



LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Kruger Robert (Dept) Fire-Rescue - 3355
 Last First
 (Title) Deputy Chief (Phone) 352-671-8305
 Signature _____ Date Monday, July 29, 2024

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. 2024-590
 Approve as to Form Other

Description of Request

Attached is the transport agreement between AdventHealth Ocala and Marion County. This is a renewal of the original agreement. AdventHealth Ocala has recommended wording changes to 5.2, 5.3, and 5.4. Please review and if appropriate approve the changes for signatures between both parties.

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

Agenda Item? Yes No Agenda Date: Tuesday, August 20, 2024
 Agenda Deadline Date for Legal: _____ Agenda Deadline Date for Admin: Thursday, August 8, 2024

Note: Please allow a MINIMUM of 5 working days BEFORE deadlines for LRM to be completed.

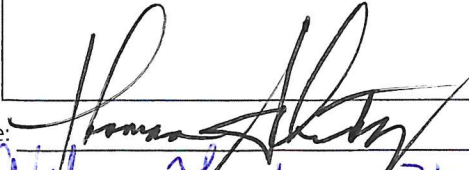
DO NOT COMPLETE - Office of the County Attorney use ONLY


LRM No. 2024-590 Resubmit

Assigned to: Matthew Guy Minter, County Attorney Dana E. Olesky, Chief Asst. County Attorney Thomas Schwartz, Asst. County Attorney Valdoston Shealey, Asst. County Attorney

Outcome: Approved as to form and legal sufficiency Date Received: _____
 Approved with revisions: Suggested Completed
 Other: _____

RECEIVED
 By Marion County Attorney- AT at 10:50 am, Jul 29, 2024

Attorney Signature:  Date 7/29/24

Staff Signature:  Date: 7/29/24 Returned: Department Admin Completed

AGREEMENT FOR AMBULANCE TRANSPORTATION SERVICES

This **AGREEMENT FOR AMBULANCE TRANSPORTATION SERVICES** ("Agreement") is made this 1ST day of SEPTEMBER, 2024, by and between **Marion County**, a political subdivision of the State of Florida, for the benefit of **MARION COUNTY FIRE RESCUE** ("Contractor") and **Florida Hospital Ocala, Inc.**, a Florida not for profit corporation, d/b/a **AdventHealth Ocala** ("Facility") (individually "Party" and collectively as "Parties").

RECITALS

WHEREAS, Facility owns and operates hospital facilities located in Marion County, Florida that provide general inpatient and outpatient medical services; and

WHEREAS, Facility is duly licensed by applicable state and federal authorities, is properly enrolled as a provider in the Medicare and Medicaid programs, and also accepts privately insured and private-pay patients; and

WHEREAS, Contractor is licensed to provide basic life support, advanced life support and critical care ambulance services to patients in the State of Florida and is properly enrolled in the Medicare and Medicaid programs, and also accepts privately insured and private-pay patients; and

WHEREAS, Facility desires to utilize Contractor as a provider of ground ambulance service for patients, including those patients covered under Parts A and B of the Medicare program, as well as for other non-Medicare patients; and

WHEREAS, Contractor desires to provide basic life support, advance life support and critical care ambulance services pursuant to the terms of this Agreement.

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

AGREEMENT

1. **Incorporation of Recitals.** All of the above recitals are hereby accepted by the Parties as true and correct and are incorporated herein by reference.
2. **Appointment as Service Provider.** Facility appoints Contractor and Contractor accepts such appointment to provide patient transportation services as follows:
 - 2.1. **Ambulance Services.** Contractor shall provide basic life support, advance life support and critical care ambulance services (collectively, "Ambulance Services") to Facility for patients requiring Ambulance Services, 24 hours-per-day, 7 days-per-week, pursuant to the terms of this Agreement. Ambulance Services consist of a response by Contractor to Facility, treatment and other pre-transport activities, appropriate care and treatment during transport, and transportation to Facility or patient's other designated destination.
 - 2.2. **Vehicle Staffing.**
 - 2.2.1. Contractor shall ensure that all emergency response vehicles are staffed with appropriately licensed and/or certified emergency medical personnel, such as paramedic or Emergency Medical Technician (EMT) (collectively, the "Emergency Medical Personnel"), in accordance with applicable federal and state laws and

regulations. All Emergency Medical Personnel shall be trained in current basic and advanced cardiac life support methods and systems and protocols and maintain such certification during the term of this Agreement.

2.2.2. Contractor agrees to furnish a list of Contractor-certified personnel to Facility upon request.

2.2.3. All Contractor-approved drivers are required to obtain and maintain all appropriate emergency ambulance driver's permits, as issued by any city(s), county(s), state or other governmental agency(s) and as these entities may require. Contractor shall require that each driver carry all such permits at all times and shall make copies of the same available for inspection to Facility upon request.

2.2.4. Contractor shall ensure that all personnel are qualified and are prepared to provide emergency medical services at all times.

2.3. Equipment. Contractor shall document the receipt of any Facility-owned equipment necessary for the safe transfer of patients, assume custody and legal liability for such during the transfer, and will return such to the appropriate Facility department within 24 hours of the time of receipt.

2.4. Patient Valuables. Contractor shall document the receipt of patient valuables, assume custody and legal liability for such upon receipt, and deliver such to a responsible party at the receiving facility.

2.5. Time Performance. Contractor shall respond to calls for service based on the following criteria:

2.5.1. Non-emergency unscheduled transport requests will be handled, if possible, as a "best effort" given available resources at the time all paperwork has been received for the requested transport.

2.5.2. Emergency transport requests will be handled immediately given available resources at the time the request is made.

3. **Qualifications and Obligations.**

3.1. Licensure and Certification. The Parties covenant and agree that at all times they shall remain licensed, certified or enrolled in good standing with applicable state and federal licensing authorities, with applicable state and federal healthcare programs, and applicable state or national accrediting organizations. Contractor shall ensure that all ground ambulance vehicles, when in-service, will maintain proper emergency ambulance provider numbers, permits, licenses and registrations issued by any and all of the appropriate federal, state, county, city or other governmental agencies, as required and Contractor shall provide Facility with copies of such provider numbers, permits licenses and registrations upon request. The Parties further warrant that each will take all reasonable steps as set forth by the Office of the Inspector General, United States Department of Health and Human Services ("OIG"), to ensure that it does not employ individuals who have been excluded from participation in federal healthcare programs.

3.2. Services in Compliance with Laws and Regulations. Contractor shall provide all Ambulance Services hereunder in accordance with applicable laws, regulations and

standards of care, including, but not limited to, Medicare and Medicaid regulations and the prevailing standards of quality and care applicable to Ambulance Services. Contractor will cooperate with Facility in utilizing the appropriate level of transportation based on the patient's status, applicable medical necessity and payor requirements.

- 3.3. Physician Certification Statement. Facility shall provide Contractor with a completed Physician Certification Statement (PCS) form for each transport.

4. **Vehicle Equipment**

- 4.1. In General. Contractor shall ensure the ground ambulance vehicles and required equipment shall be maintained in good working order, condition and repair, mission ready, and in accordance with each manufacturer's specifications and the EMS industry standards, and shall perform routine and preventative maintenance. Contractor agrees to provide, upon request, access to and copies of its maintenance records for such equipment to Facility. Contractor is expected to operate its vehicles and equipment to minimize discomfort to the patients in transport.
- 4.2. Personnel. Contractor shall provide the required and certified or licensed personnel necessary to maintain ongoing supervision over operations of equipment and personnel. Contractor will train all personnel in the proper use of equipment pursuant to manufacturer's specifications or the most current clinical standards.
- 4.3. Refueling. Contractor will be responsible for the refueling of its vehicles or ambulances at no cost to Facility.
- 4.4. Smoking. Under no circumstances will smoking be allowed in any transport vehicle.

5. **Billing and Compensation**

5.1. Billing.

5.1.1. Contractor shall bill Facility monthly in accordance with Appendix A for all transports between Facility locations within Marion County.

5.1.2. Contractor shall bill Facility in accordance with Appendix A for all transports denied for either of the following:

5.1.2.1. Included in facility payment.

5.1.2.2. Prior authorization required.

5.2. Payment in Full. Contractor shall not bill any patient, financially responsible party, insurer, or third-party payor for any transports that are the responsibility of the Facility. Facility agrees to indemnify, defend and hold harmless Contractor for any liability solely resulting from Facility's provision of incorrect billing information to Contractor.

5.3. Payment. Facility shall pay Contractor for undisputed charges within 30 days.

5.4. Disputed Charges. Facility shall notify Contractor of any disputed charges within 30 days of receipt of invoice. Parties shall cooperatively work to resolve any disputed charges.

6. **Term**. This Agreement shall be for a term of two (2) years, commencing on September 1, 2024. This Agreement may be renewed by the Parties upon their mutual written agreement,

which the Parties shall commence to discuss no later than sixty (60) days in advance of the expiration of the initial term.

7. Termination.

- 7.1. Without Cause. Notwithstanding any other provision, either Party may terminate this Agreement at any time with or without cause by giving the other Party sixty (60) days written notice of termination, which notice shall specify the effective date of the termination.
- 7.2. For Breach. Each of the following shall be an "Event of Default" under this Agreement entitling the non-defaulting Party to terminate this Agreement as indicated:
- 7.2.1. In the event that Facility or Contractor fails to satisfy a material obligation hereunder, and fails to cure such breach within thirty (30) days of receipt of written notice from the other Party.
- 7.2.2. Immediately, without additional prior notice, in the event that either Party fails to maintain its required licenses, permits or certifications or is excluded, debarred or otherwise deemed ineligible for participation in Medicare, Medicaid or any other Federal healthcare program.
- 7.2.3. Immediately, without additional prior notice, in the event that either Party fails to keep in force the insurance policies required to be maintained under this Agreement.
- 7.2.4. Immediately, without additional prior notice, in the even that either Party (i) admits in writing its inability to pay its debts generally as they become due, or (ii) files a petition to be adjudicated a voluntary bankrupt in bankruptcy or a similar petition under any insolvency act, or (iii) makes an assignment for the benefit of its creditors, or (iv) consents to the appointment of a receiver of itself or of the whole or any substantial part of its property.
- 7.3. Effect of Termination. Upon any termination of this Agreement, neither Party shall have any further rights against, or obligation to, the other Party, except with respect to any rights or obligations accruing prior to the date and time of termination and any obligations, promises or agreements which expressly extend beyond the termination, as herein set forth.

8. Insurance and Indemnification

- 8.1. Policies/Limits Required. Contractor shall procure and maintain at its sole expense, the following types of insurance at limits of not less than as shown below against all claims for damage or loss of property, and for bodily injury, including death, resulting from Contractor's or its employees' negligence, as provided by law.
- 8.1.1. Commercial general liability insurance for bodily injury, death and property damage (including coverages for product liability, completed operations, and personal injury liability) in the minimum amount of one million dollars (\$1,000,000);
- 8.1.2. Automobile liability insurance (including non-owned, owned, hired and leased autos) with limits of one million dollars (\$1,000,000);

- 8.1.3. Workers' compensation with statutory limits as applicable; and
 - 8.1.4. Employer's liability insurance with limits of one million dollars (\$1,000,000) each accident, one million dollars (\$1,000,000) disease each employee, subject to a one million dollars (\$1,000,000) disease policy limit.
 - 8.1.5. Data security and privacy liability (cyber) insurance with limits of one million dollars (\$1,000,000) per claim in the annual aggregate.
- 8.2. Certification of Insurance Upon Request. Each Party shall upon request of the other Party require a certificate(s) of insurance be provided to the other Party that such policies have been issued and are in force.
- 8.3. Mutual Indemnification. Notwithstanding anything to the contrary set forth in the 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 the 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 the Agreement by such Party, its officers, board members, agents, representatives or employees. This Section shall not be construed in any way to alter Contractor's waiver of sovereign immunity or the limits established in Section 768.28, Florida Statutes (2021).
9. **Notices.** Notices required or permitted to be given under this Agreement shall be made to the Parties at the following addresses and presumed to have been received by the other Party (i) three days after mailing by the Party when notices are sent by First Class mail, postage prepaid; (ii) upon transmission (if sent via facsimile with a confirmed transmission report); or (iii) upon receipt (if sent by hand delivery or courier service) as follows:
- | | |
|---|---|
| <u>Contractor</u>
Attn: Robert Kruger
2631 SE 3 rd Street
Ocala, FL 34471
(352) 291-8000 | <u>Facility</u>
Attn: Erika Skula, CEO
1500 SW 1 st Avenue
Ocala, FL 34471
(352) |
|---|---|
10. **Entire Agreement.** This Agreement, including any Appendices hereto, constitutes the sole and only agreement of the Parties regarding its subject matter and supersedes any prior understandings or written or oral agreements between the Parties respecting this subject matter. Neither Party has received or relied upon any written or oral representations to induce it to enter into this Agreement except that each Party has relied only on any written representations contained herein.
11. **Amendments.** No agreement or understandings varying or extending this Agreement shall be binding upon the Parties unless it is memorialized in a written amendment signed by an authorized officer or representative of each Party.
12. **Assignment.** This Agreement may be assigned by a Party upon the written approval of the other Party, which shall not be unreasonably withheld. Written approval is not required in the event a Party is sold or acquired by a successor entity or in the event of a change of

ownership, although notice of such a transaction shall be given to the other Party within thirty (30) days after the effective date of such transaction. This Agreement shall be binding upon all successors and assigns.

13. Construction and Compliance

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

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

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

13.4. Protection of Patient Information. Contractor acknowledges that many providers are "covered entities" as that term is defined at 45 C.F.R. § 160.103. Contractor agrees to comply with the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH Act"), the Administrative Simplification Provisions of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C.A. §1320d et seq. ("HIPAA") and any current and future regulations promulgated under the HITECH Act or HIP AA, including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Parts 160, 162 and 164 (the "Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162 (the "Federal Electronic Transaction Regulations"), all as amended from time to time and collectively referred to herein as the "HIPAA Requirements". Contractor agrees not to use or further disclose any "Protected Health Information," including "Electronic Protected Health Information," (as such terms are defined in the HIPAA Requirements) other than as permitted by the HIP AA Requirements and the terms of this Agreement. Contractor will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the HIP AA Requirements.

14. **Complaints**. The Parties shall work cooperative to resolve all complaints or unusual incidents involving personnel, equipment or service of either Party.

15. **Force Majeure.** The Parties shall be excused for the period of any delay in or impossibility of the performance of any obligations hereunder, when prevented from doing so by any cause or causes beyond a Party's control, which shall include, without limitation: all labor disputes, civil commotion, war, nuclear disturbances, hostilities, sabotage, terroristic acts, governmental regulations or controls, fire, accident or other casualty, interruption in the supply of any utilities or fuel, inability to obtain any material or services, or through acts of God.
16. **Independent Contractor Relationship.** The relationship of the Parties is that of independent contractors. Neither Party shall be deemed to be the agent nor partner nor fiduciary of the other, and neither is authorized to take any action binding upon the other.
17. **Governing Law.** This Agreement is made and shall be construed in accordance with, and governed by, the laws of the State of Florida, without consideration of conflict of laws principles.
18. **Confidentiality.** Other than to its respective legal, financial, accounting and/or business advisors, and other than as may be required by applicable law, each Party agrees not to advertise, disclose or otherwise discuss any trade secrets or confidential and proprietary information it has received in the negotiation and execution of this Agreement, as designated by the other Party, to any other person, organization or entity during the term of this Agreement or for a period of five (5) years thereafter. This provision shall survive termination of this Agreement.
19. **Access to Books and Records.** Contractor shall, for a period of four (4) years after this Agreement terminates, make available, upon the written request of the Secretary of the U.S. Department of Health and Human Services or the U.S. Comptroller General, or their representatives, this Agreement, and such books, documents and records as may be necessary to verify the nature and extent of the costs of the services rendered hereunder. Furthermore, the Parties agree that if any of the work provided for under this Agreement, with a value of Ten Thousand Dollars (\$10,000) or more in any twelve (12) month period, shall be performed by a subcontractor, they shall require the subcontractor to sign a similar agreement to make its books and records available for such a four (4) year period of time.
20. **Waiver and Consent.** The failure of either Party at any time to require performance by the other Party of any provision hereof shall not affect in any way the rights to require such performance of any other provision hereof, nor shall the waiver by either Party of a breach of any provision hereof be taken or held to be a waiver of the provision itself. If the consent of either Party is necessary pursuant to the terms of this Agreement, such consent shall not be unreasonably withheld.
21. **Regulatory Changes.** The Parties recognize that this Agreement is at all times subject to applicable state, local, and federal laws and shall be construed accordingly. The Parties further recognize that this Agreement may become subject to or be affected by amendments in such laws and regulations or to new legislation or regulations. Any provisions of law that invalidate, or are otherwise inconsistent with, the material terms and conditions of this Agreement, or that would cause one or both of the Parties hereto to be in violation of law, shall be deemed to have superseded the terms of this Agreement and, in such event, the Parties agree to utilize their best efforts to modify the terms and conditions of this Agreement to be consistent with the requirements of such law(s) in order to effectuate the purposes and intent of this Agreement. In the event that any such laws or regulations affecting this

Agreement are enacted, amended or promulgated, either Party may propose to the other a written amendment to this Agreement to be consistent with the provisions of such laws or regulations. In the event that the Parties do not agree on such written amendments within thirty (30) days of receipt of the proposed written amendments, then either Party may terminate this Agreement without further notice, unless this Agreement would expire earlier by its terms.

22. **Non-Discrimination.** All services provided under this Agreement shall be provided without regard to the race, color, creed, sex, age, disability status, payor source or national origin of the patient requiring such services. Contractor agrees to comply with all applicable laws prohibiting discrimination in the provision of services hereunder.
23. **Authorization of Agreement.** Each Party represents and warrants, each to the other with respect to itself, that the execution and delivery of this Agreement has been duly authorized and the individual executing
24. **No Referrals.** Nothing in this Agreement shall be construed to require either Party or their respective representatives to make or admit referrals to or from the other Party or otherwise generate business between the Parties. Notwithstanding the unanticipated effect of any of the provisions herein, the Parties intend to comply with 42 U.S.C.A. § 1320a-7b(b) (commonly known as the Anti-Kickback Statute), 42 U.S.C.A. § 1395nn (commonly known as the Stark law), and all other Federal and state laws and regulations governing fraud and abuse or self-referrals under the Medicare or Medicaid programs, as such provisions may be amended from time to time.
25. **No Exclusions.** Each Party represents to the other that, as of the Effective Date and during the term of this Agreement, it (i) is not excluded, debarred, or otherwise ineligible to participate in Federal health care programs as defined in 42 U.S.C. § 1320a-7b(f) (the "Federal health care programs"); (ii) is not convicted of a criminal offense related to the provision of health care items or services; and, (iii) is not under investigation or otherwise aware of any circumstances that may result in it being excluded from participation in the Federal health care programs. This shall be an ongoing representation and warranty during the Term. Either Party shall immediately notify the other of any change in the status of the representation and warranty set forth herein. Any breach of this representation and warranty shall give the other Party the right to terminate the Agreement immediately for cause.
26. **Public Records Obligations.** If, under the Agreement, Facility is providing services and is acting on behalf of Contractor as provided under section 119.011(2), Florida Statutes (2021), Facility shall:
 - 26.1. Keep and maintain public records required by Contractor to perform the service;
 - 26.2. Upon request from Contractor's custodian of records, provide Contractor with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost not to exceed the cost provided in Chapter 119, Florida Statutes (2021), or as otherwise provide by law;
 - 26.3. 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 the Agreement term and following completion of the Agreement if Facility does not transfer the records to Contractor;

- 26.4. Upon completion of the Agreement, all public records in possession of Facility will be transferred at no cost to Contractor. Facility shall keep and maintain public records required by Contractor to continue to perform the service. If Facility transfers all public records required by Contractor upon completion of the Agreement. Facility shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Facility keeps and maintains public records upon completion of the Agreement, Facility shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Contractor upon request from Contractor's custodian of public records in a format that is compatible with the information technology systems of Contractor.

27. Public Records Contact.

IF FACILITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2021), TO FACILITY'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

28. **E-Verify.** Section 448.095, Florida Statutes, (2021), requires Facility to be registered and use the E-Verify system to verify the work authorization status of all newly hired employees and prohibits Facility from entering into this Agreement unless it is in compliance therewith. Information provided by Facility is subject to review for the most current version of the State or Federal policies at the time of the Agreement.

28.1. Contractor hereby affirms it is duly registered, uses, and adheres to the practices of the E-Verify system, including those outlined in the clauses below.

28.2. Facility has agreed to perform in accordance with the requirements of this section and agrees:

28.2.1. It is registered and uses the E-Verify system to verify work authorization status of all newly hired employees.

28.2.2. Contractor shall immediately terminate the Agreement if Contractor has a good faith belief that Facility has knowingly violated Section 448.09(1), Florida Statutes, (2021), that is, that Facility knowingly employed, hired, recruited, or referred either for itself or on behalf of another, private or public employment within the State an

alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States.

- 28.2.3. When Facility enters into a contract with an employee, a contractor or a subcontractor, Facility shall obtain from that contracting party (the "Contracting Party") an affidavit stating that the Contracting Party does not employ, contract with, or subcontract with an unauthorized alien.
- 28.2.4. Facility shall maintain a copy of such affidavit for the duration of this Agreement and provide it to Contractor upon request.
- 28.2.5. Facility shall immediately terminate the Contracting Party if Facility has a good faith belief that the Contracting Party has knowingly violated Section 448.09(1), Florida Statutes (2021), as set forth above.
- 28.2.6. If Contractor has a good faith belief that Facility's Contracting Party has knowingly violated Section 448.09(1), Florida Statutes (2021), but that Facility has otherwise complied, Contractor shall promptly order Facility to terminate the Contracting Party. Facility agrees that upon such an order, Facility shall immediately terminate the Contracting Party. Facility agrees that if it should fail to comply with such an order, Contractor shall immediately terminate Facility.
- 28.2.7. If Contractor terminates the Agreement with Facility, Facility may not be awarded a public contract for at least one (1) year after the date of termination.
- 28.2.8. Facility is liable for any additional costs incurred by Contractor as a result of termination under this Section.
- 28.2.9. Any such termination under this Section is not a breach of the Agreement and may not be considered as such.
- 28.2.10. Facility shall maintain records of its registration, use and compliance with the provisions of the E-Verify system, including the registration and use by its subcontractors, and to make such records available to Contractor or other authorized governmental entity.
- 28.2.11. To comply with the terms of this Employment Eligibility Verification provision is made an express condition of the Agreement and Contractor may treat a failure to comply as a material breach of the Agreement.

APPENDIX A

Facility shall pay Contractor based on the following schedule:

Level of Care	Charge
Specialty Care Transport (A0434)	100% of Current Medicare Base Rate
Advanced Life Support 2 Emergency (A0433)	\$850.00
Advanced Life Support Emergency (A0427)	\$700.00
Advanced Life Support Non-Emergency (A0426)	\$650.00
Basic Life Support Emergency (A0429)	\$600.00
Basic Life Support Non-Emergency (A0428)	\$550.00
Specialty Care Transport Mileage (A0425)	100% of Current Medicare Mileage Rate
All Other Transport Mileage (A0425)	\$12.50

Rates for base charge and mileage for Specialty Care Transport patients shall automatically adjust when adjusted by the Centers for Medicare and Medicaid Services.

All other rates may be adjusted by the Contractor within the following methodology, with notice to the Facility of the rate changes a minimum of thirty (30) days prior to implementation of the new rate.

- Rate adjustments are based on a review or survey process, results provided to Facility upon request.
- Percentage of change for each rate will be calculated and divided by the number of years since the last rate change to provide an annual percentage of change.
- The average of the annual percentage of change for all rates shall not exceed 6%.