

**GROUND AMBULANCE TRANSPORTATION SERVICES  
INTERLOCAL AGREEMENT**

**between**

**NORTH BROWARD HOSPITAL DISTRICT  
("District")**

**and**

**CITY OF FORT LAUDERDALE  
("Contractor")**

**TABLE OF CONTENTS**

	<b><u>PAGE</u></b>
1. <b>RECITALS</b> .....	1
2. <b>DEFINITIONS</b> .....	1
2.1 "ADVANCED LIFE SUPPORT (ALS)" .....	1
2.2 "AMBULANCE" .....	2
2.3 "AFFILIATE" .....	2
2.4 "BASIC LIFE SUPPORT (BLS)" .....	2
2.5 "EMERGENCY MEDICAL TECHNICIAN (EMT)" .....	2
2.6 "GOVERNMENT AGENCIES" .....	2
2.7 "INTERFACILITY TRANSFER" .....	2
2.8 "MEDICAL DIRECTOR" .....	2
2.9 "MEDICAL TRANSPORT SERVICES" .....	2
2.10 "NEONATAL TRANSPORT" .....	3
2.11 "PARAMEDIC" .....	3
2.12 "PERSON" .....	3
2.13 "PPS-PART A COVERED MEDICAL TRANSPORT SERVICES" .....	3
2.14 "ROUTINE TRANSFER" .....	3
2.15 "SERVICE AREA" .....	3
2.16 "SPECIALTY CARE TRANSPORT" .....	3
2.17 "STATE" .....	3
3. <b>SPECIFIC DUTIES AND RESPONSIBILITIES OF CONTRACTOR</b> .....	3
3.1 <b>MEDICAL TRANSPORT SERVICES; AMBULANCES</b> .....	3
3.2 <b>RESPONSE TIME</b> .....	4
3.4 <b>STAFFING OF AMBULANCES</b> .....	4
3.5 <b>MEDICAL DIRECTOR</b> .....	5
3.6 <b>DISTRICT FACILITY EQUIPMENT</b> .....	5
3.7 <b>DRIVERS</b> .....	5
3.8 <b>PATIENT CARE RECORDS</b> .....	5
4. <b>COMPLIANCE WITH REGULATORY REQUIREMENTS/ACCREDITATION STANDARDS</b> .....	5

- 5. **SERVICE LOCATIONS**..... 5
- 6. **MANAGEMENT REPORTS**..... 5
- 7. **PERSONNEL** ..... 6
- 8. **CODE OF CONDUCT** ..... 6
- 9. **USE OF PREMISES**..... 6
- 10. **TERM AND TERMINATION**. ..... 6
  - 10.1 **TERM**..... 6
  - 10.2 **TERMINATION FOR DEFAULT**..... 6
  - 10.3 **TERMINATION FOR CONVENIENCE** ..... 6
  - 10.4 **IMMEDIATE TERMINATION BY DISTRICT** ..... 7
  - 10.5 **CURE FOR BREACH**..... 7
  - 10.6 **BANKRUPTCY OR INSOLVENCY** ..... 7
  - 10.7 **EFFECT OF TERMINATION**..... 8
  - 10.8 **REQUIRED DISCLOSURES** ..... 8
- 11. **FEES AND BILLINGS**..... 8
  - 11.1 **COMPENSATION FOR PPS-PART A COVERED MEDICAL TRANSPORT SERVICES** ..... 8
  - 11.2 **COMPENSATION AND BILLING FOR ALL OTHER MEDICAL TRANSPORT SERVICES** ..... 8
  - 11.3 **DISTRICT BILLINGS; INVOICES, PAYMENTS**..... 9
  - 11.4 **DISPUTED INVOICES** ..... 9
- 12. **INDEMNIFICATION**. ..... 9
  - 12.1 **CONTRACTOR'S INDEMNIFICATION OBLIGATIONS**..... 9
  - 12.2 **DISTRICT'S INDEMNIFICATION OBLIGATIONS**. ..... 9
- 13. **INSURANCE**..... 10
  - 13.1 **CONTRACTOR'S INSURANCE OBLIGATIONS** ..... 10
  - 13.2 **DISTRICT'S INSURANCE OBLIGATIONS**..... 10
- 14. **ATTORNEY'S FEES**..... 10
- 15. **SOVEREIGN IMMUNITY**..... 10
- 16. **CONFIDENTIALITY** ..... 11
- 17. **NOTICE**..... 11
- 18. **CONTRACTOR REPRESENTATIONS AND WARRANTIES** ..... 11
- 19. **SURVIVAL**..... 12

20.	<b>HEADINGS</b>	12
21.	<b>ENTIRE AGREEMENT; AMENDMENT</b>	12
22.	<b>EQUAL OPPORTUNITY EMPLOYMENT</b>	12
23.	<b>ASSIGNMENT AND SUBCONTRACTS</b>	12
24.	<b>PUBLIC RECORDS LAW</b>	13
25.	<b>GOVERNING LAW; JURISDICTION AND VENUE</b>	13
26.	<b>INDEPENDENT CONTRACTOR</b>	13
27.	<b>PARTIAL INVALIDITY</b>	13
28.	<b>SEPARABILITY</b>	13
29.	<b>PROVISIONS BINDING</b>	13
30.	<b>FORCE MAJEURE</b>	13
31.	<b>NON-WAIVER</b>	14
32.	<b>MUTUAL REPRESENTATION OF MUTUAL REPRESENTATION OF AUTHORITY</b>	14
34.	<b>THIRD PARTY BENEFICIARY</b>	14
35.	<b>ACCESS TO BOOKS, DOCUMENTS AND RECORDS</b>	14
36.	<b>COUNTERPARTS</b>	15
37.	<b>CUMULATIVE REMEDIES</b>	15
38.	<b>CONSTRUCTION AND ACKNOWLEDGEMENT; ADVICE OF COUNSEL</b>	15
39.	<b>TIME OF ESSENCE</b>	15
40.	<b>AUTHORITY/EXECUTION</b>	15
41.	<b>CLERK OF CIRCUIT COURT</b>	15
42.	<b>HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT ("HIPAA")</b>	15
	<b>ATTACHMENT "A" – DISTRICT FACILITIES</b>	17
	<b>ATTACHMENT "B" – NORTH BROWARD HOSPITAL DISTRICT FEE SCHEDULE</b>	18

**GROUND AMBULANCE TRANSPORTATION SERVICES**  
**INTERLOCAL AGREEMENT**

THIS INTERLOCAL AGREEMENT FOR GROUND AMBULANCE TRANSPORTATION SERVICES ("**Agreement**"), by and between the NORTH BROWARD HOSPITAL DISTRICT, a special tax district of the State of Florida with its principal office at 303 Southeast 17th Street, Fort Lauderdale, Florida 33316 ("**District**"), and the City of Fort Lauderdale, a Florida municipality with its principal office at 100 North Andrews Avenue, Fort Lauderdale, Florida 33301 ("**Contractor**"), takes effect on September 19, 2012.

**RECITALS:**

- A. District is a multi-facility hospital system consisting of four (4) hospitals ("**District Hospitals**") and several ancillary centers and facilities located throughout Northern Broward County, Florida as listed on Attachment B (collectively, referred to as the "**District Facilities**").
- B. District is seeking to improve patient care levels by reducing transportation delays and streamlining the transportation process to achieve operational efficiencies and cost effectiveness.
- C. District seeks to contract with a qualified ambulance transportation contractor, commercially licensed in the State of Florida and experienced in utilizing trained professional staff appropriate for clinical needs, with state-of-the-art technology in patient medical transportation; and
- D. Contractor is a qualified transportation contractor and District and Contractor wish to reduce their agreement with respect thereto to writing herein,

**NOW, THEREFORE**, for and in consideration of the foregoing Recitals and the mutual terms and conditions set forth below, the parties mutually agree as follows:

**AGREEMENT**

- 1. **Recitals.** The foregoing Recitals are true and correct and incorporated herein by reference.
- 2. **Definitions.** The following terms, as used in this Agreement, shall have the meanings specified below unless defined otherwise elsewhere in this Agreement.

2.1 "**Advanced Life Support (ALS)**" means treatment of life-threatening medical emergencies through the use of techniques such as endotracheal intubation, the administration of drugs or intravenous fluids, telemetry, cardiac monitoring, and cardiac defibrillation by a qualified person, pursuant to rules of the FDH. The term ALS shall be inclusive of the provision of BLS services.

2.2 **"Ambulance"** means a vehicle that is designed, constructed, reconstructed, maintained, equipped, or operated for, and is used for, or intended to be used for, ground transportation of sick or injured persons requiring or likely to require medical attention during transport.

2.3 **"Affiliate"** means any corporation, partnership or other legal entity directly or indirectly owned or controlled by, or which owns or controls, or which is under common ownership or control, with the parties identified above.

2.4 **"Basic Life Support (BLS)"** means treatment of medical emergencies by a qualified person through the use of techniques such as patient assessment, cardiopulmonary resuscitation (CPR), splinting, obstetrical assistance, bandaging, administration of oxygen, application of medical antishock trousers, administration of a subcutaneous injection using a premeasured autoinjector of epinephrine to a person suffering an anaphylactic reaction, and other techniques described in the Emergency Medical Technician Basic Training Course Curriculum of the United States Department of Transportation. The term "basic life support" also includes other techniques which have been approved and are performed under conditions specified by rules of the FDH.

2.5 **"Emergency Medical Technician (EMT)"** means a person who is certified by the FDH to perform Basic Life Support.

2.6 **"Government Agencies"** mean the following:

AHCA: State of Florida Agency for Health Care Administration  
FDH: State of Florida Department of Health  
CMS: Centers for Medicare and Medicaid Services  
DHHS: U.S. Department of Health and Human Services  
DCFS: State of Florida Department of Children and Family Services  
GAO: U.S. Government Accounting Office

2.7 **"Interfacility Transfer"** means the transportation by Ambulance of a patient between two medical facilities (including District Facilities), as defined by FDOH.

2.8 **"Medical Director"** means a physician who is under contract with Contractor and who provides medical supervision, including appropriate quality assurance functions, for daily operations and training of EMTs and Paramedics performing Medical Transport Services pursuant to this Agreement.

2.9 **"Medical Transport Services"** means the transport of individuals needing a Routine Transfer or those requiring medical attention, including emergency medical services during (i) prehospital transports to a District Hospital, (ii) Interfacility Medical Transports, (iii) Specialty Care Transports and (iv) Neonatal Transports via Ambulances capable of delivering Basic Life Support and Advanced Life Support, including ventilators with c-pap and bi-pap capabilities.

2.10 **"Neonatal Transport"** means the transport of any neonate requiring emergency transfer from a hospital licensed under Chapter 395 F.S., to a Level II or Level III neonatal intensive care unit.

2.11 **"Paramedic"** means a person who is certified by the FDH to perform Basic Life Support and Advanced Life Support.

2.12 **"Person"** means a natural person, corporation, partnership, limited liability company, limited liability partnership, trust, or any other artificial entity created by law or contract.

2.13 **"PPS-Part A Covered Medical Transport Services"** means the movement by Ambulance of a patient admitted to a District Hospital to another facility temporarily for specialized care while the patient maintains inpatient status at the District Hospital, where such transport services are considered part of the regular plan of care received by an inpatient and are included in the per diem amount payable under the Medicare Part A hospital prospective payment system (PPS), in accordance with the Centers for Medicare & Medicaid (CMS) rules and regulations, as may be amended.

2.14 **"Routine Transfer"** means the transportation by Ambulance of stretcher patients under non-emergency conditions, which may be either an Interfacility Medical Transfer or a transfer that originates or terminates at a patient's residence.

2.15 **"Service Area"** means Broward, Miami Dade and Palm Beach Counties.

2.16 **"Specialty Care Transport"** means an Interfacility Transport of a critically injured or ill patient by Ambulance, at a level of service beyond the scope of an EMT or Paramedic. Specialty Care Transport is necessary when a patient's condition requires ongoing care that must be furnished by one or more health professionals in an appropriate specialty area, for example, nursing, emergency medicine, respiratory care, cardiovascular care, or a Paramedic with additional specialized training.

2.17 **"State"** means the State of Florida.

3. **Specific Duties and Responsibilities of Contractor.** In accordance with the terms and conditions of this Agreement, Contractor shall be responsible for performing, or ensuring the performance of, the following during the Term of this Agreement:

3.1 **Medical Transport Services; Ambulances.** Contractor shall be available to provide all Medical Transport Services for the District Facilities within the Service Area on a twenty-four hour basis, 365 days of the year. All health services and medical care provided during any transport under this Agreement shall be the sole responsibility of Contractor. Contractor shall provide a sufficient number of totally operable and comfort-controlled Ambulances including air conditioning and all specialized equipment necessary to meet all of the levels of medical transportation needs of the District, including transports requiring Basic Life Support, Advanced Life Support, Neonatal Transports and Specialty Care Transports. Ambulances used for Advanced Life Support, Neonatal Transports and Specialty Care Transports shall be ventilator capable and able to

provide both c-pap and bi-pap respiratory treatments. Each Ambulance used by Contractor to render Medical Transport Services shall: (i) be furnished with essential medical supplies and equipment as approved by the Medical Director, which is in good working order, (ii) meet appropriate standards for design and construction, (iii) be equipped with an appropriate two way communication system, (iv) meet appropriate safety standards, (v) be insured *via* a self-insurance program pursuant to Subsection 768.28(16)(a), Florida Statutes (2011), as may be amended or revised, (vi) have on board a current copy of all standing orders authorized by the Medical Director, and (vii) maintain a valid vehicle permit under Section 401.26, Florida Statutes to provide BLS and ALS services.

3.2 **Response Time.** Medical Transport Services provided under this Agreement may be either on demand or pre-scheduled for non-emergency transports. Contractor's response time for (i) emergency calls shall be no more than twenty (20) minutes; (ii) District Hospital emergency department discharges thirty (30) minutes or less, and (iii) non-emergency calls not longer than sixty (60) minutes. Pre-scheduled transports shall receive on-time service as requested by District. District may request shorter response times for individual patients or particular situations. If Contractor cannot respond within the timeframe requested, District retains the right to contact another ambulance company that can respond as needed.

3.3 **Call Center and Triage Program.** Contractor shall provide a single calling number ("**Contact Number**") for all levels of medical transportation. Contractor's call center personnel shall conduct a simple triage to determine the most appropriate level of transportation for each transportation request and communicate such recommendation to the District prior to dispatching transport.

3.4 **Staffing of Ambulances.** Contractor shall staff each Ambulance with at least two (2) Contractor staff members ("**Contractor Personnel**"), each of whom is certified with the State of Florida Department of Health to provide transport and emergency medical services. Contractor Personnel shall hold a minimum certificate of training as an EMT. For situations requiring a higher level of care, Contractor Personnel will be certified as Paramedics. For Neonatal Transports involving the transport of a neonate to a Level II or Level III neonatal intensive care unit, Contractor shall comply with the requirements set forth in Rule 64(J)-1.006, Florida Administrative Code, as amended, including, without limitation staffing the Ambulance with a registered neonatal nurse provided by the District and either a neonatal registered respiratory therapist provided by the District, a Paramedic, or another registered neonatal nurse provided by the District, who meet the qualifications set forth in Rule 64(J)-1.006, as determined by the District's Director of the Regional Perinatal Intensive Care Center Neonatal Transport Program. At all times while this Agreement is in effect, District's Chief Executive Officer or duly authorized designee shall notify the Contractor in writing of its concerns related to the provision of services by Contractor's Personnel ("**CP Notice**"). Upon receipt of CP Notice, Contractor shall use its best efforts to investigate the matter fully and shall discipline in accordance with the Contractor's rules and regulations, policy and procedures, as well as the terms and conditions set forth in the collective bargaining agreement between the Contractor and its personnel to ensure at all times that patient care is not compromised.



3.5 **Medical Director.** Contractor must employ or contract with a Medical Director that meets requirements of 64J-1.004, Florida Administrative Code. Contractor shall ensure Medical Director: (i) develops and issues medically appropriate standing orders and protocols which permit specified ALS and BLS procedures when communication cannot be established with a supervising physician or when any delay in patient care would potentially threaten the life or health of a patient; (ii) or his appointee, is available to provide 24-hour-per-day, 7-day-per-week medical direction; (iii) develops and implements a patient care quality assurance system to assess the medical performance of Contractor's Paramedics and EMTs; (iv) establishes security procedures for medications, fluids and controlled substances in compliance with applicable laws; and (v) trains all EMTs and Paramedics in accordance with applicable laws.

3.6 **District Facility Equipment.** Contractor is responsible for and shall promptly return to District any of the District's equipment used during transport or by personnel required to accompany patient during transport to or from District Facilities. Contractor agrees to reimburse District for any of District's equipment which is lost, broken, not returned, or otherwise found missing after the transport unless the damage is due to ordinary wear and tear or if the damage or loss was directly caused by a District employee or contractor. The cost for such equipment shall be at the depreciated value, as determined by the District and agreed upon by the Contractor.

3.7 **Drivers.** Contractor shall ensure that its Ambulances are driven only by trained, experienced and qualified persons holding a valid driver's license under Chapter 322 of the Florida Statutes. Drivers shall be trained in the safe operation of Ambulances and have completed an emergency vehicle operator's course approved by the Contractor.

3.8 **Patient Care Records.** Contractor shall maintain an accurate and complete record of Medical Transport Services calls on forms that contain such information as is required by the FDH and all applicable laws and regulations for each patient transported from a District Hospital. The accurate and complete patient care record shall be provided to the District Facility and any medication errors and reactions *en route* shall be immediately reported to the physician who ordered the medication, the releasing physician and the Medical Director. Such records shall be available for inspection and shall be retained for a period of at least five (5) years.

4. **Compliance with Regulatory Requirements/Accreditation Standards.** Contractor agrees that all Medical Transport Services provided by Contractor under this Agreement shall comply with all applicable standards, including, without limitation, the laws, ordinances, rules, and regulations of any governing federal, State, or local agency.
5. **Service Locations.** Contractor shall provide and perform the Medical Transport Services for the District Facilities listed on Attachment "B."
6. **Management Reports.** To the extent permitted by law, Contractor shall provide or cause to be provided to District all records and reports, including records and reports of billing and receipts relating to Medical Transport Services performed hereunder, as requested by District. Contractor agrees that it will provide copies of all records and

reports requested by the District for patients transported. Further, Contractor agrees to provide to District, on at least a monthly basis, usage reports detailing the specific Medical Transport Services provided for each Service Location. Such report shall be in the form, and contain the information reasonably requested by District.

7. **Personnel.** Contractor represents and warrants that all Contractor Personnel, including EMTs and Paramedics responsible for rendering Medical Transport Services, except the Medical Director, will at all times be employees of Contractor. Contractor shall be solely responsible for the supervision, daily direction and control of all Contractor Personnel, excluding the Medical Director. In addition, Contractor shall be responsible for payment of all compensation, benefits and employer taxes relating to such Contractor Personnel (including workers' compensation and disability) as provided by applicable law or ordinance.
8. **Code of Conduct.** Contractor shall not solicit the services of any individual currently employed by District or under a service contract with District for the provision of clinical medical care.
9. **Use of Premises.** Except as applied to the Medical Director, Contractor shall not use or knowingly permit any other person who is under its direction to use, any part of District's premises for any purpose other than the performance of Medical Transport Services for District, its patients and their private physicians pursuant to this Agreement.
10. **Term and Termination.**

10.1 **Term.** The term of this Agreement shall be three (3) years commencing on September 19, 2012 and ending on September 18, 2015, unless sooner terminated as provided herein ("**Initial Term**"). The District, upon Contractor approval, may renew this Agreement for two (2) additional one (1) year terms, upon giving Contractor written notice of its intent to renew at least sixty (60) days prior to the expiration of the current term ("**Renewal Term**"). Any Renewal Term shall be on the same terms and conditions as the Initial Term, including all payment and pricing provisions. The Initial Term and Renewal Term shall be collectively referred to as "**Term.**"

10.2 **Termination for Default.** If either party defaults in its performance under this Agreement and does not cure the default within thirty (30) days after written notice of default from the non-defaulting party, the non-defaulting party may terminate this Agreement immediately upon written notice to the defaulting party without penalty and without any further liability after the date of termination. Upon such termination, the District shall pay Contractor for all Medical Transport Services provided prior to the date of termination in accordance with the terms of this Agreement. Termination for default shall not preclude the non-breaching party from pursuing any and all remedies available to it at law or in equity.

10.3 **Termination for Convenience.** The District or the Contractor may terminate this Agreement at any time without cause upon thirty (30) days prior written notice to the other party. The District will compensate Contractor in accordance with the payment

provisions of the Agreement for those Medical Transport Services furnished prior to the date of termination.

10.4 **Immediate Termination by District.** District may terminate this Agreement immediately by written notice to Contractor upon the occurrence of any of the following events:

- (a) The denial, suspension, revocation, termination, restriction, lapse, or voluntary relinquishment (under threat of disciplinary action) of Contractor's or any Contractor Personnel's license or certificate, as applicable, to provide Medical Transport Service in this State, or any jurisdiction.
- (b) The failure of Contractor or any Contractor Personnel to make a timely disclosure required pursuant to Section 12 of this Agreement.
- (c) Fifteen (15) days following notice (including CP Notice) to Contractor and Contractor's failure to cure, conduct by Contractor or any Contractor Personnel which, in the sole discretion of District, could affect the quality of professional care provided to District's patients or the performance of the duties required hereunder, or be prejudicial or adverse to the best interest and welfare of District or its patients.
- (d) Failure of Contractor to maintain the self-insurance required under this Agreement.
- (e) Contractor's failure to terminate Contractor Personnel convicted of a criminal offense related to healthcare or listed by a federal agency as being debarred, excluded, or otherwise ineligible for federal program participation or Contractor's conviction of a criminal offense related to healthcare, or Contractor's listing by a federal agency as being debarred, excluded, or otherwise ineligible for federal program participation.

10.5 **Cure for Breach.** Contractor may cure such breach caused by any Contractor Personnel under Subsection 10.9 by, subject to the Contractor's policies, rules, regulations, the terms of any applicable collective bargaining agreement, and applicable law, preventing said Contractor Personnel from providing any Medical Transport Services under this Agreement.

10.6 **Bankruptcy or Insolvency.** This Agreement shall terminate (i) on the filing of a voluntary petition in bankruptcy or for reorganization under any bankruptcy law, or a petition for the appointment of a receiver of all or any substantial portion of the assets of either party, or any voluntary or involuntary steps to dissolve unless such steps to dissolve are promptly reversed or voided; (ii) upon the consent by either party to an order for relief under the federal bankruptcy laws or the failure to vacate such an order for relief within ninety (90) days from and after the date of entry thereof; (iii) upon the entry of an order, judgment, or decree adjudging a party as bankrupt or insolvent or which appoints or provides for the taking of possession by a receiver, trustee, liquidator, or

similar official for any of the property of a party and any such order, judgment, or decree continuing unstayed and in effect for a period of ninety (90) days.

10.7 **Effect of Termination.** Upon expiration or termination of this Agreement, such expiration or termination shall not affect any of the obligations of either party arising prior to the date of such expiration or termination, nor shall such expiration or termination affect any obligations, promises or covenants contained herein which are expressly made to extend beyond the Term of this Agreement

10.8 **Required Disclosures.** Contractor shall notify District in writing within three (3) days after Contractor is notified of the occurrence of any of the following events:

- (a) Contractor's license in this State lapses or is denied, suspended, revoked, terminated, relinquished or made subject to terms of probation or other restriction;
- (b) Contractor is required to pay damages in any malpractice action by way of judgment or settlement;
- (c) Contractor becomes the subject of an investigatory, disciplinary, or other proceeding before any governmental, professional or licensing board;
- (d) Contractor's Drug Enforcement Agency number is revoked, suspended, terminated, relinquished, placed on terms of probation, or restricted in any way;
- (e) An event occurs that materially adversely affects Contractor's ability to perform Contractor's obligations hereunder; or
- (f) Contractor is convicted of a criminal offense related to healthcare or Contractor's or any of Contractor's Personnel is listed by a federal agency as being debarred, excluded or otherwise ineligible for federal program participation.

## 11. **Fees and Billings.**

11.1 **Compensation for PPS-Part A Covered Medical Transport Services.** District shall be responsible for compensating Contractor for all PPS-Part A Covered Medical Transport Services provided under this Agreement at the fees set forth in The North Broward Hospital District Fee Schedule, attached hereto as Attachment B. Contractor accepts as payment in full for PPS-Part A Covered Medical Transport Services the Fees set forth on Attachment A and shall not bill or attempt to collect any revenues from any third parties, including without limitation, the Medicare program.

11.2 **Compensation and Billing for all other Medical Transport Services.** Except for PPS-Part A Covered Medical Transport Services which are billed to the District directly in accordance with subsection 11.3 of this Agreement, District assumes no financial responsibility for all other Medical Transport Services. The parties

acknowledge and agree that Contractor shall have the sole right to bill and collect all fees for the provision of all other Medical Transport Services provided hereunder from patients, employers, insurers, and any other third party payors ("**Revenues**"). District shall provide to Contractor all information reasonably necessary and appropriate for the Contractor's billings, reimbursement and collections. District acknowledges and agrees that the Revenues are the sole and exclusive property of Contractor and District shall have no right to any such Revenues. Contractor represents, warrants and covenants that in billing for Medical Transport Services Contractor shall comply with all applicable state and federal laws and regulations.

11.3 **District Billings; Invoices, Payments.** Contractor agrees to bill District directly on a case-by-case basis as directed by District for PPS-Part A Covered Medical Transport Services only. Contractor shall submit such invoices to the District at 1608 S.E. 3rd Avenue, Fort Lauderdale, Florida 33316, attention: Accounts Payable Department. The District shall pay all invoices within thirty (30) days after receipt of a complete invoice. Invoices shall include the following information: contract number, purchase order number and description of the PPS-Part A Covered Medical Transport Services (detailing specific equipment by District Facility and Service Location) furnished under this Agreement as a line item with the relevant Fees set forth on Attachment B.

11.4 **Disputed Invoices.** If the District disputes all or any portion of the charges submitted to the District for PPS-Part A Covered Medical Transport Services, such charges shall not be payable until the dispute is resolved. In this regard, each party agrees to use its best efforts to resolve any such payment dispute(s) as may arise as expeditiously as possible.

## 12. **Indemnification.**

12.1 **Contractor's Indemnification Obligations.** Subject to the sovereign immunity waiver limits set forth in Section 768.28, Florida Statutes (2011), as may be amended or revised, the Contractor agrees to indemnify and hold the District harmless from and against damages in tort for money damages for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the Contractor while acting within the scope of the employee's office or employment under circumstances in which the Contractor, if a private person, would be liable to the claimant, in accordance with the general laws of the State of Florida in providing and/or performing the Medical Transport Services, or in the performance of any other duties and/or obligations under this Agreement. Nothing herein shall be construed as a waiver of the Contractor's entitlement to sovereign immunity as a matter of statutory and common law. Contractor's indemnification obligation shall survive termination or expiration of this Agreement.

12.2 **District's Indemnification Obligations.** Subject to the sovereign immunity waiver limits set forth in Section 768.28, Florida Statutes (2011), as may be amended or revised, the District agrees to indemnify and hold the Contractor harmless from and against damages in tort for money damages for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the

District while acting within the scope of the employee's office or employment under circumstances in which the District, if a private person, would be liable to the claimant, in accordance with the general laws of the State of Florida. Nothing herein shall be construed as a waiver of the District's entitlement to sovereign immunity as a matter of statutory and common law. The District's indemnification obligation shall survive termination or expiration of this Agreement.

13. **Insurance.**

13.1 **Contractor's Insurance Obligations.** Contractor is a state agency or subdivision of the State of Florida and maintains a self-insurance fund, which provides for liability coverage. Contractor agrees to keep such self-insurance fund in full force and effect continuously during the term of this Agreement. Contractor will provide District evidence of the existence of its self-insurance fund upon written request. Nothing herein shall be construed or interpreted as a waiver of Contractor's entitlement to sovereign immunity as a matter of statutory and common law, or to extend Contractor's liability beyond the limits established in Section 768.28, Florida Statutes, as amended.

13.2 **District's Insurance Obligations.** District is a state agency or subdivision of the State of Florida and maintains a self-insurance fund, which provides for liability coverage. District agrees to keep such self-insurance fund in full force and effect continuously during the term of this Agreement. District will provide Contractor evidence of the existence of its self-insurance fund upon written request. Nothing herein shall be construed or interpreted as a waiver of District's entitlement to sovereign immunity as a matter of statutory and common law, or to extend District's liability beyond the limits established in Section 768.28, Florida Statutes, as amended.

14. **Attorney's Fees.** In connection with any litigation, mediation, special proceeding or other proceeding arising out of or in connection with this Agreement, the successful or prevailing party or parties shall be entitled to recover from the other party or parties reasonable fees of attorneys, paralegals, and legal assistants, court costs and all expenses (including, without limitation, all such fees, costs and expenses incident to appeals and post-judgment proceedings), together with any sales tax thereon, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled. Either party's liability for costs and reasonable attorney's fees, however, shall not alter or waive such party's sovereign immunity or extend such party's liability beyond the limits established in Section 768.28, Florida Statutes (2011), as may be amended or revised.

15. **Sovereign Immunity.** The parties hereto acknowledge that the District and the Contractor are political subdivisions or agencies of the State of Florida and enjoy sovereign immunity. Nothing in this Agreement shall be construed to require either party to indemnify the other party or insure the other party for such other party's negligence or to assume any liability for such other party's negligence. Further, any provision in this Agreement that requires the either party to indemnify, hold harmless or defend the other party from liability for any other reason shall not alter such party's waiver of sovereign immunity or extend such party's liability beyond the limits established in section 768.28, Florida Statutes (2011), as may be amended or revised.

16. **Confidentiality.** Contractor acknowledges that in connection with the performance of its Medical Transport Services under this Agreement, Contractor, and its agents, employees, and representatives, will be privy to and have access to certain patient information and may be privy to trade secrets of the District, including, without limitation, vendor lists, customer lists, financial information and other materials, records and/or information of a proprietary nature (“Confidential Information”). Therefore, in order to protect the Confidential Information, to the extent the patient information is exempt from disclosure or confidential pursuant to Florida or federal law, and in the case of trade secrets, to the extent the information is a trade secret under Florida law, Contractor shall not, and Contractor shall cause its agents, employees, and representatives to not, divulge, disclose, publicize or disseminate the Confidential Information to any third party.
17. **Notice.** Any notice, or other communication required or desired to be given to either party under this Agreement shall be in writing, shall be addressed to the parties as set forth below, and shall be deemed given: (a) when received, if personally delivered; or (b) on the date of the receipt if sent by facsimile transmission, certified or registered mail, or by overnight mail or courier. Either party may change its address or facsimile number for notices under this Agreement by giving the other party notice of such change.

Notice to Contractor:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Legal Notice to the District  
 or Notice Required under  
 Agreement:

\_\_\_\_\_  
 North Broward Hospital District  
 Contracts Compliance & Administration  
 303 S.E. 17th Street, 5th Floor  
 Fort Lauderdale, FL 33316  
 Telephone: (954) 355-5183

With a copy to:

General Counsel  
 North Broward Hospital District  
 303 S.E. 17th Street, 6th Floor  
 Fort Lauderdale, FL 33316

18. **Contractor Representations and Warranties.** Contractor represents and warrants to District, upon execution and while this Agreement is in effect, that:
- (a) Contractor is not bound by any agreement or arrangement which would preclude Contractor from entering into, or from fully performing the Medical Transport Services required under this Agreement.
- (b) Neither Contractor nor any of Contractor’s Personnel have in the past conducted and is not presently conducting, its or his/her business in such a manner as to cause Contractor or any Contractor Personnel to be suspended, excluded, debarred or sanctioned under the

Medicare or Medicaid Programs, or any government licensing agency, nor have they ever been convicted of a criminal offense related to healthcare, or listed by a federal agency as debarred, excluded or otherwise ineligible for federal program participation.

- (c) Contractor and each Contractor Personnel have, and shall maintain throughout the term of this Agreement, all appropriate federal, State and local licenses and certifications which are required in order to perform the Medical Transport Services required of Contractor under this Agreement.
  - (d) In providing Medical Transport Services on behalf of Contractor under this Agreement, Contractor shall ensure all Contractor Personnel comply with all applicable provisions of this Agreement.
  - (e) All drivers employed by Contractor to provide Medical Transport Services under this Agreement will at all times hold valid driver licenses, with appropriate passenger endorsements, issued by Florida Department of Motor Vehicles. All Ambulances used by Contractor will be maintained and kept in working order and will comply with all applicable regulations and inspection requirements of the Florida Highway Patrol and any other applicable Government Agencies.
19. **Survival.** All representations, warranties and indemnities of District and Contractor under this Agreement shall survive the expiration or sooner termination of this Agreement.
20. **Headings.** The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation, or define or limit the provisions of this Agreement.
21. **Entire Agreement; Amendment.** This Agreement and all Attachments to this Agreement represent the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all other negotiations, understandings, and representations, if any, made by and between the parties. This Agreement may be modified or amended only by written agreement signed by the District and Contractor.
22. **Equal Opportunity Employment.** Contractor agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age or national origin and will take affirmative steps to ensure that person who apply with Contractor are employed and employees are treated during employment without regard to race, color, religion, sex, age or national origin. This provision shall include, but not be limited to the following: employment upgrading, demotion, or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeships. Contractor further agrees to comply with Executive Order No. 11246 entitled "Equal Opportunity" as amended by Executive Order No. 11375, as supplemented by the Department of Labor Regulations (41 CFR Part 60).
23. **Assignment and Subcontracts.** Contractor agrees not to enter into subcontracts, or assign, transfer, convey, delegate or otherwise dispose of this Agreement, Contractor's



obligations under this Agreement or any or all of its right, title or interest in this Agreement to any third party, including Affiliates, without District's prior written consent, which consent shall be in the Districts sole and absolute discretion.

24. **Public Records Law.** The parties acknowledge, agree and understand that both parties are subject to the Florida Sunshine Act and Public Records Law of the State. As such, any confidentiality provisions of this Agreement shall have no effect when disclosure is required by such State laws or upon court order.
25. **Governing Law; Jurisdiction and Venue.** This Agreement has been executed and delivered in, and shall be interpreted, governed, construed and enforced pursuant to and in accordance with the laws of the State without giving effect to the principles of conflict of laws of the State. The parties agree that the sole and exclusive venue for any litigation, mediation, special proceeding or other proceeding as between the parties that may be brought or that arises out of or in connection with or by reason of this Agreement shall be Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida, Fort Lauderdale Division.
26. **Independent Contractor.** It is expressly acknowledged by the parties hereto that the Contractor is an independent Contractor, and nothing contained in this Agreement will be deemed or construed to create a partnership or joint venture between District and Contractor or any other relationship between the parties. Additionally, nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, or to allow District, or its agents, representative, or employees, to exercise control or direction over the manner or method by which the Contractor performs any services which are the subject of this Agreement.
27. **Partial Invalidity.** If any provision of this Agreement or the application thereof to any Person or circumstance shall to any extent be held invalid by a court of competent jurisdiction, then the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
28. **Separability.** Each and every covenant and agreement contained in this Agreement shall for all purposes be construed to be a separate and independent covenant and agreement, and the breach of any covenant or agreement contained herein by either party shall in no way or manner discharge or relieve the other party from its obligation to perform all other covenants and agreements herein.
29. **Provisions Binding.** Except as otherwise expressly provided in this Agreement, all covenants, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors and permitted assigns.
30. **Force Majeure.** Neither party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or for other interruption of service deemed

resulting, directly or indirectly, from acts of God, civil or military authorities, acts of the public enemy, war (whether or not declared), terrorism, riots, insurrections, acts of government, accidents, fires, explosions, earthquakes, floods, failure of transportation, strikes or other work interruptions by employees or any similar or dissimilar cause beyond the reasonable control of either party. The time for performance shall be deemed extended for a period equal to the duration of such event. If any period of force majeure continues for thirty (30) days or more, District may terminate this Agreement upon written notice to Contractor. During any period of delay or failure of performance due to force majeure, District may, at its expense, make arrangements for substitute performance, by itself or any third party, of any of the obligations of Contractor and Contractor need not maintain the Ambulances, personnel or any special equipment on alert basis to perform services under this Agreement; and Contractor shall be free to utilize such personnel elsewhere or to make substitution therefore of similar personnel, all as Contractor may determine in its sole discretion. The term "force majeure" shall not include changes in market conditions or governmental action that affects the cost of, availability of, or the demand for services or products or include a party's financial inability to perform. Any non-performing party shall use its best efforts to correct any event of force majeure and resume performance as quickly as possible.

31. **Non-Waiver.** No inaction upon any breach or waiver of any provision of this Agreement by any party shall be construed to be a waiver of any prior or subsequent breach of the same or any other provision of this Agreement. Nor will any custom or practice which may grow up between the parties in the administration of the provisions hereof be construed to waive or lessen the right of either party to insist upon the performance by the other party in strict accordance with the terms hereof.
32. **Mutual Representation of Mutual Representation of Authority.** Contractor and District represent and warrant to each other that they have full right, power and authority to enter into this Agreement. The signatories on behalf of Contractor and District further represent and warrant that they have full right, power and authority to act on behalf of Contractor and District, respectively, in entering into and executing this Agreement.
34. **Third Party Beneficiary.** The District and Contractor expressly agree and acknowledge that this Agreement does not and is not intended to grant to or create any rights in other Persons as third-party beneficiaries or otherwise. Nothing herein shall be construed as either party's consent to be sued by third parties in any matter arising out of this Agreement.
35. **Access to Books, Documents and Records.** In accordance with Title 42 of the United States Code, Section 1395x(v)(1)(1), as amended, until the expiration of four (4) years after the termination of this Agreement, Contractor shall make available to the Secretary of the United States Department of Health and Human Services (HHS) and the United States Comptroller General of the Government Accounting Office (GAO), and their duly authorized representatives, this Agreement and, except to the extent any one or more of the following is/are exempt from disclosure or confidential pursuant to Florida or federal law, all material books, documents and records in Contractor' possession or control necessary to certify the nature and extent of the cost to the District of the services

provided pursuant to this Agreement. Furthermore, Contractor shall assist and cooperate with Florida's Medicaid agency in complying with the agency's access to records requirement pursuant to Title 45 of the Code of Federal Regulations Section 95.615, as amended, except to the extent any one or more of such records is/are exempt from disclosure or confidential pursuant to Florida or federal law. In addition, Contractor hereby agrees, if services are to be provided by subcontract with a related organization (and such subcontract is approved by District), to require by contract that such subcontractor make available to the HHS and GAO, or their authorized representatives, except to the extent any one or more of the following is/are exempt from disclosure or confidential pursuant to Florida or federal law, all contracts, books, documents, and records, relating to the nature and extent of the cost thereunder for a period of four (4) years after the furnishing of services thereunder.

36. **Counterparts.** This Agreement may be executed in multiple counterparts, and by facsimile signatures, each of which shall be deemed an original and all of which shall constitute a single agreement.
37. **Cumulative Remedies.** Except as otherwise provided for to the contrary in this Agreement, remedies provided for in this Agreement shall be in addition to and not in lieu of any other remedies available to either party and shall not be deemed a waiver or substitution for any action or remedy the parties may have under law or equity.
38. **Construction and Acknowledgement; Advice of Counsel.** This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted. Each party has been advised by legal counsel with regard to its obligations and rights under this Agreement.
39. **Time of Essence.** Time shall be of the essence with respect to this Agreement.
40. **Authority/Execution.** Each signatory to this Agreement represents and warrants that he/she possesses all necessary capacity and authority to act for, sign, and bind the respective entity or person on whose behalf he/she is signing.
41. **Clerk of Circuit Court.** This Agreement shall be filed with the Clerk of Circuit Court in and for Broward County, Florida, pursuant to Section 163.01, Florida Statutes (2011), as may be amended or revised.
42. **Health Insurance Portability and Accountability Act ("HIPAA").** Each party to this Agreement represents that it is a covered entity and a health care provider under HIPAA.

**[Signatures on following page]**

**IN WITNESS WHEREOF**, the parties have executed this Agreement the day and year first written above, or upon the date of execution of this Agreement, whichever is later.

Signed, sealed and delivered  
in the presence of:

**NORTH BROWARD HOSPITAL DISTRICT**

\_\_\_\_\_  
Signed Name

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

\_\_\_\_\_  
Printed Name

Date: \_\_\_\_\_

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_

\_\_\_\_\_  
Signed Name

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

\_\_\_\_\_  
Printed Name

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

Date: \_\_\_\_\_

APPROVED as to Legal Form

Date: \_\_\_\_\_

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

North Broward Hospital District

**CITY OF FORT LAUDERDALE:**

\_\_\_\_\_  
John P. "Jack" Seiler, Mayor

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Jonda K. Joseph, City Clerk

\_\_\_\_\_  
Lee R. Feldman, City Manager

Approved as to form:

\_\_\_\_\_  
City Attorney

## **ATTACHMENT "A"**

### **DISTRICT FACILITIES**

**Broward Health Medical Center (BHMC)**  
1600 South Andrews Avenue  
Fort Lauderdale, FL 33316

**Seventh Avenue Family Health Center**  
200 N.W. 7th Avenue  
Fort Lauderdale, FL 33311

**Broward Health Coral Springs (BHCS)**  
3150 Coral Hills Drive  
Coral Springs, FL 33065

**Broward Health Weston (BHW)**  
2300 N. Commerce Parkway  
Weston FL. 33326

**Broward Health North (BHN)**  
201 East Sample Road  
Deerfield Beach, FL 33064

**Children's Diagnostic and Treatment  
Center (CDTC)**  
141 South Federal Highway  
Ft. Lauderdale, FL 33316

**Broward Health Imperial Point (BHIP)**  
6401 North Federal Highway  
Fort Lauderdale, FL 33308

[All other subsidiaries of the North Broward  
Hospital District.]

## ATTACHMENT "B"

### The North Broward Hospital District Fee Schedule

#### Ambulance

- Advanced Life Support \$ \_\_\_\_\_ 400.00 \_\_ (Round Trip, All Charges Included)
- Basic Life Support \$ \_\_\_\_\_ 350.00 \_\_ (Round Trip, All Charges Included)
- Outside of Broward County \$ \_\_\_\_\_ 3.00 \_\_ per mile (charges starting at county-line)
- The above Ambulance transportation charges will only be charged to District for PPS-Part A Covered Medical Transport Services.