



LEGAL REQUEST MEMORANDUM (LRM)

To: ☐ Matthew Minter, County Attorney ☐ Dana E. Olesky, Chief Asst County Attorney ☒ Elizabeth Alt, Sr Asst County Attorney ☐ Russell Ward, Asst County Attorney ☐ William Harris, Asst County Attorney

From: (Name) Graff Robert (Dept) Fire-Rescue - 3310
Last First
(Title) Deputy Chief (Phone) 352 291 8084
Signature [Signature] Date Thursday, June 17, 2021

The Office of the County Attorney is requested to provide legal assistance as detailed in this legal request and supporting documents (attached).

Request for: ☐ New Document ☒ Review & Comment ☐ RESUBMIT LRM No. _____
☐ Approve as to Form ☐ Other

Description of Request

MCFR is looking to enter into the attached agreements. Please review and provide comments as necessary to ensure our interests are protected.

For more information or discussion, contact: ☒ Same as above
(Name) _____ (Title) _____ (Phone) _____
Last First

COMPLETION IS REQUESTED BY: (specific date) Thursday, June 24, 2021

Please allow for a MINIMUM of five (5) working days from receipt of LRM:

Agenda Item? ☒ Yes ☐ No
Agenda Deadline Date: Friday, July 9, 2021 Agenda Date: _____

LRM No. 2021-484 DO NOT COMPLETE - Office of the County Attorney use ONLY

Outcome: Approved as to form. Date Received: _____
Marion County Attorney
JUN 17 2021
RECEIVED

Attorney Signature: [Signature] Date 7-22-2021
Staff Signature: [Signature] Returned: ☒ Department ☐ Admin ☐ Procurement
Completed
COMM PARA
7/22/2021



GRANT AGREEMENT FOR COMMUNITY PARAMEDICINE SERVICES

This Agreement is entered into by and between the **Community Foundation for Ocala/Marion County**, 324 SE 24th St., Ocala, FL 34471 (the "**Foundation**"), and Marion County, a political subdivision of the State of Florida, for the benefit of **Marion County Fire Rescue**, 2631 SE 3rd St., Ocala, FL 34471 ("**MCFR**") for the administration and oversight of funds for the Program as more fully described herein.

Project Description

The **Foundation** provides grant funding to projects meeting certain eligibility criteria. On or about August 1, 2021, MCFR entered into an agreement ("Program Contract") with Advent Health Ocala to operate a community paramedic program (the "Program") for the purpose of offering access to certain health care.

The **Foundation** approves the Program as a funding eligible project as the **Foundation** anticipates that implementation of the Program will help reduce hospital readmissions, prevent non-emergency Emergency Room visits and reduce non-emergency Emergency Medical Service runs by improving access to care for residents in Marion County, Florida.

To enhance community health and wellbeing, the **Community Foundation for Ocala/Marion County** has agreed to fund the costs incurred by MCFR solely for the Program and within the limits stated herein.

Terms of Agreement

- The **Foundation** shall provide project funding for 2021-2022 year for the term set forth below in an amount not to exceed \$126,760.00, allocated to **MCFR** as monthly reimbursements.
- The term of this Agreement shall be for a one (1) year period starting SEPTEMBER 1, 2021, and this Agreement may be renewed for one (1) additional year term by a written agreement signed by both Parties.
- **MCFR** will submit to the **Foundation** a monthly report of the previous month's expenditures no later than the 10th calendar day of each month for reimbursement not exceeding \$10,563.33 per month.
- Within five (5) business days of receipt of an approved monthly expenditure report, the **Foundation** will promptly submit reimbursement to **MCFR** at the address provided above.
- **MCFR** shall perform the Program as described in the Program Contract.
- Either party may terminate this Agreement with thirty (30) days written notice. Should operation of the Program cease, this Agreement shall terminate forthwith.

Data Access

The **Foundation** shall not have any access to patient information.

Signatures

Entered by the Parties on the date of the last signature below.

Community Foundation for Ocala/Marion County

By: _____
Lauren Deiorio, Executive Director

Date

Marion County, a political subdivision of the State of Florida f/b/o **MCFR**

By: _____
Printed Name: _____
Title: _____

Date

COMMUNITY PARAMEDIC PROGRAM AGREEMENT

This **COMMUNITY PARAMEDIC PROGRAM AGREEMENT** (this “Agreement”) is entered by and between **MARION COUNTY**, a political subdivision of the State of Florida, for the benefit of MARION COUNTY FIRE RESCUE, 601 SE 25th Ave., Ocala, FL 34471 (“MCFR”) and **FLORIDA HOSPITAL OCALA, INC.**, a Florida not for profit corporation, d/b/a ADVENTHEALTH OCALA, 1500 SW 1st Ave., Ocala, FL 34471 (“AHO”) (individually “Party,” and collectively as “Parties”).

RECITALS

WHEREAS, MCFR and AHO each has a mission to improve the health of residents in Marion County, FL; and

WHEREAS, MCFR has established a Community Paramedicine Program (the “Program”) to improve access to care issues for residents in Marion County, Florida and has partnered with community organizations to assist with meetings its goals in this regard; and

WHEREAS, MCFR paramedics (hereafter “Program Paramedics”) are specially trained to conduct in-home patient assessments and provide specific assistance in primary health care and preventive services, by acting through a discharge, specific care or wellness plan and within a defined scope of practice; and

WHEREAS, the Program Paramedic model helps physicians monitor the health of vulnerable patients, thereby producing better health outcomes and reducing the number of ambulance transports, visits to the ED, and hospital readmissions; and

WHEREAS, the Parties have identified frequent users of the AHO ED that are at risk of re-admission and that might benefit from the Program; and

WHEREAS, AHO desires to participate in the Program and MCFR desires to serve AHO through the Program, and the Parties enter this Agreement for the purposes of finalizing same.

NOW, THEREFORE, in consideration of the terms and conditions of this Agreement, the receipt and sufficiency of which is jointly acknowledged, the Parties agree as follows:

I. PROGRAM ENROLLMENT.

- A. MCFR shall staff two (2) Program Paramedics in accordance with MCFR’s current Collective Bargaining Agreement hours, wages, terms and conditions of employment.
- B. AHO shall identify patients who may benefit from enrollment in the Program.

- C. Upon AHO obtaining a patient's consent to enroll in the Program, AHO shall formally request through email, fax, computer data transfer, or alternative means agreed to by the Parties that MCFR add the patient to the Program.
- D. MCFR retains discretion to enroll, decline to enroll, or continue or discontinue enrollment of any patient in the Program. MCFR shall advise AHO in writing of any enrollment decisions regarding an AHO recommended patient.
- E. Enrollment is for a period of thirty (30) days. An enrollment may be extended to a maximum of ninety (90) days as needed at the discretion of MCFR.

II. **PROGRAM SERVICES.**

- A. Once an AHO recommended patient is discharged from AHO and accepted into the Program, MCFR shall provide post-discharge care by a Program paramedic visiting the enrolled patient at the patient's designated residence. Program services to be performed include: monitoring the patient's condition, answering health questions, and providing coaching on home care and healthcare equipment use and maintenance.
- B. MCFR shall work with the patient's primary care physician to establish a care plan and to assist the patient with navigating his or her health care options. If patient does not have an established primary care physician, AHO will assist MCFR to identify possible primary care physicians to treat the patients identified. MCFR is not responsible if the patient is unable to obtain a primary care physician.
- C. At the time of entering this Agreement, the Parties anticipate a maximum of twenty (20) patients active in the Program. Should funding availability make Program expansion possible, the Parties have the option to increase patient enrollment.
- D. MCFR shall report to AHO any issues of non-compliance or other issues preventing the goals of the Program from being met with the AHO recommended patients.
- E. Each party agrees to share patient records with the other party as is strictly necessary to provide patient care through the Program. Such sharing of information will strictly follow corresponding confidentiality policies including those to assure compliance with the Health Insurance Portability and Accountability Act and any other applicable state or Federal Laws governing patient privacy.
- F. Neither AHO nor MCFR warrants to the other any degree of patient success in the Program.

III. **PROGRAM MONITORING.**

- A. **Data Sharing.**

To monitor the outcome of the Program under this Agreement, each Party agrees to share Program performance data.

1. The Parties agree to develop the data criteria within thirty (30) days from the date of execution of this Agreement.
2. MCFR agrees to run data requests on a reasonable basis on certain measurable outcomes for use by both Parties. Data will be presented in aggregate without patient identifiers.
3. Each Party shall share Program evaluation results with the other.

B. **Meetings.**

1. **At Risk Patient Monitoring.**
The Parties agree to meet as needed to discuss at-risk patients.
2. **Quarterly – Program Monitoring.**
AHO and MCFR agree they will initially meet quarterly to discuss the progress of the Program, improvements to the Program and discuss issues that could be anticipated as hindering the achievement of Program results.
3. **As Needed – Case Reviews.**
Designated members of each Party shall participate in Case Reviews when appropriate, in order to improve the quality of the Program and document specific outcomes for evaluation purposes.

IV. **PROGRAM FINANCIALS.**

A. **No Billing Each Other for Program Services.**

Both AHO and MCFR declare the purpose in entering this Agreement is the health, safety, and welfare of the public. Accordingly, each Party agrees that neither Party will attempt to bill or collect from the other for any Program services rendered or received pursuant to this Agreement.

B. **No Billing Patient for Program Services.**

Each Party also acknowledges that patients identified under this Program will not be charged by MCFR or AHO in any manner for any service provided within the Program. Each Party further acknowledges that if a patient's condition exists during a community paramedic visit that would require the usage of the EMS 9-1-1 emergency system, all services rendered by EMS and hospital personnel, would be billed pursuant to normal and customary charges.

V. **MCFR PROGRAM RESPONSIBILITIES.**

- A. MCFR shall ensure all Program Paramedics providing services under the Program are certified to provide the services in the State of Florida and maintain all applicable licenses, registrations, certifications or otherwise needed to provide the services.
- B. MCFR shall provide the medical oversight for the Program through its Medical Director as it relates to the Program Paramedic roles and responsibilities.

- C. MCFR shall be responsible for providing all equipment necessary to the paramedics for provisions of services under this Agreement.
- D. MCFR shall maintain the insurance coverages necessary and customary to cover its own interests for the nature of services provided for under this Agreement. No such coverage is extended or afforded to AHO.
- E. MCFR shall be responsible for ensuring the proper protocols are in place for the services offered in the Program.

VI. **TERM AND TERMINATION.**

- A. **Term.**
The term of this Agreement shall be for a one (1) year period starting **SEPTEMBER 1, 2021**, and this Agreement may be renewed for one (1) additional year term by a written agreement signed by both Parties.
- B. **Termination.**
This Agreement may be terminated without cause by either party at any time in writing with thirty (30) days advanced written notice.

VII. **MISCELLANEOUS.**

- A. **Compliance with Laws.** The Parties recognize that this Agreement is at all times subject to applicable Florida, local and federal law including, without limitation, the Social Security Act, the rules and regulations and policies of the Department of Health and Human Services, all public health and safety provisions of Florida law and regulations, and the rules and regulations of Florida health system agencies. The Parties further recognize that this Agreement shall be subject to amendments in such laws and regulations and to new legislation such as economic stabilization programs or health insurance programs. Any provisions of law that invalidate, or otherwise are inconsistent with, the terms of this Agreement, or that would cause one or both of the Parties to be in violation of law, shall be deemed to supersede the terms of this Agreement; provided, however, that the Parties shall exercise their best efforts to accommodate the terms and intent of this Agreement to the greatest extent possible within the requirements of law.
- B. **Severability.** In the event that any of the terms, covenants or conditions of this Agreement or their application shall be held invalid as to any person, entity or circumstance by any court having competent jurisdiction, the remainder of this Agreement and the application in effect of its terms, covenants or conditions to such persons, entities or circumstances shall not be affected thereby
- C. **Section Headings.** The section headings in this Agreement are inserted for convenience and are not intended to indicate completely or accurately the contents

of the sections they introduce and shall have no bearing on the construction of the sections they introduce.

D. **Notice.**

1. **Formal Notices.** Any formal notice, demand or request pursuant to this Agreement shall be in writing and shall be deemed properly served, given or made, if delivered in person or sent by certified mail postage prepaid to the Parties at the following addresses or as otherwise modified pursuant to this section:

If to AdventHealth Ocala:

Attn: CEO
1500 SW 1st Ave
Ocala, FL 34471

With a Copy to:

AdventHealth West Florida Division
14055 Riveredge Dr., Ste 250
Tampa, FL 33637
Attn: Legal

If to MCFR:

Marion County Fire Rescue
2631 SE Third St.
Ocala, FL 34471

With a copy to:

CountyAdministrator@MarionFL.org
MCFRCP@MarionFL.org

2. **Day-to-Day Communication.**

The Parties agree that day-to-day routine communications shall be made via email and each agrees to provide the other its preferred email address for this use.

- E. **Party Assurances.** Each Party hereto represents to and assures the other that it is currently not under any investigation, restriction, suspension or exclusion from participating in any federal or state health care program including, without limitation, Medicare and Medicaid, or any private third-party health care program.
- F. **Amendments.** This Agreement may be amended, revoked, changed or modified only by written amendment (or a new agreement) executed by both Parties.
- G. **Assignment.** This Agreement shall not be assigned by either party without the prior written consent of the other party.
- H. **Public Records Obligations.** If, under this Agreement, AHO is providing services and is acting on behalf of MCFR as provided under Section 119.011(2), Florida Statutes, AHO, shall:
 1. Keep and maintain public records required by MCFR to perform the service;
 2. Upon request from MCFR's custodian of records, provide MCFR with a copy of the requested records or allow the records to be inspected or copied

within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of this Agreement if AHO does not transfer the records to MCFR; and,
4. Upon completion of this Agreement, transfer, at no cost, to MCFR, all public records in possession of AHO or keep and maintain public records required by MCFR to perform the service. If AHO transfers all public records to MCFR upon completion of this Agreement, AHO shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If AHO keeps and maintains public records upon completion of this Agreement, AHO shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to MCFR upon request from MCFR's custodian of public records in a format that is compatible with the information technology systems of MCFR.

- I. **Unilateral Termination.** If AHO fails to provide the public records to MCFR within a reasonable time or otherwise fails to comply with this Section, AHO may be subject to penalties under Section 119.10, Florida Statutes and may be subject to unilateral cancellation of this Agreement by MCFR.

- J. **Public Records Questions Contact.**
IF AHO HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO AHO'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Public Relations, 601 SE 25th Ave., Ocala, FL 34471

Phone: 352-438-2300 Fax: 352-438-2309

Email: PublicRelations@MarionFL.org

- K. **Annual Appropriations.** AHO acknowledges that during any fiscal year MCFR shall not expend money, incur any liability, or enter into any agreement which, by its terms, includes the expenditure of money in excess of the amounts budgeted as available for expenditure. MCFR's performance and obligations under this Agreement are contingent upon annual appropriation being made for that purpose. If during the term of this Agreement, MCFR does not make an annual appropriation necessary to continue its performance under this Agreement, this Agreement shall terminate upon the expiration of the funded fiscal year.

- L. **Sovereign Immunity.** Nothing in this Agreement shall be deemed to waive the sovereign immunity protections provided MCFR pursuant to Florida law. Notwithstanding anything to the contrary set forth in this Agreement, MCFR's obligation to indemnify AHO is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes. This Section shall survive the termination of this Agreement.
- M. **Mutual Indemnification.** Notwithstanding anything to the contrary set forth in this Agreement, each Party agrees to indemnify, defend and hold harmless the other, its officers, board members, agents, representatives and employees from and against any and all fines, suits, claims, demands, penalties, liabilities, costs or expenses, losses, settlements, judgments and awards and action of whatever kind or nature arising out of this Agreement, including attorney's fees and costs (and costs and fees on appeal), and damages (including, but not limited to, actual and consequential damages) arising from any negligent, willful or wrongful misconduct, knowing misrepresentation or breach of this Agreement by such Party, its officers, board members, agents, representatives or employees. This Section shall not be construed in any way to alter MCFR's waiver of sovereign immunity or the limits established in Section 768.28, Florida Statutes.
- N. **Rights of Third Parties.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the Parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any Party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any Party to this Agreement.
- O. **Waiver.** No waiver or any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.
- P. **Interpretation of Agreement; Venue.** This Agreement shall be construed and all of the rights, powers and liabilities of the Parties hereunder shall be determined in accordance with the laws of the State of Florida. The Parties acknowledge and agree that the exclusive venue for any dispute, action or claim related to this Agreement shall be brought solely in Marion County, Florida.
- Q. **Waiver of Jury Trial.** EACH PARTY HEREBY AGREES THAT IN ANY LITIGATION OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF THE AGREEMENT, WHETHER SOUNDING ON CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE HAD BY A COURT OF COMPETENT JURISDICTION AND NOT TO A

JURY. EACH PARTY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS WAIVER.

- R. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- S. **Duly Authorized Signatories.** By execution of this Agreement, the undersigned each individually represent that he or she is duly authorized to execute and deliver this Agreement and that the subject party shall be bound by the signatory's execution of this Agreement.

[Signature Page to Follow]

IN WITNESS WHEREOF the Parties have caused this Community Paramedicine Agreement to be executed as of the date of the last signature below.

FLORIDA HOSPITAL OCALA, INC., a Florida not for profit corporation,
d/b/a ADVENTHEALTH OCALA

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

MARION COUNTY, a political
subdivision of the State of Florida by its
Board of County Commissioners for the
benefit of **MARION COUNTY FIRE
RESCUE**

GREGORY C. HARRELL
CLERK OF COURT
DATE: _____

BY: _____
JEFF GOLD
CHAIRMAN
DATE: _____

FOR USE AND RELIANCE OF
MARION COUNTY ONLY,
APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

MATTHEW MINTER
COUNTY ATTORNEY