



SERVICE AGREEMENT BETWEEN
FORT LAUDERDALE HOSPITAL, INC.,
AND
CITY OF FORT LAUDERDALE

THIS AGREEMENT is entered and effective September 19, 2012, by and between FORT LAUDERDALE HOSPITAL, INC., a Florida corporation, ("HOSPITAL"), and CITY OF FORT LAUDERDALE, a Florida municipality, ("Vendor" or "FLFR"), for the provision of medical transportation services for patients admitted to, and being cared for, by Fort Lauderdale Hospital.

WHEREAS, Vendor operates an interfacility transfer service pursuant to a license issued by Broward County, Florida; and

WHEREAS, HOSPITAL owns and operates a hospital within the geographic bounds of the City of Fort Lauderdale, Florida,

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

I. VENDOR'S RESPONSIBILITIES AND SERVICES

- 1.1 Vendor shall provide interfacility medical transfer services to HOSPITAL by transporting patients designated and authorized by HOSPITAL. FLFR will provide all pickups within a one-hour window. In the event of an unforeseen incident (e.g. motor vehicle accident) FLFR will contact HOSPITAL staff immediately.
- 1.2 Vendor agrees that services will be provided to HOSPITAL without regard to patients' race, color, religion, national origin, gender, or handicap.
- 1.3 All services and products shall be provided in accordance with all federal, State of Florida, and Broward County standards, regulations and licensure requirements.

II. COMPENSATION AND BILLING

Vendor shall bill HOSPITAL the Vendor's then-current-fee-at-the-time-of-the interfacility-transfer for each uninsured interfacility transfer performed for HOSPITAL, of which HOSPITAL shall pay Vendor the amount of \$160. The amount for which the HOSPITAL shall pay the Vendor for each uninsured interfacility medical transfer shall increase by 3% compounded effective upon the commencement of each successive renewal period, if any. The invoice shall include the name of the patient transported,

the date and time of the transportation, the place of pick-up and destination, the person placing the transportation order, mileage, and a brief description of the type of transportation service provided. Billing invoices will be submitted at the end of each week with a statement that payment is due thirty (30) days within receipt of invoice.

HOSPITAL shall not be required to pay the Vendor for interfacility transfer of any patient that is covered by Medicaid or Medicare or insured by commercial or private insurance for such interfacility transfer.

HOSPITAL agrees to pay Vendor within thirty (30) days following HOSPITAL's receipt of invoice.

The HOSPITAL shall not refuse to pay any invoice by Vendor for services performed pursuant to this Agreement unless the service is covered by insurance or other coverage. The HOSPITAL's refusal to pay an invoice for services shall be in writing and shall include the patient's complete insurance or other benefit coverage information.

III. TERM AND TERMINATION

This Agreement shall commence on its Effective Date indicated above and continue for a one (1) year period ending on September 19, 2013. After the initial term, this Agreement shall automatically renew for each year unless either party gives the other at least 30 days written notice of its desire to not renew prior to the expiration of the then current term of the Agreement.

Either party may terminate this Agreement without cause upon giving thirty (30) days written notice.

With Cause: This Agreement may be terminated immediately or on short notice for cause in the following cases:

- Either party's material breach of this Agreement, where the defaulting party has been given written notice of its deficiencies and failed to correct such deficiencies within 15 days after receipt of such notice (or such longer time as agreed upon by both parties). Termination pursuant to the foregoing sentence shall be effective at the expiration of the 15-day cure period (or such longer period as agreed upon for the cure). In addition, either party may terminate this Agreement immediately in the event of the other party's negligence or willful misconduct in performance under this Agreement, or in the event of a suspension or revocation of the other party's certification or licensure to perform as provided in this Agreement.

In no event shall either party have or exercise control over the manner in which the other party provides the professional service or other services required by this Agreement.

IV. GENERAL PROVISIONS

Both parties shall comply with Florida and federal law regarding the confidentiality and disclosure of each other's records and information.

Except as otherwise provided by law, Vendor shall make available all records to HOSPITAL and, in accordance with applicable law, to Vendor's and HOSPITAL's respective regulatory agencies, pertaining to the goods and services furnished under the terms of this Agreement.

Vendor shall maintain financial records related to this Agreement for a period of five (5) years concerning any financial transactions with HOSPITAL or for the length of time required by Florida law and applicable records retention schedules, whichever is longer. This obligation shall survive termination of this Agreement

HOSPITAL shall defend, counsel being subject to Vendor's approval, and indemnify and hold harmless Vendor, and Vendor's officers, employees, and agents from and against any claims for injury or damages, liability, loss, judgments, or expenses, including any award of attorney's fees and any award of costs, occasioned by or arising out of HOSPITAL'S or any of HOSPITAL'S officers', employees', trustees', agents', or subcontractors' acts or omissions.

Except as prohibited by the Florida Constitution or by the laws of the State of Florida, and subject to the limitations contained in Section 768.28, Florida Statutes (2012), as amended or revised, the Vendor agrees to indemnify and hold harmless the HOSPITAL against a judgment entered by a court of competent jurisdiction in the State of Florida against the HOSPITAL for damages or injuries caused by the Vendor's negligence in the Vendor's performance of this Agreement. The foregoing sentence does not serve as a waiver of the Vendor's sovereign immunity or of any other legal defense available to the Vendor.

If either party is unable to perform its duties under this Agreement due to strikes, lock-outs, labor disputes, governmental restrictions, fire or other casualty, emergency, the close of HOSPITAL or Vendor Fire-Rescue Department, or any cause beyond reasonable control of the party, neither party shall be in breach of this Agreement, for a period equal to any such prevention or delay or stoppage. Notwithstanding this provision, a party may terminate this Agreement immediately upon written notice if any such events continue for thirty (30) days.

Neither party may assign rights or delegate duties identified in this Agreement without prior written consent of the other party, which consent shall not be reasonably withheld; except that HOSPITAL may assign this Agreement without Vendor's consent to an entity controlled entirely by HOSPITAL.

If any legal action or proceeding is brought to enforce or interpret this Agreement, the prevailing party shall be entitled to recover from the other party all reasonable costs and attorney's fees, including such fees and costs as may be incurred in the enforcing of a judgment entered in any legal action. Any judgment or order entered in such action shall contain a specific provision providing for recovery of such attorney's fees and costs. The parties acknowledge that a substantial portion of negotiations and

anticipated performance of this Agreement occurred or shall occur in Broward County, Florida, and that, therefore, without limitation, each of the parties irrevocably and unconditionally (a) agrees that any suit, action or other legal proceeding arising out of or relating to this Agreement shall be brought in the courts of record in the State of Florida in Broward County, or in the event of federal jurisdiction, in the Southern District of Florida, Fort Lauderdale Division; (b) consents to the jurisdiction of such court in any suit, action or proceeding; and (c) waives any objection which it may have to the laying of venue of any such suit, action or proceeding in any of such court.

In the event any portion of this Agreement is declared unenforceable or void by a court of competent jurisdiction such portion not having been declared unenforceable or void shall remain in effect, unless the effect of such severance would substantially alter the Agreement or obligations of the parties, in which case the Agreement may be immediately terminated.

Any failure of a party to insist upon strict compliance with any term, undertaking or condition of this Agreement shall not be deemed to be a waiver of such term, undertaking or condition. To be effective, a waiver must be in writing, signed and dated by the parties.

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

The headings of the sections in this Agreement are for reference only and are not to be construed in any way as part of this Agreement.

All written notices to be given in connection with this Agreement shall be sufficient if sent by facsimile (together with proof of transmission and provided a hard copy is mailed within one business day), certified or registered mail, postage prepaid, or national delivery service addressed to the party entitled to receive such notice at the address specified below by such party, or changed by written notice.

As a condition precedent to the effectiveness of this Agreement, HOSPITAL shall furnish proof of a self-insured program that meets or exceeds the monetary insurance requirements set forth below, substantiated through an accredited actuary's report and associated financial statements or proof of insurance with an AM Best's A- rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the Vendor's risk manager, with specific requirements as indicated below:

Medical Professional Liability insurance in an amount not less than \$3,000,000 per occurrence limit, either through a single policy or through an excess or umbrella policy.

Commercial General Liability insurance in an amount not less than \$1,000,000 combined single limit, per occurrence, \$2,000,000 aggregate, for bodily injury and property damage, including coverage for premises/operations, products/completed operations, contractual liability, independent contractors, and liability arising out of the indemnification provision. The Commercial General Liability policy shall be endorsed to name the City of Fort Lauderdale, a Florida municipality, as an additional insured.

Business Auto Liability insurance in an amount not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage, including coverage for owned autos and other vehicles, hired autos and other vehicles, heavy equipment, non-owned autos and other vehicles.

Workers' Compensation insurance limits in accordance with Florida Statute 440, including Employer's Liability with limits not less than \$100,000 per accident, \$500,000 disease (policy limit), and \$100,000 disease (each employee) in compliance with all state and federal laws.

HOSPITAL shall provide to the Vendor at least thirty (30) days written notice by registered or certified mail, return receipt requested, addressed to the Vendor's risk manager, prior to cancellation or modification of any required insurance.

The Vendor shall provide to the HOSPITAL a letter documenting self-insurance in accordance with F.S. 768.28.

Unless otherwise expressly provided, this Agreement shall not create any third party beneficiary right for any person or entity.

V. ENTIRE AGREEMENT

This agreement, including any and all exhibits, constitutes the entire understanding and agreement between the parties as to those matters contained in it, and superseded any and all prior to contemporaneous agreements, representations, and understandings of the parties. This Agreement may be amended at any time in writing, dated and signed by both parties and attached hereto.

VI. [Reserved.]

VII. REFERRALS

Nothing in this Agreement is intended to obligate, and shall not obligate any party to this Agreement to refer clients to any other party.

IN WITNESS WHEREOF, HOSPITAL and Vendor execute this agreement as follows:

CITY OF FORT LAUDERDALE:

By: _____
John P. "Jack" Seiler, Mayor

ATTEST:

Jonda K. Joseph, City Clerk

Lee R. Feldman, City Manager

Approved as to form:

City Attorney

FORT LAUDERDALE HOSPITAL, INC.

By: _____
Print Name:
President

ATTEST:

(Seal)

Print Name:
Secretary

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2012, by _____ as president for FORT LAUDERDALE HOSPITAL, INC., a Florida corporation.

Signature of Notary Public,
State of Florida

Print, Type or Stamp Commissioned
Name of Notary Public

Personally Known _____ OR _____ Produced Identification

Type of Identification Produced: _____