

COMMUNITY PARAMEDIC PROGRAM AGREEMENT

This Community Paramedic Program Agreement ("Agreement") is entered this 1st day of August, 2021, by and between the CITY OF OCALA, by and through Ocala Fire Rescue ("OFR") and FLORIDA HOSPITAL OCALA, INC. d/b/a ADVENTHEALTH OCALA ("AHO"). OFR and AHO shall be referred to herein collectively as the Parties.

RECITALS

WHEREAS, OFR partnered with AHO to assist with improving access to care issues for residents in Marion County, Florida and has partnered with community organizations to assist with meetings its goals under the Agreement; and

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

WHEREAS, OFR has found the program to be successful and wishes to continue to assist with reducing the number of non-emergent emergency department ("ED") visits encountered by certain patients identified as frequent users of the AHO ED and are at risk of re-admission; and

WHEREAS, OFR community 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 community 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 (the "Program"); and

WHEREAS, AHO desires to participate in the Program; and

WHEREAS, OFR wishes to enter into this Agreement for AHO to provide OFR with an initial and continuing number of individuals identified solely by AHO, and authorized by the individual patients, to participate in the Program.

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. Scope of Work

- a. AHO shall identify patients who may benefit from participation in the Program.
- b. OFR shall staff one community paramedic Monday through Friday 8-5 PM for its post-discharge re-admission program.
- c. Once an AHO patient has agreed and consented to participate in the Program, AHO shall formally request through email, fax, computer data transfer, or alternative means

agreed to by the parties based on services within the scope and expertise of the paramedic that OFR add the patient to the Program and OFR provide a visit to the patient by a community paramedic.

d. Post-Discharge Re-Admission Program.

- a. OFR shall provide post-discharge care by allowing the community paramedic to visit patients at home after discharge to monitor the patient's condition, answer health questions and provide coaching on home care and healthcare equipment use and maintenance and make sure they have access to medications prescribed to them.
- b. A community paramedic will make diligent and reasonable efforts to act on the request within 48 hours of receipt based upon availability, unless otherwise agreed upon by the issuing provider. If OFR is unable to see the patient within 48 hours, OFR shall notify AHO by the next business day.
- c. OFR shall work with the patient's primary care physician to establish a care plan and to assist the patient with navigating their health care options. If patient does not have an established primary care physician, AHO will assist OFR to identify possible primary care physicians to treat the patients identified. OFR is not responsible if the patient is unable to obtain a primary care physician.
- d. There shall be a maximum of twenty (20) patients active in the Program at one time.
- e. OFR shall report to AHO any issues of non-compliance or other issues preventing the goals of the Program from being met with the patients identified.
- f. OFR agrees to share patient records as is 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.
- g. OFR 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 and each party will share Program evaluation results with the other. The parties agree to develop the data criteria within thirty (30) days from the date of execution of the Agreement.
- h. Parties agree to meet on a monthly basis to discuss at-risk patients in both Programs.
- i. AHO and OFR 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.

- j. 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.
- k. Each patient that participates in the Program shall remain in the Program for at least thirty (30) days and may be extended to a maximum of ninety (90) days as needed.
- l. AHO shall assist OFR should OFR run into any barriers with the patient once discharged from AHO. However, AHO shall not be responsible for coordinating with the patient's primary care physician in the community as to any issues.
- e. Both AHO and OFR agree neither party will attempt to bill or collect from the other for any services rendered or received pursuant to this Agreement.
- f. Each party also acknowledges that patients identified under this Program will not be charged by OFR of AHO in any manner for any service provided within the Community Paramedic 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.

II. Responsibilities of OFR

- a. OFR shall ensure all paramedics assigned to provide services under the Program are certified to provide the services in the State of Florida; and the providers maintain all applicable licenses, registrations, certifications or otherwise needed to provide the services.
- b. OFR shall provide the medical oversight for the Program through its Medical Director as it relates to the community paramedic.
- c. OFR shall be responsible for providing all equipment necessary to the paramedics for provisions of services under this Agreement.
- d. OFR shall maintain the insurance coverages necessary and customary for the nature of services provided for under this Agreement.
- e. OFR shall be responsible for ensuring the proper protocols are in place for the services offered in the Program.

III. Term and Termination

- a. The Parties agree that as of the effective date of this agreement, any prior agreement related to the subject matter herein shall be terminated and this Agreement shall control.

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

IV. Miscellaneous

- a. **Supervening Law.** 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 the 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.** 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 OFR:


Ocala Fire Rescue
505 NW Martin Luther King Ave.
Ocala, Florida 34475
Attn: Amy Johnson

- e. Neither party is currently 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. No Inconsistent Tax Position. OFR agrees that it is not entitled to and will not take any tax position that is inconsistent with being a service provider to AHO with respect to AHO property. OFR agrees, for example, not to claim any depreciation or amortization deduction, investment tax credit, or deduction for any payment as rent with respect to the AHO property.
- g. Amendments. This Agreement may be amended, revoked, changed or modified only by written amendment (or a new agreement) executed by both parties.
- h. Assignment. This Agreement shall not be assigned by either party without the prior written consent of the other party.
- i. 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.
- j. 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.
- k. 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 Agreement to be executed as of the day and year written above.

ADVENTHEALTH OCALA

By: 
Title: President + CEO
Date: 8/19/2021


CITY OF OCALA


By: Justin Grabelle
Title: City Council President
Date: 08 / 30 / 2021

Approved for form and legality:

/s/ Robert W. Batsel, Jr.
Robert W. Batsel, Jr. / City Attorney

Attest:


Angel Jacobs, City Clerk

TITLE	For Signature: Community Paramedic Program Agreement
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Document History



08 / 25 / 2021
10:49:13 UTC-4

Sent for signature to Robert W. Batsel, Jr. (rbatsel@ocalalaw.com), Justin Grabelle (jgrabelle@ocalafl.org) and Angel B. Jacobs (ajacobs@ocalafl.org) from plewis@ocalafl.org
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08 / 25 / 2021
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08 / 30 / 2021
08:10:23 UTC-4

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08 / 30 / 2021
08:10:36 UTC-4

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The document has been completed.