

## **Board of County Commissioners Agenda Request**

**Date of Meeting:** December 2, 2014

**Date Submitted:** November 12, 2014

**To:** Honorable Chairperson and Members of the Board

**From:** Robert Presnell, County Administrator  
Tommy Baker, EMS Director

**Subject:** Approval of Contract with MTC-Medical to Provide Ambulance Transportation for Patients Housed at Gadsden Correctional Facility

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### **Statement of Issue:**

This agenda item seeks Board approval of a contract for ambulance service with MTC-Medical for ambulance transportation of patients housed at Gadsden Correctional Institute.

### **Background:**

MTC-Medical is the contractor that provides medical services for Gadsden Correctional Institute. As a contract medical provider, MTC-Medical is required to have contracts for services with medical providers that provide services to their patients.

### **Analysis:**

Approval is required for Chairperson's signature on the Ambulance Agreement contract with MTC-Medical. This contract will assure that Gadsden EMS is reimbursed at our standard charge rate and that payments are received in a timely manner.

### **Fiscal Impact:**

The fees associated with this contract are the standard charges rates for Gadsden Emergency Medical Services.

**Options:**

1. Approval of Ambulance Agreement contract with MTC-Medical and authorization for the Chairperson to execute the Agreement.
2. Do not approve.
3. Board direction

**County Administrator's Recommendation:**

Option 1

**Attachment:**

1. Ambulance Agreement (2 originals for signature)

## **AMBULANCE AGREEMENT**

THIS AGREEMENT dated \_\_\_\_\_ (the "Effective Date"), between MTC Medical, LLC, a Utah limited liability company ("MTC-Medical"), and Gadsden County, Florida, a political subdivision of the State of Florida ("Provider"). The parties hereby agree as follows:

### **1. SERVICES TO BE PROVIDED**

The Provider agrees to provide to MTC-Medical the ambulance services required by the inmates ("Inmates") located at the Gadsden Correctional Facility (hereinafter called "Facility"), and the services set out in Exhibit A, incorporated herein by reference (collectively, the "Contract Services"). Provider agrees to perform the Contract Services pursuant to MTC-Medical's specifications and in accordance with the contract between MTC-Medical and Management & Training Corporation which is subject to the terms of the contract between Management & Training Corporation and the Florida Department of Management Services, Bureau of Private Prison Monitoring (hereinafter called "Department"). Provider shall exercise the degree of skill and competency normally exercised by persons performing services of a similar nature. Provider also agrees to comply with all security regulations and procedures of the Facility or MTC-Medical. If there is a conflict between this Agreement and the Department Contract, the Department Contract will govern.

### **2. QUALIFICATIONS**

Provider warrants that it has and will maintain during the term of this Agreement the licenses, certifications, and qualifications necessary to perform the Contract Services in the State of Florida as required by the Department Contract and MTC-Medical. As requested by MTC-Medical, Provider agrees to forward verification of Provider's licensure. Provider agrees to comply with all applicable requirements of federal, state, and local law, including the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"), the Department Contract, and other regulatory and certification requirements that govern Provider's operations. Provider also agrees to comply with all of the HIPAA Business Associate Agreement terms and conditions set out in Exhibit B. Provider further agrees to immediately notify MTC-Medical if Provider receives notice of noncompliance with the above requirements, conditions, and standards, or if Provider's status is changed in any respect.

Provider agrees to provide a copy of its current and unrestricted controlled substance certification and understands that this Agreement is contingent upon the receipt of the controlled substance certification. Provider agrees to forward verification of any renewal of the controlled substance certification within thirty (30) days of renewal. Failure to provide the above information to MTC-Medical within the time limits specified will result in immediate termination of this Agreement.

### **3. COMPENSATION**

As compensation for the Contract Services, MTC-Medical shall pay the Provider for Contract Services performed as set out in Exhibit A. Provider shall submit detailed claims to MTC-Medical within thirty (30) days of completion of service. Claims should be mailed to MTC-Medical, P.O. Box 10, Centerville, Utah 84014 Attn: Medical Claims or emailed to [claims@mtcmedical.com](mailto:claims@mtcmedical.com). Detailed claims must list the following information, including but not limited to: Provider's name and address, Provider's taxpayer identification number, dates of service, description of service, time(s) service was provided, Inmate names, facility where Inmate was transferred, compensation rate, and the total amount of compensation due. MTC-Medical shall pay all undisputed amounts set forth in the properly completed claim within forty-five (45) days of receipt. MTC-Medical is not obligated to pay any claims submitted after sixty (60) calendar days of the date of service. If MTC-Medical is assessed any penalty, late fee, interest, liquidated damages, or similar charge that is related to the Contract Services, MTC-Medical will deduct such amounts from any payments due to Provider. MTC-Medical may also offset any amounts due

to MTC-Medical from Provider against amounts payable hereunder. MTC-Medical reserves the right to deny payment for unauthorized work and/or costs incurred by Provider. Provider agrees that it will not seek payment from any third party payor, Inmate, or other source, for Contract Services. Provider agrees to allow MTC-Medical access to Provider's records to verify statistics regarding Contract Services at any time. The prior sentence will survive the expiration or termination of this Agreement.

#### **4. RELATIONSHIP OF PARTIES**

The Provider shall at all times be an independent contractor and not an employee of MTC-Medical and shall not hold itself out as an employee of MTC-Medical. Each party shall be solely liable for its own debts, obligations, acts, and omissions, including the payment of all required withholding taxes, benefits, and insurance. This Section will survive any expiration or termination of this Agreement.

#### **5. CONFIDENTIALITY OF INFORMATION**

MTC-Medical acknowledges that the Provider is a political subdivision of the State of Florida and therefore subject to Florida's public records and government in the sunshine laws. Except as expressly necessary to advance MTC-Medical's interests and as required by law, Provider agrees to keep confidential and not to use or to disclose to others any information related to MTC-Medical or the Inmates, including the terms of this Agreement. Provider further agrees that, upon termination of this Agreement, it will neither take nor retain, without prior written authorization from MTC-Medical, any records, files, or other documents or copies thereof or other information of any kind belonging to MTC-Medical pertaining to MTC-Medical's business, sales, or financial condition, except to the extent required by law. To the extent any information disclosed to Provider includes material subject to attorney-client privilege, work-product doctrine, or any other applicable privilege, such information shall remain entitled to all protection under these privileges. All information disclosed shall remain and all deliverables produced hereunder shall be MTC-Medical's property. Without limiting other possible remedies for the breach of these covenants, Provider agrees that MTC-Medical is entitled to seek injunctive or other equitable relief without the necessity of posting bond, cash or otherwise. Provider shall be responsible for any breach of the terms of this Agreement by its representatives or affiliates. This Section will survive the termination or expiration of this Agreement.

#### **6. MEDICAL RECORDS**

The medical records maintained by the Provider relating to Inmates treated pursuant to this Agreement are the property of the Facility and Department. The Provider agrees to comply with all applicable MTC-Medical, Facility, Department, and governmental rules and regulations with regard to maintaining such records including, but not limited to, HIPAA.

#### **7. TERM**

This Agreement shall commence on the Effective Date and will continue through October 31, 2015 unless otherwise modified or terminated as provided in Paragraph 8 herein. This Agreement will automatically renew upon the same terms and conditions for successive one (1) year terms. In no event shall this Agreement extend for a term beyond the life of the Department Contract. Upon termination of the Department Contract, this Agreement will be terminated upon the same terms.

#### **8. TERMINATION**

8.1. Termination for Convenience. This Agreement may be terminated by either party for any reason upon thirty (30) days written notice.

8.2. Termination for Security Purposes. This Agreement is contingent upon the Facility granting access to Provider. In the event an agent or employee of the Facility or Department denies Provider such access or subsequently withdraws such access, then MTC-Medical may terminate this Agreement immediately by giving written notice to Provider.

8.3. Termination for Cause. MTC-Medical may terminate this Agreement with Provider at any time for "cause". In the event the Agreement is terminated for cause, termination shall be effective immediately upon notification unless otherwise noted. MTC-Medical shall have the sole discretion in determining if cause exists. Cause includes, but is not limited to, the following:

8.3.1. Provider has breached any of the material terms and conditions of this Agreement or the exhibits or attachments hereto.

8.3.2. The failure of Provider to meet any of the qualification requirements specified in this Agreement or any misrepresentation by Provider of Provider's qualifications.

8.3.3. Provider's failure to maintain required insurance as provided in this Agreement.

8.3.4. Provider's inability to meet its obligations pursuant to this Agreement due to financial insolvency, bankruptcy, or lack of capacity to provide Contract Services.

## **9. PROVIDER'S INSURANCE**

Provider shall provide and maintain and cause its subcontractors to provide and maintain the following insurance coverage until obligations under this Agreement are satisfied:

9.1. Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of its employees engaged in the performance of the services represented by this Agreement, and Employers' Liability insurance with a minimum limit of \$1 million.

9.2. Commercial General Liability insurance with minimum limit of \$1 million per occurrence and \$3 million in the aggregate.

9.3. Comprehensive Business Automobile Liability insurance with a combined single limit of \$1 million whenever an automobile(s) is used in conjunction with this agreement.

9.4. Professional Medical Liability insurance with minimum limit of \$3 million for each occurrence and an aggregate of \$6 million. The policy should be an occurrence policy but a claims-made policy may be used if the retroactive date is on or before the effective date of this Agreement and the policy is continued and an extended claims reporting provision (tail) is provided, for not less than three years following termination of the policy.

Provider shall ensure the general liability and professional medical liability insurance policies endorse MTC-Medical and Department as additional insured, as their interest may appear, on the respective policies. Provider shall, at the execution of this Agreement and within ten (10) days after the commencement of new policy period, or upon request, provide to MTC-Medical certificates issued by an insurance carrier or its agent evidencing that all insurance policies required under this Agreement are in effect. Failure to procure and maintain the required insurance and provide proof thereof, shall constitute a material breach of this Agreement. Provider shall provide MTC-Medical with at least thirty (30) days prior written notice of any significant modification, cancellation, or non-renewal of such policies.

## **10. DISPUTE RESOLUTION**

10.1. Arbitration. If any dispute involving this Agreement is not resolved by the parties through informal discussions, then the dispute shall be resolved by binding arbitration by the National Arbitration Forum under their Code of Procedure then in effect. Notwithstanding the foregoing, this Section does not prohibit MTC-Medical from seeking the relief set forth in Section 5 above. The arbitration shall be conducted in Gadsden County, Florida. Any award of the arbitrator(s) may be entered as a judgment in any court having jurisdiction.

## **11. NON-DISCRIMINATION**

During the performance of this Agreement, the Provider agrees it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability status, age, sexual orientation, marital status, veteran status, political affiliation or national origin, except where religion, sex, or national origin is a bonafide occupational qualification reasonably necessary to the normal operation of the Provider. The Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. All solicitations or advertisements for employees placed by or on behalf of the Provider, will state that such Provider is an equal opportunity employer. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section.

## **12. NOTICES**

Any notice required hereunder shall be sent by registered or certified mail (return receipt requested), overnight commercial carrier, or other guaranteed, delivery by confirmable method. The notice shall be effective as of the date of posting. Unless otherwise specified, notices shall be sent to:

### **FOR PROVIDER**

Attn: Director, Emergency Medical Services  
Gadsden County EMS  
412 E. Jefferson St.  
Quincy, FL 32351

### **FOR MTC-Medical**

Attn: Manager, Medical Contracts  
MTC Medical, LLC  
500 North Marketplace Drive  
Centerville, Utah 84014

## **13. MISCELLANEOUS**

13.1. Assignment. Neither party shall have the right to assign this Agreement to any corporation, partnership, individual, or other entity without the prior written consent of the other party. Any attempt at a prohibited assignment will be void.

13.2. Caption. The captions and headings contained in this Agreement are for convenience and reference only, and shall not be deemed to be a part of this Agreement.

13.3. Governing Law. This Agreement shall in all respects be subject to and governed by the laws of the State of Florida without giving effect to the conflict of law provisions thereof. Any court actions taken in relation to this Agreement whatsoever shall be commenced in and prosecuted in the State of Florida.

13.4. Negotiated Agreement. All of the parties to this Agreement have participated fully in its negotiation and preparation. Accordingly, this Agreement shall not be more strictly construed against any one of the parties.

13.5. No Third Party Beneficiary Rights. No Inmate or any other non-party shall have any third party beneficiary right hereunder.

13.6. Entire Agreement. This Agreement, together with the attached Exhibits, which are all incorporated herein by reference, contains the sole and entire agreement between the parties, and supersedes all other prior written or oral agreements between the parties with respect to the subject matter of this Agreement.

13.7. Modification in Writing. This Agreement may not be modified or amended except in writing signed by both the Provider and MTC-Medical.

13.8. Signatures and Counterparts. This Agreement may be executed in counterparts or any number of counterparts including by facsimile, by electronic mail in PDF form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, each of which shall be effective and binding to the same extent as original signatures and all of which together will constitute one and the same Agreement.

13.9. Severability. If any restriction contained in this Agreement is held by any court to be unenforceable or unreasonable, such lesser restriction as will give maximum effect to the intentions of the parties hereto shall be enforced in its place and remaining restrictions contained herein shall be enforced independently of each other.

13.10. Execution Authority. By his or her signature below, each signatory individual certifies that he or she is the properly authorized agent or officer of the applicable party hereto and has the requisite authority necessary to execute this Agreement on behalf of such party, and each party hereby certifies to the other that any resolutions necessary to create such authority have been duly passed and are now in full force and effect.





**EXHIBIT A**  
**CONTRACT SERVICES**

Provider agrees to transport Inmates, who require transfer by ambulance, within the local geographical area of the Facility, and provide Contract Services, to include Basic Life Support (BLS) and Advanced Life Support (ALS) services. Such Contract Services should reach the Facility within thirty (30) minutes of the request for emergency services.

MTC-Medical and Provider have agreed on the following compensation schedule:

Basic Life Support (BLS):	\$ 625.00
Advanced Life Support (ALS):	\$ 687.50
Mileage:	\$ 12.50/mile

All supplies are included in the above rates.

**EXHIBIT B**  
**HIPAA BUSINESS ASSOCIATE AGREEMENT TERMS AND CONDITIONS**

MTC-Medical and Provider agree to the terms and conditions set out below in order to comply with Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"). MTC-Medical may disclose to Provider certain Protected Health Information ("PHI") that is subject to protection under HIPAA. MTC-Medical acknowledges that the Provider is a political subdivision of the State of Florida and therefore subject to Florida's public records and government in the sunshine laws.

1. Provider will use and disclose PHI that is disclosed to it by MTC-Medical only for those purposes necessary to perform the Contract Services, or as otherwise expressly permitted in this Agreement or required by law. Additionally, Provider may use the PHI to provide data aggregation services to MTC-Medical, as permitted under HIPAA.
2. Provider will implement and use reasonable and appropriate safeguards to prevent the use or disclosure of PHI other than as provided for in this Agreement or as required by law. Such safeguards will reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI that Provider creates, receives, maintains, or transmits on behalf of MTC-Medical. At MTC-Medical's request, Provider will provide evidence to MTC-Medical that these safeguards are in place and properly managed.
3. Once Provider becomes aware of any use or disclosure of PHI that is not provided for in this Agreement or required by law, it will report to MTC-Medical such use or disclosure immediately. Provider will maintain for a period of seven years a list of all uses and disclosures not permitted hereunder including the date of disclosure, name of recipient, PHI disclosed, and a brief statement of the purpose of the disclosure.
4. If Provider uses or discloses PHI in violation of this Agreement, to the extent practicable, Provider will mitigate any harmful effect that is known to Provider.
5. Provider will require all of its subcontractors or agents to whom Provider provides PHI (PHI provided to Provider by MTC-Medical) to agree to the terms and conditions set forth in this Exhibit.
6. Within ten (10) days of receiving a written request from MTC-Medical, Provider will make available PHI necessary for MTC-Medical to make an accounting of disclosures of PHI about an individual.
7. Within ten (10) days of receiving a written request from MTC-Medical, Provider will make available PHI necessary for MTC-Medical to respond to an individual's request for access to PHI about such individual in the event that the PHI in Provider's possession constitutes a designated record set, as defined by HIPAA.
8. Within ten (10) days of receiving a written request from MTC-Medical, Provider will incorporate any amendments or corrections to the PHI in accordance with HIPAA in the event that the PHI in Provider's possession constitutes a designated record set, as defined by HIPAA.
9. Within ten (10) days of receiving a written request from MTC-Medical, Provider will make available to MTC-Medical all Provider records, books, agreements, policies, and procedures relating to the use or disclosure of PHI for the purpose of allowing MTC-Medical to determine Providers compliance with these terms and conditions.
10. Requirements applicable to Provider under Title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009 ("ARRA") are hereby incorporated by reference into the Agreement. Provider agrees to comply, as of the applicable effective dates of each such HIPAA obligation relevant to Provider, with the requirements imposed by ARRA, including monitoring federal guidance and regulations published thereunder and timely compliance with such guidance and regulations.

11. Provider acknowledges that MTC-Medical may terminate the Agreement if MTC-Medical determines Provider has breached a material term or condition set out in this Exhibit.
12. Upon termination of the Agreement, Provider will extend the protections of these terms and conditions to the PHI and limit further uses and disclosures as provided herein and by law.