019) be amended during the term of this Agreement, this Agreement shall be subject to modification in order that it be kept consistent with the requirements of Florida law.

5. This Agreement shall remain in effect as long as Hospital leases CRMC-Gadsden Memorial Campus from County, except as provided in paragraph 4. Above, or unless modified in writing as mutually agreed by the parties.

6. Nothing in this Agreement shall be construed to require County or County's Representatives to admit patients to Hospital or the facility of any other Affiliate or to utilize Hospital or any other Affiliate to provide inpatient, outpatient or other services to patients or otherwise generate business for Hospital or any other Affiliate. Notwithstanding the unanticipated effect of any of the provisions herein, the parties intend 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 any 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. The parties further intend that this Agreement comply with: (i) as many as reasonably practicable of the conditions for meeting the personal services and management contract safe harbor to the Anti-Kickback Statute which is set forth in 42 C.F.R. 1001.952(d); and (ii) all of the requirements for meeting the personal services arrangement exception to the Stark law, 42 U.S.C. § 1395nn(e)(3) as interpreted in Final Regulation § 411.357(d), 69 C.F.R. 16053, 16138-39, as such regulations may be amended. This Agreement shall be construed in a manner consistent with compliance with such statutes and regulations, and the parties hereto agree to take such actions necessary to construe and administer this Agreement therewith. The parties solely intend the sales tax funds paid by County are to compensate Hospital for the provision of indigent health services, and not influence County or County's Representatives with regard to any referrals of patients to Hospital or any other Affiliate. As such, the parties acknowledge that the funds paid to Hospital hereunder would be the same whether or not any such referrals are made. The parties further intend that the compensation paid hereunder shall be fair market value for the services rendered based on arm's length bargaining and the value of similar services in the community. In the event any court or administrative agency of competent jurisdiction determines this Agreement violates any of such statutes or that the compensation hereunder exceeds reasonable compensation, then the parties hereto agree to take such actions as necessary to amend this Agreement to comply with the applicable statutes or regulations, as provided herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized representatives on the date first written above.

COUNTY:

County of Gadsden, Board of County Commissioners

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

GHI:

HOSPITAL:

Tallahassee Medical Center, Inc. d/b/a Capital Regional Medical Center

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness



## HEALTH CARE TRANSPORTATION SERVICE AGREEMENT

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between **County of Gadsden, Board of County Commissioners, d/b/a Gadsden Emergency Medical Services** (“Transporter”) and **Tallahassee Medical Center, Inc. d/b/a Capital Regional Medical Center**, (“Hospital”), effective \_\_\_\_\_, 2020, (the “Effective Date”).

### **RECITALS:**

- A. Hospital desires to obtain professional health care transportation services for the transfer of equipment, supplies and patients from Hospital’s Gadsden County location at 23186 Blue Star Highway, Quincy Florida (“Gadsden Facility”).
- B. Transporter desires to provide such services and has the necessary equipment, training, expertise, professional certifications and licenses.

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

### **ARTICLE I RESPONSIBILITIES OF TRANSPORTER**

- 1.1 Provision of Services. Transporter agrees to provide Hospital with ambulance transport services related to patients originating in Gadsden County, Florida, pursuant to the terms and conditions set forth in this Agreement. Transporter shall provide sufficient ambulances to service the needs of the Hospital on a 24 hour a day basis.
- 1.2 Timeliness of Services. Transporter shall provide all health care transportation services on a timely basis, determined as follows:
  - a. Arrival time for pick-ups with a transport distance of less than 75 miles scheduled four (4) or more hours in advance shall be on time for at least 90% of the scheduled transports on a rolling three (3) month average.
  - b. Arrival time for pick-ups with a transport distance of less than 75 miles scheduled less than four (4) hours in advance, when such notice is given during regular business hours (6:00 am to 6:00 pm, Monday through Friday), shall be within sixty (60) minutes of the service request. When less than four (4) hours notice is given outside of regular business hours, a Transporter vehicle will be provided at the pick-up location within ninety (90) minutes of the request for service. All transports shall be on time least 80% on a rolling three (3) month average.
  - c. For transports of 75 miles or greater, Transporter shall make reasonable efforts to accommodate such transports within a reasonable time and subject to the availability of an ambulance for such transport. Transporter reserves the right to refuse a transport of 75 miles or greater if, in the judgment of Transporter, to provide the transport would deplete the resources of the Transporter to a level that would endanger the ability of the Transporter to provide adequate ambulance coverage in Gadsden County. In the event Transporter is unable to make such transport, Transporter will assist the Hospital in arranging alternate transport.

- 1.3 Disaster Services. In the event of a major disaster requiring the evacuation of Hospital's facilities, Transporter shall, subject to equipment and manpower availability, utilize its resources to provide Hospital support and patient transportation.
- 1.4 Confidentiality. Transporter shall maintain confidentiality of client information acquired in the course of providing services, and shall not release such information without prior written authorization from a representative of Hospital or otherwise in accordance with any applicable law, rule or regulation.
- 1.5 Certifications and Licenses. Transporter shall maintain all certifications and licenses as required by state and local agencies governing vehicle operations.
- 1.6 Hospital Notification. Transporter shall keep Hospital informed of its policies, procedures and activities relevant to Transporter's obligations under this Agreement, and shall meet with representatives of Hospital on a regular basis to review procedures, policies and quality of services.
- 1.7 Insurance. Transporter shall maintain, at its own expense, professional liability insurance in amounts equal to at least \$1,000,000 for each claim and \$3,000,000 annual in the aggregate. Transporter shall maintain, at its own expense, comprehensive general liability insurance in amounts equal to at least \$1,000,000 for each claim and \$3,000,000 annual in the aggregate. Transporter agrees to furnish Hospital with satisfactory evidence of such insurance upon request. Transporter shall immediately advise Hospital of any termination of such insurance or any reduction in the amount of such insurance.
- 1.8 Billing. For all patients for which Hospital is responsible for payment, Transporter shall invoice Hospital on a monthly basis (based upon the rate schedule in Attachment A), each invoice reflecting the total amount due for the previous month's service. Invoices will also delineate the type of service provided; points of pick-up and discharge; date and time service was requested, pick-up time; distance of transport; added charges, if any; and Hospital's authorization or reference number for each transport, if available.
- 1.9 Availability of Records. Transporter shall make any and all records related to this Agreement available for inspection and/or audit upon request by Hospital.
- 1.10 Equipment. Should Hospital provide equipment necessary for the convenient transfer of patients, Transporter shall assume custody for such equipment during the transfer, and return such to Hospital as soon as practicable after the transfer.
- 1.11 Patient Valuables. Transporter shall document the receipt of patient valuables, assure custody for such upon receipt, and deliver such to a responsible party at the receiving facility.
- 1.12 Documentation Records. Transporter shall retain for a period of four (4) years after furnishing services as described in this Agreement, and provide upon request to the Secretary of Health and Human Services or the Comptroller General or any of their duly authorized representatives, the Agreement, books, documents, and records necessary to certify the nature, extent, and cost of provided services.
  - a. Any provision of this Agreement performed under a sub-contractual agreement valued at \$10,000.00 or more over a 12-month period shall also be retained for a period of four (4) years following receipt of services, and Transporter shall afford the Secretary of Health and Human Services or the Comptroller General access to the sub-contractual agreement, as well as to the subcontractor's books, documents and records necessary to verify the nature, extent and costs of the subcontract.
  - b. The above provision is included pursuant to Section 1861 (v) (1) (I) of the Social Security Act; inapplicability hereto shall nullify its force and effect for purposes of this Agreement.

- 1.13 Patient's Right To Ambulance Service. Transporter does not discriminate in the provision of covered medical services hereunder, whether on the basis of a person's age, sex, marital status, sexual orientation, race, color, religion, ancestry, national origin, disability, handicap, health status, or other unlawful basis including, without limitation, the filing by a person of any complaint, grievance or legal action against Hospital, Transporter or a payor.
- 1.14 Provision of Care. Transporter shall provide the Hospital Emergency Room with the assistance of its Paramedics and Emergency Medical Technicians to assist Hospital staff in the transition of patients from the ambulance to the Hospital for the provision of emergency care for patients transported to Hospital by Transporter as available.

## **ARTICLE II HOSPITAL RESPONSIBILITIES**

- 2.1 Agreement to Meet. Hospital agrees to meet with representatives of Transporter on a regular basis, at mutually acceptable times, to review policies, procedures, and quality issues. Hospital and Transporter shall annually review the attached rate schedule for adjustments within sixty (60) days of the Agreement anniversary date.
- 2.2 Timeliness of Payment. When acting in the capacity of guarantor of payment, Hospital shall reimburse Transporter within forty-five (45) days from date of receipt of invoice, according to the contract rate payment schedule in Attachment A to this Agreement.
- 2.3 Equipment Records. For any equipment that Hospital provides Transporter to be used for the transport of patients, Hospital shall provide Transporter with any necessary records to document the provision of such equipment.

## **ARTICLE III TERM AND TERMINATION**

- 3.1 Term. The term of this Agreement shall commence on the date set forth on the first page of this Agreement and shall continue for a period of five (5) years. This Agreement may be extended for successive one (1) year terms upon the mutual agreement of both Hospital and Transporter.
- 3.2 Termination. This Agreement may be terminated at any time, in writing, by either party giving the other party one hundred eighty (180) days advance written notice.

## **ARTICLE IV OTHER PROVISIONS**

- 4.1 Compliance with Applicable Laws, Rules, and Regulations. All services furnished by Transporter shall be rendered in full compliance with all applicable Federal, State and local laws, rules, and regulations. It shall be Transporter's sole responsibility to determine which laws, rules, and regulations apply to the services rendered under this Agreement, and to maintain compliance at all times.
- 4.2 Third Party Billing Information. Hospital and Transporter will use their best efforts to assist each other in obtaining patient and/or third-party billing information. Each party shall cooperate with the other party in providing this information.

- 4.3 Indemnification by Transporter. Transporter hereby agrees to indemnify and hold harmless, Hospital, its officers, directors and employees for, from and against all damages, losses, liabilities (absolute and contingent), fines, penalties, costs and expenses (including, without limitation, reasonable attorneys fees, costs or expenses incurred in the investigation, defense or settlement of any claim covered by this indemnity) with respect to or arising out of any demand, claim, investigation or action of any kind or nature resulting from personal injury to any person (including death), or the damage to any property, arising or alleged to have arisen out of any of Transporter's negligent acts or omissions related to the performance of this Agreement. Notwithstanding the foregoing, the County's indemnification obligation is not intended to extend any further than allowed by section 768.28, Florida Statutes, or any other applicable provision of Florida law.
- 4.4 Indemnification by Hospital. Hospital hereby agrees to indemnify and hold harmless, Transporter, its parent and affiliated companies, and its and their officers, directors, shareholders and employees for, from and against all damages, losses, liabilities (absolute and contingent), fines, penalties, costs and expenses (including, without limitation, reasonable attorneys fees, costs or expenses incurred in the investigation, defense or settlement of any claim covered by this indemnity) with respect to or arising out of any demand, claim, investigation or action of any kind or nature resulting from the personal injury to any person (including death), or the damage to any property, arising or alleged to have arisen out of any negligent act or omission of Hospital, its officers, directors, employees or agents, related to the performance of this Agreement.
- 4.5 Regulatory Requirements. Nothing in this Agreement shall be construed to require Transporter or Transporter's Representatives to admit patients to Hospital or the facility of any other Affiliate or to utilize Hospital or any other Affiliate to provide inpatient, outpatient or other services to patients or otherwise generate business for Hospital or any other Affiliate. Notwithstanding the unanticipated effect of any of the provisions herein, the parties intend 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 any 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. The parties further intend that this Agreement comply with: (i) as many as reasonably practicable of the conditions for meeting the personal services and management contract safe harbor to the Anti-Kickback Statute which is set forth in 42 C.F.R. 1001.952(d); and (ii) all of the requirements for meeting the personal services arrangement exception to the Stark law, 42 U.S.C. § 1395nn(e)(3) as interpreted in Final Regulation § 411.357(d), 69 C.F.R. 16053, 16138-39, as such regulations may be amended. This Agreement shall be construed in a manner consistent with compliance with such statutes and regulations, and the parties hereto agree to take such actions necessary to construe and administer this Agreement therewith. The parties solely intend the fees paid to Transporter to compensate Transporter for the provision of such services, and not influence Transporter or Transporter's Representatives with regard to any referrals of patients to Hospital or any other Affiliate. As such, the parties acknowledge that the compensation paid to Transporter hereunder would be the same whether or not any such referrals are made. The parties further intend that the compensation paid hereunder shall be fair market value for the services rendered based on arm's length bargaining and the value of similar services in the community. In the event any court or administrative agency of competent jurisdiction determines this Agreement violates any of such statutes or that the compensation hereunder exceeds reasonable compensation, then the parties hereto agree to take such actions as necessary to amend this Agreement to comply with the applicable statutes or regulations, as provided herein.



**ARTICLE V  
MISCELLANEOUS PROVISIONS**

- 5.1 Independent Contractor. It is understood and agreed that the personnel of Transporter and Hospital shall not be considered agents or employees of the other and shall not be under the supervision, management, direction or control of the other in the performance of their duties, except as may be required by Florida Department of Health rules and regulations, if applicable. The employees of each party are not entitled to any of the benefits that the other party provides for its employees.
- 5.2 Governing Law. This Agreement shall be subject to and governed according to the laws of the state in which Hospital is located.
- 5.3 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors, assigns or other legal representatives.
- 5.4 Assignment. No right or obligation hereunder may in any way whatsoever be assigned or delegated to a third party without the express prior written consent of the other party hereto, and any attempted assignment without such consent shall be considered null and void. Notwithstanding the above, this Agreement, or any or all of the services required herein, may be assigned, or subcontracted to any of Transporter's affiliates.
- 5.6 Severability. If any portion or portions of this Agreement shall be for any reason invalid or unenforceable, the remaining portion(s) shall be valid and enforceable and carried into effect unless to do so would clearly violate the present legal and valid intention of the parties hereto.
- 5.7 Notices. Any notice required or permitted to be given pursuant to any provisions of this Agreement shall be given in writing, and either delivered in person, by electronic transmission, deposited in the United States mail, postage pre-paid, registered or certified mail, return receipt requested, properly addressed, or by a nationally recognized overnight courier service, to the following addresses:

**Transporter**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

**Hospital**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

The notification addresses listed above can be changed by either party with proper notice as listed above.

- 5.8 Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes any previous agreement or understanding, whether oral or otherwise. No modification of this Agreement shall be valid unless in writing and signed by each of the parties hereto.
- 5.9 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.
- 5.10 Reports. Transporter agrees to provide Hospital a monthly report of the services provided to Hospital under the terms of this Agreement. The report shall detail at least the following information:

- Date and time service was requested
- Time provider arrived at the scene
- The run numbers

5.11 Dispute Resolution. If a dispute arises among the parties in connection with this Agreement, or any instruments delivered in connection herewith, including without limitation an alleged breach of any representation, warranty or covenant herein or therein, or a disagreement regarding the interpretation of any provision hereof or thereof (the “Dispute”), the parties agree to use the following procedure in good faith prior to any party pursuing other available judicial or non-judicial remedies:

- a. A meeting shall be held among the parties within ten (10) days after any party gives written notice of the Dispute to each other party (the “Dispute Notice”) attended by a representative of each party having decision-making authority regarding the Dispute (subject to board of directors or equivalent approval, if required), to attempt in good faith to negotiate a resolution of the Dispute.
- b. If, within thirty (30) days after the Dispute Notice, the parties have not succeeded in negotiating a written resolution of the Dispute, upon written request by any party to each other party all parties will promptly negotiate in good faith to jointly appoint a mutually acceptable neutral person not affiliated with any of the parties (the “Neutral”). If all parties so agree in writing, a panel of two or more individuals (such panel also being referred to as the “Neutral”) may be selected by the parties. The parties shall seek assistance in such regard from the American Health Lawyers Association Alternative Dispute Resolution Service if they have been unable to agree upon such appointment within forty (40) days after the Dispute Notice. The fees and costs of the Neutral and of any such assistance shall be shared equally among the parties.
- c. In consultation with the Neutral, the parties will negotiate in good faith to select or devise a nonbinding alternative dispute resolution procedure (“ADR”) by which they will attempt to resolve the Dispute, and a time and place for the ADR to be held, with the Neutral (at the written request of any party to each other party) making the decision as to the procedure and/or place and time if the parties have been unable to agree on any of such matters in writing within ten (10) days after selection of the Neutral.
- d. The parties agree to participate in good faith in the ADR to its conclusion; provided, however, that no party shall be obligated to continue to participate in the ADR if the parties have not resolved the Dispute in writing within one hundred twenty (120) days after the Dispute Notice and any party shall have terminated the ADR by delivery written notice of termination to each other party following expiration of said 120-day period. Following any such termination notice after selection of the Neutral, and if any party so requests in writing to the Neutral (with a copy to each other party), then the Neutral shall make a recommended resolution of the Dispute in writing to each party, which recommendation shall not be binding upon the parties; provided, however, that the parties shall give good faith consideration to the settlement of the Dispute on the basis of such recommendation.
- e. Notwithstanding anything herein to the contrary, nothing in this Section shall preclude any party from seeking interim or provisional relief, in the form of a temporary restraining order, preliminary injunction or other interim equitable relief concerning the Dispute, either prior to or during the ADR process if necessary to protect the interests of such party. Further, this Section shall be specifically enforceable.

f. At the reasonable request of either party, the Neutral shall adopt rules and procedures designed to expedite the dispute resolution process.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their authorized representatives on the day and year first above written.

**Transporter**

**Hospital**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

DRAFT

**Attachment “A”**

**Schedule of Payments For Transport Services Provided By Transporter To  
Tallahassee Medical Center, Inc. d/b/a Capital Regional Medical Center  
Effective \_\_\_\_\_, 2020**

- 1) For all patients that are transported by Transporter from Hospital’s Gadsden Facility to Hospital’s Tallahassee location at 2626 Capital Medical Boulevard, Tallahassee, Florida, and for whom there is no other payer, Hospital will pay Transporter the Medicare allowable rate, including the copay amount.
- 2) For patients who are uninsured or for whom insurance has refused to pay after reasonable efforts and the transport to an acute care hospital from Hospital’s Gadsden County Facility is more than 75 miles, Hospital will pay Transporter the applicable Medicare allowable rate for that patient, including the copay amount.
- 3) For patients who are uninsured or for whom insurance has refused to pay after reasonable efforts and who are designated as “Trauma Alert,” “STEMI Alert” or “Stroke Alert”, Hospital will pay Transporter the applicable Medicare allowable rate for that patient, including the copay amount.
- 4) Except for those patients referenced above, for patients who are transferred from Hospital’s Gadsden Facility to any unaffiliated hospital or health care facility, Hospital shall have no financial responsibility or obligation.