

SUGGESTED WORKSHOP AGENDA

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
PERRY, FLORIDA

MONDAY, DECEMBER 9, 2019
5:00 P.M.

201 EAST GREEN STREET
TAYLOR COUNTY ADMINISTRATIVE COMPLEX
OLD POST OFFICE

NOTICE IS HEREBY GIVEN, PURSUANT TO FLORIDA STATUTES 286.0105, THAT ANY PERSONS DECIDING TO APPEAL ANY MATTER CONSIDERED AT THIS MEETING WILL NEED A RECORD OF THE MEETING AND MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

ANY PERSON WISHING TO ADDRESS THE BOARD REGARDING AN AGENDAED ITEM WILL BE GIVEN THREE (3) MINUTES FOR COMMENT. A COMMENTER MAY ONLY SPEAK ONE (1) TIME FOR EACH AGENDAED ITEM.

1. Prayer
2. Pledge of Allegiance
3. THE BOARD TO DISCUSS EMERGENCY MEDICAL SERVICES CONTRACT WITH DOCTORS' MEMORIAL HOSPITAL (DMH) REPRESENTATIVES.

FOR YOUR INFORMATION:

- THE AGENDA AND ASSOCIATED DOCUMENTATION, IF APPLICABLE, IS AVAILABLE TO THE PUBLIC ON THE FOLLOWING WEBSITE: www.taylorcountygov.com
- IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS ANY ACCOMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT MARSHA DURDEN, ASSISTANT COUNTY ADMINISTRATOR, 201 E. GREEN STREET, PERRY, FLORIDA, 850-838-3500, EXT. 7, WITHIN TWO (2) WORKING DAYS OF THIS PROCEEDING.
- BALLOTS USED TO APPOINT CITIZENS TO ADVISORY COMMITTEES AND ADVISORY BOARDS ARE AVAILABLE FOR PUBLIC INSPECTION AFTER THE MEETING AND ARE RETAINED AS PART OF THE PUBLIC RECORD.

**EMERGENCY MEDICAL SERVICES AGREEMENT – ADDENDUM 1 TO THE HOSPITAL
LEASE AGREEMENT BETWEEN TAYLOR COUNTY / DMH INC.**

This Emergency Medical Services Agreement ("Agreement") is entered into effective the 3rd Day of February, 2014, at 0001 hours ("Effective Date") by and between the Taylor County Board of Commissioners, Taylor County, Florida ("County") and Doctors' Memorial Hospital, Incorporated ("DMH" or "Hospital"), a Florida not-for-profit corporation. County and Hospital may be collectively referred to as the "Parties".

NOW, THEREFORE, for and in consideration of the premises and agreements herein contained and other good and valuable consideration, including the award of exclusive market rights, the receipt and adequacy of which are hereby forever acknowledged and confessed, the Parties agree as follows:

**ARTICLE 1
Definitions**

The following definitions shall apply to terms as used throughout this agreement:

County Administrator means the representative of the county or his other designee who is responsible for furnishing staff support and clerical services to the county.

Agreement Service Area means Taylor County, Florida.

Ambulance means a motor vehicle that is specially constructed and equipped and is intended to be used for the emergency transportation of patients.

Ambulance Base Station-Perry means that Ambulance Base Station Facility located in Perry, Florida.

Ambulance Base Station - Steinhatchee means that Ambulance Base Station Facility located in Steinhatchee, Florida.

Ambulance Patient means a person who, as a result of illness or injury, needs immediate medical attention and/or transport, whose physical or mental condition is such that he may be in danger of loss of life or health impairment, or who may be incapacitated or helpless as a result of a physical or mental condition, or a person who requires medical attention during transport from one health area facility to another.

Ambulance Service Contractor means DMH.

Emergency Medical Services means the Ambulance Service operated by Doctors Memorial Hospital, Incorporated, first responder services and other emergency transport services.

Emergency Medical Services Medical Director or Medical Control Physician means the physician providing immediate and concurrent clinical guidance to Emergency Medical Services personnel regarding the pre-hospital management of a patient.

Mutual Aid means the paramedic ambulance service provided within the Agreement Service Area by neighboring providers, other than the Emergency Medical Services offered by the hospital, at the request of the hospital pursuant to an agreement governing the exchange of service assistance when requested.

Rural Remote Taylor County means the areas of Taylor County not within the city of Perry, Florida.

ARTICLE 2

Mutual Responsibilities and Understandings

- 2.1 INTEGRATED SYSTEM.** The system of delivering Emergency Medical Services is an integrated system with overlapping interest between the Hospital and the County. The county shall not contract with any provider of Emergency Medical Services, other than Hospital during the term of this agreement.
- 2.2 BILLING FOR EMERGENCY MEDICAL SERVICES.** As permitted by applicable laws, rules and regulations, DMH will be solely responsible for all billing and collections for the Emergency Medical Services.
- 2.3 ALL AMBULANCE SERVICES.** All ambulances rendering services pursuant to this Agreement shall be staffed and equipped to render the levels of care for which the Hospital is licensed by the State of Florida. Hospital shall maintain th Advanced Life Saving (ALS) Ambulances with not less than one ALS unit available to respond within the county at all times, with the sole exception being when a disaster is declared pursuant to paragraph 3.6 of this agreement.
- 2.4 ANNUAL SUBSIDY.** County agrees to pay Hospital an annual subsidy in the amount of Three Hundred Thousand dollars (\$450,000.00) paid out in equal monthly installments of \$37,500.

- 2.5 OWNERSHIP AND RESPONSIBILITIES REGARDING FIXED ASSETS.** Hospital shall be responsible for the purchase of any additional assets after the effective date of this agreement. County agrees that if purchase discount programs are available through the County, County will provide assistance to Hospital in the acquisition of such assets, provided Hospital agrees to reimburse the County for any costs incurred in making such discounts available.
- 2.5.1 AVAILABILITY OF GRANT FUNDS AND OTHER SOURCES OF SUPPORT.** As the provider of Emergency Medical Services, Hospital shall have sole discretion over the utilization of funds made available through state or federal grant programs or other mechanisms of funding intended to support Emergency Medical Services, Paramedic programs or other life-saving techniques. Hospital agrees to diligently pursue additional funding for capital and operational needs as resources become available through grant and other programs. Hospital agrees to include County in any proposal where there is opportunity to include other County services in Hospital's application for support. County agrees to provide reasonable and necessary support to the Hospital in the event such applications are made to the state or federal authorities
- 2.6 PROFESSIONAL CONDUCT/STANDARDS OF SERVICE.** Hospital will develop quality measurement criteria, such as response times and other indicators of customer satisfaction for the purpose of benchmarking quality of service. Patient satisfaction surveys will be conducted annually to gauge public perceptions of timeliness, attitude of staff, educational opportunities for staff and other indicators standard with the Emergency Response Industry. The results of such patient satisfaction surveys will be reported to the County annually. Hospital agrees to provide EMS services with response times that shall not exceed, on the average, the response times available to the County prior to the execution of this agreement. The survey shall be presented to the County each May 1.
- 2.7 EXCLUSIVITY.** The County shall not contract with any other provider or manager of ambulance services and Hospital is awarded exclusive rights and responsibilities for operation of all ambulance services, including special events coverage, originating with the Agreement Service Area.
- 2.8 SELECTION OF AMBULANCE PATIENT DESTINATION.** Medical Protocols approved by the Medical Director of Emergency Medical Services shall establish selection of the patient destination. Such protocols shall be strictly followed by EMS personnel and on-line Medical Control Physicians, except when a departure from protocol is justified on the basis of special considerations of patient care or practical barriers to implementation (e.g., blocked roads, hospital divert status, etc.).

ARTICLE 3
Additional Responsibilities of Hospital

- 3.1 DIRECTOR OF EMERGENCY MEDICAL SERVICES/MEDICAL DIRECTOR.** In accordance with Florida statutes, Hospital shall select a qualified, full time Director of Emergency Medical Services and shall select a qualified physician to serve as Medical Director of Emergency Medical Services.
- 3.2 AMBULANCE STAFF.** Hospital shall staff each Ambulance on duty with one paramedic and one Emergency Medical Technician ("EMT").
- 3.3 COMMUNITY EDUCATION PROGRAMS.** Hospital shall develop and implement community education programs such as CPR, first aid and health education. Hospital shall, if requested, endeavor in good faith to enter into an agreement with the Taylor Technical Institute or any other educational institution, for the purpose of participating in clinical rotations and other educational opportunities with the Emergency Medical Service.
- 3.4 DISPATCH OF AMBULANCES TO STRUCTURAL FIRE.** In the event of a structural fire in Taylor County, Hospital agrees to dispatch an Ambulance to said structural fire at no charge to the County. Hospital may charge appropriate fees related to the treatment and/or transport of any injured party involved in the fire. It is understood by County that if multiple calls are made for EMS service while ambulance is dispatched to a structural fire scene, EMS will respond to the most critical need first, as determined by and within the responding Paramedic's sole discretion acting within the scope of the established protocols.
- 3.5 PROVISION OF SERVICES TO STEINHATCHEE.** Hospital agrees to provide one ALS ambulance and qualified ALS crew in Steinhatchee. The Hospital will ensure the ALS crew meets competency requirements as similarly required by other employees. The services provided to the residents of Steinhatchee will be supervised by the Director of EMS and the Medical Director.
- 3.6 DISASTER ASSISTANCE.** During a declared disaster, locally or in a neighboring jurisdiction, the normal course of business under this Agreement shall be interrupted from the moment the disaster occurs. Immediately upon such notification, Hospital shall commit such resources as are necessary and appropriate, given the nature of the disaster, and shall assist in accordance with disaster plans and protocols applicable in the locality where the disaster occurred. The disaster-related provisions of this Agreement are:

- a. During such periods, EMS personnel shall perform in accordance with local disaster protocols established by that community.
- b. When disaster assistance has been terminated, Hospital shall resume normal operations as rapidly as practical considering availability of properly rested personnel, need for restocking and other relevant considerations.
- c. During the course of the disaster, Hospital shall use best efforts to provide emergency coverage throughout the Agreement Service Area and shall suspend non-emergency transport as necessary, informing persons requesting such non-emergency service of the reason for the temporary suspension.

3.7 Doctors Memorial Hospital will maintain all necessary licenses to operate ambulance service.

ARTICLE 4

Additional Responsibilities of County

4.1 EMERGENCY MEDICAL SYSTEMS COMMUNICATIONS PROGRAM. The County shall continue to operate the County's Emergency Medical Systems Communications program and shall cooperate with Hospital as necessary to ensure that EMS is fully integrated into the County's Emergency systems.

ARTICLE 5

Insurance and Indemnification

- 5.1 INSURANCE REQUIREMENTS.** At all times during the term of this Agreement, Hospital shall obtain and pay all premiums for, and make available for County's review, a certificate of Insurance for insurance or self insurance as specified below.
- a. **Workers' Compensation**
 - b. **General Liability.** General liability insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence combined single limits for all claims resulting from bodily injury (including death) and/or property damage arising out of the operation of the ambulance service authorized hereunder.
 - c. **Malpractice.** Malpractice insurance in an amount not less than One Million Dollars (\$1,000,000) for each claim.

- 5.2 **INDEMNIFICATION.** Each party (the "Indemnifying Party") covenants and agrees that it will indemnify and hold harmless the other party (the "Indemnified Party"), and its officers and employees, from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Indemnifying Party during the performance of this Agreement, except that neither the Indemnifying Party, its subcontractors or assignees will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the negligence of the Indemnified Party, or any of its officers, agents, representatives or employees.

ARTICLE 6

Terms, Termination and Renewal

- 6.1 **TERM.** The initial term of this agreement is from February 18, 2014 to February 22, 2024.
- 6.2 **TERMINATION.** Either party may terminate this agreement in the event of a material breach of this Agreement by the other party. If an alleged material breach occurs, the party claiming breach must notify the other party in writing, through certified mail, describing the alleged breach and requested remedy. The parties must attempt, in good faith, to resolve any dispute arising out of the alleged breach. If the parties are unable to resolve the dispute after a period of one hundred and twenty (120) days, the dispute shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator may be entered in any court having jurisdiction thereof,. The Arbitrator, in the award, shall designate which party or parties, if any, are entitled to recover their costs and attorney's fees reasonably incurred in the arbitration procedures. In the event the arbitrator finds that a party has committed a material breach of the agreement, the other party may opt to terminate the Agreement with in one hundred and twenty (120) days written notice through certified mail in additional to any other relief provided in the arbitration award.
- 6.2.1 **DISPOSITION OF FIXED ASSETS.** In the event this contract is terminated for any reason, the ownership of all assets and liabilities of the EMS will be transferred by Hospital to County or to County's designee.

ARTICLE 7 General Provisions

ASSIGNMENT. Neither party may assign this Agreement without the prior written consent of the other party.

ATTORNEY FEES. If either the County or Hospital institutes litigation against the other party to secure its rights pursuant to this Agreement, the prevailing party shall be entitled to the actual and reasonable costs of litigation and reasonable attorney's fees in addition to any other relief which such party might be entitled.

7
NON-DISCRIMINATION. Hospital will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, age or disability as defined in the Americans with Disability Act.

COMPLIANCE WITH LAWS. The services furnished by Hospital under this Agreement shall be rendered in substantially full compliance with applicable federal, state and local laws, rules and regulations. Each Party shall be responsible for determining which laws, rules and regulations apply to each Party's respective obligations under this Agreement and to maintain compliance with those applicable standards at all times.

SEVERABILITY. In the event any provision hereunder is determined to be illegal, invalid or unenforceable under applicable law, said provision shall be deemed deleted from this Agreement as if never contained herein and the remainder of this Agreement shall remain in full force and effect.

HEADINGS. The paragraph headings, articles, sections and captions contained in, this Agreement are solely for the convenience of the Parties and shall in no manner be construed as part of this Agreement.

CHOICE OF LAW. This Agreement shall be governed by the laws of the state of Florida, and in the event of litigation with respect to this Agreement or any of its terms, venue shall rest in Taylor County, Florida.

ENTIRE AGREEMENT. This Agreement supersedes any and all other Agreements, whether oral or in writing, between the Parties hereto with respect to the subject matter hereof, and no other Agreement, statement or promise relating to the subject matter of this Agreement that is not contained herein shall be valid or binding unless in writing signed by all Parties.

7.9 AMENDMENT. This Agreement may be amended in writing upon the agreement of both Parties.

7.10 NO WAIVER. The failure of either party to insist at any time upon the strict observance of performance of any provision of this Agreement or to exercise any right or remedy as provided in this Agreement shall not impair any right or remedy of such party or be construed as a waiver or relinquishment thereof with respect to subsequent defaults or breaches. Every right and remedy given by this Agreement to the Parties hereto may be exercised from time to time and as often as may be deemed expedient by the appropriate Party.

7.11 CORRESPONDENCE. All notices hereunder by either Party to the other shall be in writing, delivered personally, by certified or registered mail (postage prepaid), return receipt requested, or by overnight courier services (charges prepaid), and shall be deemed to have been duly given when delivered personally, when deposited in the United States mail, or delivered to the overnight courier, addressed as follows:

If to Hospital: Administrator Doctors' Memorial Hospital

333 N. Byron Butler Parkway

Perry, Florida 32347

With a copy to: Hospital Attorney

If to County: Board of Commissioners

201 East Green Street

Perry, Florida 32347

With a copy to: County Attorney

Or to such other persons or places as either Party may, from time to time, designate by written notice to the other.

7.12 INDEPENDENT CONTRACTOR. In performing this Agreement, Hospital is acting as an independent contractor with respect to the County, and neither Hospital nor Hospital staff shall be considered employees of the County. It is agreed and acknowledged by the Parties that, as an independent contractor, Hospital retains the right to contract with and provide or manage Ambulance services to entities and individuals other than County. Nothing herein shall authorize either Party to act as agent for the other, except to the extent herein provided. Neither Hospital nor any Hospital staff shall be subject to any County policies solely applicable to County's employees or be eligible for any employee benefit plan offered by County.

7.13 FORCE MAJEURE. Neither party shall be liable to deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service deemed to result, directly or indirectly, from the acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, strikes or other work interruptions by either Party's employees, or any other similar cause beyond reasonable control of either Party.

- 7.14 ACCESS TO RECORDS.** As an independent contractor of County, Hospital shall, in accordance with 42 U.S.C., §1395x(v)(1)(I)(Social Security Act § 1861 (v)(1)(I) and 42 C.F.R., Part 420, Subpart D, § 420.300 et seq., until the expiration of four (4) years after the furnishing of Medicare reimbursable services pursuant to this Agreement, upon proper written request, allow the Comptroller General of the United States, the Department of Health and human Services and their duly authorized representatives access to this Agreement and to Hospital's books, documents and records (as such terms are defined in 42 C.F.R., § 420.301) necessary to verify the nature and extent of costs of Medicare reimbursable services provided under this Agreement. In accordance with such laws and regulations, if Medicare or Medicaid reimbursable services provided by Hospital under this Agreement are carried out by the means of a subcontract with an organization related to Hospital, and such related organization provides the services at a value or cost of \$10,000 or more over a twelve (12) month period, the subcontract between Hospital and the related organization shall contain a clause comparable to the clause specified in the preceding sentence. No attorney- client, account-client or other legal privilege will be deemed to have been waived by Hospital or County by virtue of this Agreement.
- 7.15 CHANGE IN LAW.** Notwithstanding any other provision of this Agreement, if the governmental agencies (or their representatives) which administer Medicare, any other payor, or any other federal, state or local government or agency passes, issues or promulgates any law, rules, regulation, standard or interpretation, or any court of competent jurisdiction renders any decision or issues any order, at any time while this Agreement is in effect, which prohibits, restricts, limits or in any way substantially changes the method or amount of reimbursement or payment for Ambulance services rendered under this Agreement, or which otherwise significantly affects either Party's right or obligations hereunder, either Party may give the other notice of intent to amend this Agreement to the satisfaction of both Parties, to compensate for such prohibition, restriction, limitation or change. If this Agreement is not so amended in writing within ten (10) days after said notice was given, either party may terminate this Agreement with sixty (60) days written notice upon proper notification to the other Party. Hospital agrees to work with the County in the orderly transition of operation of Emergency Medical Services to the County in the event of termination pursuant to this section.
- 7.16 CONSENTS, APPROVALS, AND EXERCISE OF DISCRETION.** Except as may be herein specifically provided to the contrary, whenever this Agreement requires any consent or approval to be given by either Party, or either Party must or may exercise discretion, the Parties agree that such consent or approval shall not be unreasonably withheld or delayed, and such discretion shall be reasonably exercised in good faith.
- 7.17 THIRD PARTIES.** None of the provisions of this Agreement shall be for the benefit of third parties or enforceable by any third party.

Witness the following signatures and seals:

COUNTY

Board of County Commissioners
Taylor County, Florida

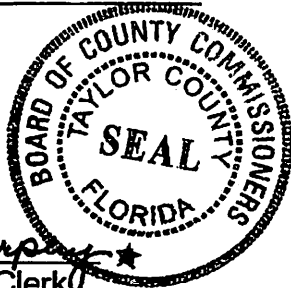
By: Malcolm V. Sage

Title: Chairman

Date: 2-3-14

ATTEST:

Annie Mae Murphy ★
ANNIE MAE MURPHY, Clerk



HOSPITAL

Doctors' Memorial Hospital
d/b/a Doctors Memorial Hospital

By: Alan Fuchs

Title: CEO

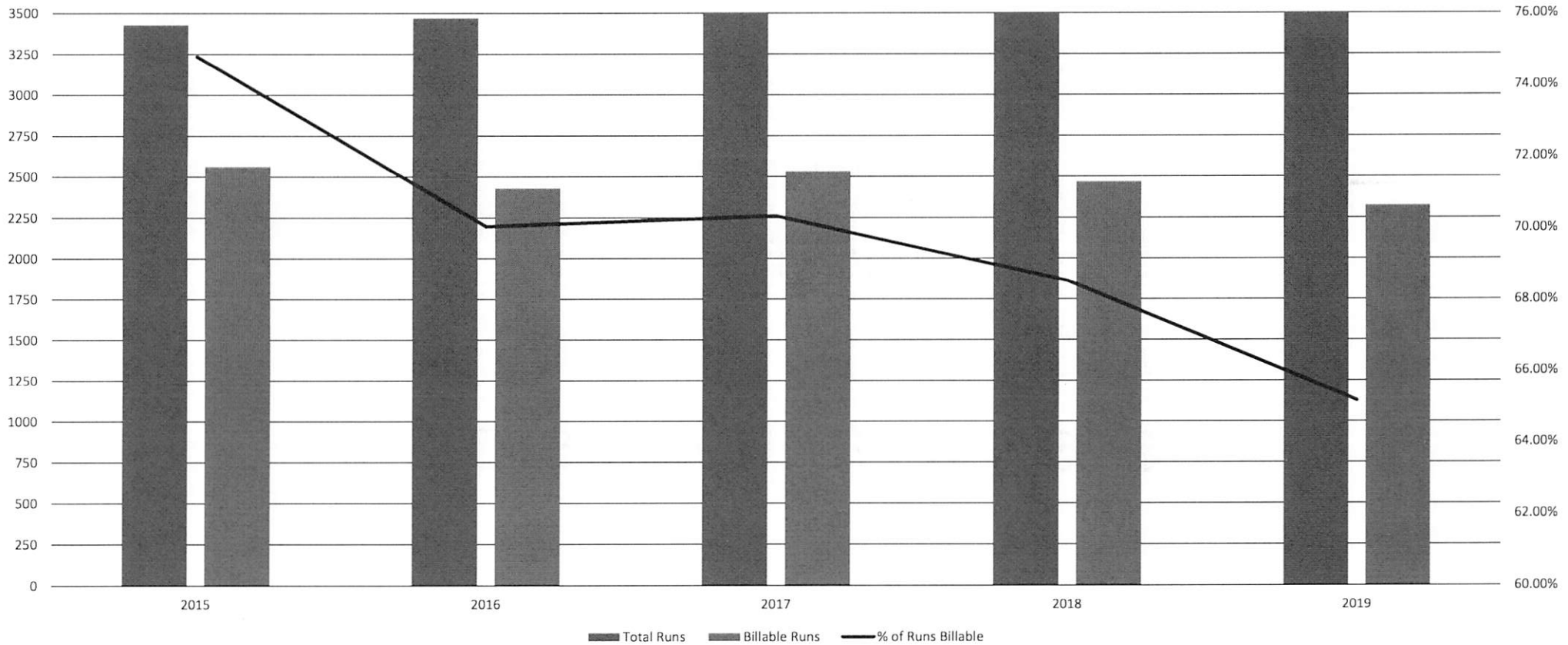
Date: 2-7-14

Doctors' Memorial Hospital Emergency Medical Services Discussion

November 2019

Billable Runs Vs Unbillable Runs By Fiscal Year 2015 -2019

11% increase in total runs 2015 -19
9% increase in unbillable runs 2015-19
Current FY projects to increase ~2%
over 2019 %, Billable runs are steady at
65% of total



EMS Financial Position FY 2015 – 19 and 5 Months YTD 2020

Fiscal Year	2015	2016	2017	2018	2019	5 months 2020 YTD	
Net Revenue	\$1,087,000	\$1,141,000	\$1,211,000	\$1,147,000	\$1,079,000	\$428,000	
Operating Expense	(\$1,406,000)	(\$1,524,000)	(\$1,562,000)	(\$1,686,000)	(\$1,725,000)	(\$737,000)	
Net Operating Contri +/-	(\$316,000)	(\$383,000)	(\$351,000)	(\$539,000)	(\$646,000)	(\$309,000)	
County Support	\$450,000	\$450,000	\$450,000	\$450,000	\$450,000	\$188,000	
Gain or Loss after Supp	\$131,000	\$67,000	\$99,000	(\$89,000)	(\$196,000)	\$(121,000)	

Decision Point Concerning Provision of County Required EMS

- DMH can not continue to operate EMS under the current agreement.
- There appears to be three paths forward:
 - Reduce Services
 - Increase County Support to make DMH Whole and Continue with a new agreement
 - Relinquish operations back to the County to allow for evaluation of alternative operation by County or another service provider

Proposed modifications to Current EMS Agreement

- Article 2.4 Annual Subsidy
- Article 2.5 Ownership and Responsibilities Regarding Fixed Assets
- Article 3.7 License to operate
- Article 6.1 Term
- Article 6.2.1 Disposition of Fixed Assets

Third Party EMS Providers with Interest in Taylor County Operations

- Two companies have made proposals to DMH to take over the operation of EMS
 - Life Guard Ambulance Service
 - AmeriPro EMS
- One would phase in new equipment the other will supply new equipment on the front end of a contract.
- Both have indicated that they could be operational within 90 days of contract
- Contract term is negotiable but both willing to enter into multi year contract

Third Party Continued

- Both indicate a cost of operation that is not significantly different than the cost DMH is experiencing
- Both Require a subsidy