

**BILLING AGREEMENT BETWEEN BROWARD COUNTY AND  
SOUTH BROWARD HOSPITAL DISTRICT D/B/A MEMORIAL HEALTHCARE SYSTEM  
FOR ARRESTEE BILLING**

Billing Agreement #24-CP-HCS-0126-02

This billing agreement ("Agreement") is between Broward County, a political subdivision of the State of Florida ("County"), and South Broward Hospital District d/b/a Memorial Healthcare System, a special taxing district of the State of Florida ("Memorial"), each a "Party" and collectively referred to as the "Parties."

**RECITALS**

- A. Section 901.35, Florida Statutes, provides procedures for County's payment of expenses for medical care, treatment, hospitalization, and transportation of persons ill, wounded, or otherwise injured during or at the time of arrest for any violation of state law or County ordinance.
- B. Memorial is licensed by the State of Florida to provide inpatient and outpatient services to individuals in Broward County.
- C. The Board of County Commissioners of Broward County has determined that it is in the best interest of the community to enter into this Agreement, which serves a public purpose.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE 1. DEFINITIONS**

- 1.1 **Affidavit** means a statement under oath verifying and certifying that Memorial has exhausted all attempts to collect payment for Services from Other Sources. The Affidavit must be in substantially the form attached to this Agreement as Attachment 1.
- 1.2 **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, or ordinances of any federal, state, county, municipal, or other governmental entity, as may be amended.
- 1.3 **Arrest Documentation** means documentation from a law enforcement agency indicating that the arrest of the Patient was for a violation of a state law or a Broward County ordinance. Arrest Documentation includes, but is not limited to, the Broward County Sheriff's Office Booking Report.
- 1.4 **Arrestee or Patient** means any person ill, wounded, or otherwise injured during or at the time of arrest for any violation of state law or Broward County ordinance who receives medical care, treatment, hospitalization, or transportation from Memorial.
- 1.5 **Board** means the Board of County Commissioners of Broward County, Florida.

- 1.6 **Booking Report** means a report from the Broward County Sheriff's Office that contains information relating to the arrest of a Patient, including information relating to the criminal charges, inmate logged date, arrest date, booking date, and release date.
- 1.7 **Contract Administrator** means the Director or Deputy Director of the Broward County Human Services Department, or the Director of the Community Partnerships Division.
- 1.8 **Other Sources** means the sources of reimbursement for Services as enumerated in Section 901.35, Florida Statutes, that Memorial must demonstrate are not available prior to seeking reimbursement from County.
- 1.9 **Option Period** means a contract renewal period, usually concurrent with a single County fiscal year.
- 1.10 **Personal Consumption Expenditures (PCE) Price Index** means a measure of the prices that people living in the United States, or those buying on their behalf, pay for goods and services as reported by the U.S. Bureau of Economic Analysis.
- 1.11 **Services** means the medical care, treatment, hospitalization, or transportation of a Patient provided by Memorial.

## **ARTICLE 2. TERM**

- 2.1 **Term.** This Agreement begins retroactively on October 1, 2023, and continues through September 30, 2024 ("Initial Term"), unless otherwise terminated or renewed as provided in this Agreement.
- 2.2 **Renewals.** The Contract Administrator may renew this Agreement for up to four (4) additional one-year Option Periods on the same rates, terms, and conditions stated in this Agreement by sending notice to Memorial at least thirty (30) business days prior to the expiration of the then-current term of the Agreement.
- 2.3 **Additional Extension.** If the Board does not adopt the budget for an Option Period in time to exercise the Option Period, County may extend this Agreement for up to sixty (60) days on the same rates, terms, and conditions as existed at the end of the then-current term. The Contract Administrator must notify Memorial of this extension in writing before the Agreement expires.
- 2.4 **Fiscal Year.** The continuation of this Agreement beyond the end of any County fiscal year is subject to both the appropriation and the availability of funds in accordance with Chapter 129 and, if applicable, Chapter 212, Florida Statutes.

## **ARTICLE 3. SCOPE OF SERVICES AND REIMBURSEMENT**

- 3.1 **Location of Services.** To receive reimbursement from County for Services, Memorial must provide the Services at Memorial-operated hospitals only and must not perform any such Services under this Agreement at any outpatient facilities.
- 3.2 **Specialist.** Patients requiring specialty medical services must receive Services from a

credentialed in-network provider under County's insurance plan.

- 3.3 Financial Responsibility for Medical Expenses. Memorial must utilize its best efforts and exhaust all attempts to secure payment for Services to Patients from Other Sources in compliance with Section 901.35, Florida Statutes, and Section 23.15, Broward County Administrative Code (a copy of which is attached as Attachment 2), prior to seeking reimbursement from County. Such efforts must include, but not be limited to, seeking reimbursement from the following sources in the following order:

- a) An insurance company, health care corporation, or other source, if the Patient is covered by an insurance policy or subscribes to a health care corporation or other source for the expenses.
- b) The Patient receiving the Services.
- c) A financial settlement for the Services payable or accruing to the Patient.

Following a determination by Memorial that reimbursement is not available from Other Sources (the "Determination"), Memorial may submit an invoice to County for payment of Services. Memorial must submit the invoice to County within thirty (30) days after its Determination.

- 3.4 Payment of Claims. County will pay Memorial for invoiced and documented Services rendered to Patients only at Memorial-operated hospitals in accordance with the provisions set forth in this Agreement and at the rates stated in this Agreement. County will not reimburse Memorial for inpatient or outpatient Services for Patients delivered to outpatient facilities.

- 3.5 Submission of Invoice Package. Memorial must submit to County for each Patient the following documentation (collectively, the "Invoice Package") to establish that reimbursement is not available from Other Sources:

- a) AHCA Universal Billing Form UB04/CMS-1450 that includes Revenue Codes, as defined by the National Uniform Billing Committee, to document Services provided;
- b) Cover letter referencing Patient's name, account/Patient ID, date of Services, balance due, and description of documentation included in the Invoice Package;
- c) Face Sheet detailing the most recent personal information on the Patient, such as name, address, telephone number, place of employment, age, date of birth, gender, and reason for Service or diagnosis;
- d) Itemized bill or Patient statement (I-Bill) that is sent to the Patient itemizing all the Services that were provided;
- e) Patient's Booking Report;
- f) Affidavit;
- g) Discharge summary or other summary information regarding the treatment and discharge of the Patient; and

- h) Documentation that indicates the rejection of coverage by any and all applicable insurance company or health care corporations including automobile insurance.

Nothing in this Agreement prohibits County from seeking additional documentation from Memorial aside from what is listed above in Section 3.5(a)–(h), and which additional documentation is related to the Services that Memorial rendered to the Patient, to establish County's obligation to pay for Services rendered to Patients. Memorial must provide the requested additional documentation if County deems it necessary to review such additional documentation.

- 3.6 Prompt Payment. County will reimburse Memorial within thirty (30) days after receipt of Memorial's proper Invoice Package in accordance with the "Broward County Prompt Payment Ordinance," Section 1-51.6 of the Broward County Code of Ordinances. To be deemed proper, all Invoice Packages must comply with the requirements set forth in this Agreement. Payment may be withheld for failure of Memorial to comply with a term, condition, or requirement of this Agreement.

Invoice Packages returned to Memorial for corrections or additional documentation will not be considered as submitted and will be cause for delay in issuance of payment by County without the accrual of interest on any payments owed by County to Memorial.

- 3.7 Reimbursement Rates. Services provided to Patients will be reimbursed by County at the following rates:

Inpatient Services (24 Hour Stay):

Per Diem per Patient: \$2,592.44

Outpatient Services:

Per Diem per Patient: \$682.69

- 3.8 Annual Escalator. All prices for the Initial Term are fixed in accordance with the pricing stated in this Agreement. Memorial may request a price adjustment for the per diem per patient unit prices for any applicable renewal term. This request must be in writing and must be submitted to the Contract Administrator at least ninety (90) days prior to the start of the next applicable renewal term.

Any price adjustment will be consistent with the Personal Consumption Expenditures ("PCE") Price Index. The PCE data will be obtained from the United States Department of Commerce Bureau of Economic Analysis ("BEA") table for PCE Price index released each month in the Personal Income and Outlays report. If no such index is published, the Contract Administrator will designate a reasonably similar index.

The Contract Administrator, in their sole discretion, will determine if Memorial's requested adjustment is in the best interest of County based upon current market conditions and information regarding similar services in the area. County approval is required for any price adjustment requested by Memorial; the Contract Administrator will provide written notification to Memorial, concurrent with the notification of renewal, of County's decision to approve or reject any requested adjustment. The Contract

Administrator may also initiate a price adjustment consistent with the PCE Price Index; unless otherwise stated in the Agreement, Memorial's written approval is required for any price adjustment initiated by County.

If approved by County, the PCE price adjustment percentage will be adjusted annually on October 1st based on the PCE Price Index published in July of the Agreement's then-current fiscal year as reported by the BEA. The PCE Price index price adjustment percentage for any year will not exceed a maximum change of three percent (3%).

Memorial acknowledges that any adjustment is in the Contract Administrator's sole discretion and if any such adjustment is not approved by the Contract Administrator, Memorial is obligated to perform the Services in full for the duration of the Agreement without the requested adjustment to pricing.

The percentage of increase is based on the PCE Price Index for all items for the twelve (12) month time period as published in the month of July preceding the expiration of the then-current Agreement term. The amount of increase will be a maximum of three percent (3%) subject to the approval and appropriation of funds by the Board. The contract administrator will notify Memorial in writing at the time of the renewal of the Agreement to effectuate the annual escalator.

- 3.9 Payer of Last Resort. Memorial understands that exclusive of Medicaid considerations, County is the payer of last resort for Services to Patients. Memorial represents to County that no other reimbursement is available or used for invoiced Services, and County has relied upon that representation. If County pays Memorial for Services which, at the time of billing, were not reimbursed by a third party (third party includes, but is not be limited to, an insurance company, health care corporation, the Patient, or a financial settlement for the Services payable or accruing to the Patient), but which are later paid by a third party ("Third Party Payment"), Memorial must reimburse County the total amount County paid to Memorial within thirty (30) days of Memorial's receipt of the Third Party Payment despite the amount of the Third Party Payment.

- 3.10 Payment will be made to Memorial at:

Memorial Healthcare System  
P.O. Box 538488  
Atlanta, GA 30353

#### **ARTICLE 4. TERMINATION**

- 4.1 This Agreement may be terminated for convenience by either Party with at least ninety (90) days' advance written notice to the other Party. This Agreement may be terminated for cause by action of the Board or by Memorial if the Party in breach has not corrected the breach within thirty (30) days after written notice from the aggrieved Party identifying the breach. Notice of Termination must be provided in accordance with the "Notices" section of this Agreement.
- 4.2 If this Agreement is terminated for convenience, Memorial will be paid for any Services

properly performed under this Agreement through the termination date specified in the written notice of termination.

- 4.3 In addition to any termination rights stated in this Agreement, County will be entitled to seek any and all available contractual or other remedies available at law or in equity including recovery of costs incurred by County due to Memorial's failure to comply with any term(s) of this Agreement.

#### **ARTICLE 5. GOVERNMENTAL IMMUNITY**

Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by either Party nor will anything included herein be construed as consent by either Party to be sued by a third party in any matter arising out of this Agreement. Each Party is a state agency or political subdivision as defined in Section 768.28, Florida Statutes, and will be responsible for the acts and omissions of its agents or employees to the extent required by Applicable Law.

#### **ARTICLE 6. INSURANCE**

Memorial is an entity subject to Section 768.28, Florida Statutes, and will provide the Contract Administrator with written verification of liability protection in accordance with state law on or before the date of Memorial's execution of this Agreement.

#### **ARTICLE 7. MISCELLANEOUS**

- 7.1 Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with Memorial to manage and supervise the performance of this Agreement. Memorial acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise materially modify the Scope of Services except as expressly set forth in this Agreement or, to the extent applicable, in the Broward County Procurement Code. Unless expressly stated otherwise in this Agreement or otherwise set forth in the Broward County Code of Ordinances or the Broward County Administrative Code, the Contract Administrator may exercise ministerial authority in connection with the day-to-day management of this Agreement. The Contract Administrator may also approve in writing minor modifications to the Scope of Services that do not increase the total cost to County or waive any rights of County.
- 7.2 Audit Rights and Retention of Records. County has the right to audit the books, records, and accounts of Memorial and all subcontractors that are related to this Agreement. Memorial and all subcontractors must keep such books, records, and accounts as may be necessary to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts must be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Memorial and all subcontractors must make same available in written form at no cost to County. Memorial must provide County with reasonable access to Memorial's facilities, and County must be allowed to interview all

current or former employees to discuss matters pertinent to the performance of this Agreement.

Memorial and all subcontractors must preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least three (3) years after termination of this Agreement or until resolution of any audit findings, whichever is longer. This article will survive any dispute or litigation between the Parties, and Memorial expressly acknowledges and agrees to be bound by this article throughout the course of any dispute or litigation with County. Any audit or inspection under this section may be performed by any County representative (including any outside representative engaged by County). Memorial hereby grants County the right to conduct such audit or review at Memorial's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice. Memorial must make all such records and documents available electronically in common file formats or via remote access if, and to the extent, requested by County.

Any incomplete or incorrect entry in such books, records, and accounts will be a basis for County's disallowance and recovery of any payment upon such entry. If an audit or inspection reveals overpricing or overcharges to County of any nature by Memorial in excess of five percent (5%) of the total contract billings reviewed by County, Memorial must make adjustments for the overcharges. Any adjustments or payments due as a result of such audit or inspection must be made within thirty (30) days after presentation of County's findings to Memorial.

Memorial must ensure that the requirements of this section are included in all agreements with all subcontractor(s).

- 7.3 Independent Contractor. Memorial is an independent contractor of County, and nothing in this Agreement will constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing Services, neither Memorial nor its agents will act as officers, employees, or agents of County. Memorial will not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.
- 7.4 Third-Party Beneficiaries. Neither Memorial nor County intends to primarily or directly benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party will be entitled to assert a right or claim against either of them based upon this Agreement.
- 7.5 Notices. Unless otherwise stated herein, for notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and will be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Addresses, including the payment address for Memorial provided in this Agreement, may be changed by the applicable Party giving notice of such change in accordance with this section.

FOR COUNTY:

Director, Community Partnerships Division  
115 South Andrews Avenue, Suite A370  
Fort Lauderdale, Florida 33301  
Email address: ecrenshaw@broward.org

FOR MEMORIAL:

South Broward Hospital District d/b/a Memorial Healthcare System  
Attn: President/CEO  
3111 Stirling Road, 2nd Floor  
Fort Lauderdale, Florida 33312  
Email address: swester@mhs.net

With a copy to:

Attn: Vice President – Managed Care  
3111 Stirling Road  
Fort Lauderdale, Florida 33312  
Email address: afinn@mhs.net

Memorial Healthcare System  
Attn: General Counsel  
3111 Stirling Road  
Fort Lauderdale, Florida 33312  
Email address: MHSLegal@mhs.net

- 7.6 Assignment. Neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by Memorial without the prior written consent of County. Any assignment, transfer, encumbrance, or subcontract in violation of this section will be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity. County reserves the right to condition its approval of any assignment, transfer, encumbrance, or subcontract upon further due diligence and an additional fee paid to County to reasonably compensate it for the performance of any such due diligence.
- 7.7 Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. County's failure to enforce any provision of this Agreement will not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach will not be deemed a waiver of any subsequent breach and will not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.



- 7.8 Compliance with Laws. The Parties must comply with all Applicable Law including, without limitation, the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and Applicable Law relating to confidentiality of patient health information.
- 7.9 Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part will be deemed severed from this Agreement and the balance of this Agreement will remain in full force and effect.
- 7.10 Joint Preparation. This Agreement has been jointly prepared by the Parties and will not be construed more strictly against either Party.
- 7.11 Interpretation. The titles and headings contained in this Agreement are for reference purposes only and will not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement will include any other gender, and the singular includes the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated. Any reference to approval by County will require approval in writing, unless otherwise expressly stated.
- 7.12 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or attachments attached to, referenced by, or incorporated in this Agreement and any provision within an article or section of this Agreement, the article or section prevails and will be given effect.
- 7.13 Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement will be interpreted and construed in accordance with and governed by the laws of the state of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement will be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit will be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**
- 7.14 Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of County and Memorial.
- 7.15 Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and

contemporaneous negotiations and discussions regarding same. All commitments, agreements, or understandings of the Parties concerning the subject matter of this Agreement are contained herein.

- 7.16 Representation of Authority. Memorial represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Memorial, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Memorial has with any third party or violates Applicable Law. Memorial further represents and warrants that execution of this Agreement is within Memorial's legal powers, and each individual executing this Agreement on behalf of Memorial is duly authorized by all necessary and appropriate action to do so on behalf of Memorial and does so with full legal authority.
- 7.17 Public Entity Crime Act. Memorial represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. Memorial further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Memorial has been placed on the convicted vendor list.
- 7.18 Discriminatory Vendor and Scrutinized Companies Lists; Countries of Concern. Memorial represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, and that it is not a "scrutinized company" under Sections 215.473 or 215.4725, Florida Statutes. Memorial represents and certifies that it is not, and for the duration of the Agreement will not be, ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes. Memorial represents that it is, and for the duration of the Agreement will remain, in compliance with Section 286.101, Florida Statutes.
- 7.19 Entities of Foreign Concern. The provisions of this section apply only if Memorial or any subcontractor will have access to an individual's personal identifying information under this Agreement. Memorial represents and certifies: (i) Memorial is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in Memorial; and (iii) Memorial is not organized under the laws of and does not have its principal place of business in, a foreign country of concern. On or before the effective date of this Agreement, Memorial and any subcontractor that will have access to personal identifying information must submit to County executed affidavit(s) under penalty of perjury, in a form approved by County attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Compliance with the requirements of this section is included in the requirements of a proper invoice for purposes of Article 3. Terms used in this section that are not otherwise defined in this Agreement will have the meanings ascribed to such terms in Section 287.138, Florida Statutes.
- 7.20 Claims Against Memorial. Memorial represents and warrants that there is no action or proceeding, at law or in equity, before any court, mediator, arbitrator, governmental or

other board or official, pending or, to the knowledge of Memorial, threatened against or affecting Memorial, the outcome of which may (a) affect the validity or enforceability of this Agreement, (b) materially and adversely affect the authority or ability of Memorial to perform its obligations under this Agreement, or (c) have a material and adverse effect on the consolidated financial condition or results of operations of Memorial or on the ability of Memorial to conduct its business as presently conducted or as proposed or contemplated to be conducted.

- 7.21 Prohibited Telecommunications Equipment. Memorial represents and certifies that Memorial and all subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Memorial represents and certifies that Memorial and all subcontractors will not provide or use such covered telecommunications equipment, system, or services during the duration of this Agreement.
- 7.22 Payable Interest.
- 7.22.1 Payment of Interest. Unless prohibited by Applicable Law, County will not be liable for interest to Memorial for any reason, whether as prejudgment interest or for any other purpose, and Memorial waives, rejects, disclaims and surrenders any and all entitlement to interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement.
- 7.22.2 Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, will be, to the full extent permissible under Applicable Law, one quarter of one percent (0.25%) simple interest (uncompounded).
- 7.23 HIPAA Compliance. County has access to protected health information ("PHI") that is subject to the requirements of 45 C.F.R. Parts 160, 162, and 164 and related regulations. If Memorial is considered by County to be a covered entity or business associate or is required to comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") or the Health Information Technology for Economic and Clinical Health Act ("HITECH"), Memorial must fully protect individually identifiable health information as required by HIPAA or HITECH and, if requested by County, must execute a Business Associate Agreement in the form set forth at [www.broward.org/Purchasing/Pages/StandardTerms.aspx](http://www.broward.org/Purchasing/Pages/StandardTerms.aspx). The County Administrator is authorized to execute a Business Associate Agreement on behalf of County. Where required, Memorial must handle and secure such PHI in compliance with HIPAA, HITECH, and related regulations and, if required by HIPAA, HITECH, or other Applicable Law, include in its "Notice of Privacy Practices" notice of Memorial's and County's uses of client's PHI. The requirement to comply with this provision, HIPAA, and HITECH survives

the expiration or earlier termination of this Agreement. Memorial must ensure that the requirements of this section are included in all agreements with subcontractors.

- 7.24 Use of County Name or Logo. Memorial will not use County's name or logo in marketing or publicity materials without prior written consent from the Contract Administrator.
- 7.25 Incorporation by Reference. The attached Attachments are incorporated into and made a part of this Agreement.
- 7.26 Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which will be deemed to be an original, but all of which, taken together, constitutes the same agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties have made and executed this Agreement: Broward County, through its Board of County Commissioners, signing by and through its County Administrator, authorized to execute same by Board action on the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, and South Broward Hospital District d/b/a Memorial Healthcare System, signing by and through its President and Chief Executive Officer, duly authorized to execute same.

COUNTY

Broward County, by and through its  
County Administrator

By: \_\_\_\_\_  
Monica Cepero, County Administrator

\_\_\_\_\_ day of \_\_\_\_\_, 202\_\_

Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
115 South Andrews Avenue, Suite 423  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600

By: \_\_\_\_\_  
Karen S. Gordon (Date)  
Senior Assistant County Attorney

KSG/bh  
SBHD-Arrestee-24-CP-HCS-0126-02-a01  
11/20/2023  
#60070

BILLING AGREEMENT BETWEEN BROWARD COUNTY AND SOUTH BROWARD HOSPITAL DISTRICT  
D/B/A MEMORIAL HEALTHCARE SYSTEM FOR ARRESTEE BILLING, AGREEMENT  
#24-CP-HCS-0126-02

MEMORIAL

South Broward Hospital District d/b/a  
Memorial Healthcare System

By: \_\_\_\_\_  
K. Scott Wester  
President/ Chief Executive Officer

\_\_\_\_ day of \_\_\_\_\_, 2023

**ATTACHMENT 1 TO BILLING AGREEMENT BETWEEN BROWARD COUNTY AND  
SOUTH BROWARD HOSPITAL DISTRICT D/B/A MEMORIAL HEALTHCARE SYSTEM  
FOR ARRESTEE BILLING**

**AFFIDAVIT**

PERSONALLY APPEARED BEFORE ME, the undersigned, who after being duly sworn and under oath, states:

1. This affidavit is made for the purpose of collecting reimbursement pursuant to Section 901.35, Florida Statutes, for expenses related to the medical care, treatment, hospitalization, or transportation of any person ill, wounded, or otherwise injured during or at the time of arrest for any violation of Florida law or Broward County ordinance ("Arrestee" or "Patient").
2. I, \_\_\_\_\_, (name of individual) am making this affidavit with personal knowledge, and as an authorized representative of South Broward Hospital District d/b/a Memorial Healthcare System ("Memorial") to verify and certify that Memorial has exhausted all attempts to collect reimbursement for the expenses incurred in providing Services to the Arrestee/Patient.
3. The Arrestee/Patient is: \_\_\_\_\_
4. Arrestee/Patient ID is: \_\_\_\_\_
5. Memorial has sought reimbursement for the expenses for the Arrestee/Patient from the following sources in the following order:
  - a. From an insurance company, a health care corporation, or another source if the Arrestee/Patient was covered by an insurance policy or subscribed to a health care corporation or another source for the expenses.
  - b. From the Arrestee/Patient receiving the medical care, the treatment, hospitalization, or the transportation.
  - c. From a financial settlement for the medical care, the treatment, hospitalization, or the transportation payable or accruing to the Arrestee/Patient.
6. Memorial has utilized its best efforts and exhausted all attempts to secure payment, as required by Section 901.35, Florida Statutes and Section 23.15, Broward County Administrative Code, for the medical care, the treatment, hospitalization, or transportation of Arrestee/Patient and has determined that reimbursement is not available from the Arrestee/Patient or from any other source.
7. The expenses of medical care, treatment, hospitalization, or transportation for which reimbursement is sought are in the total amount of \$ \_\_\_\_\_.

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Printed name and title

SWORN AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
(Signature of Notary Public-State of Florida)

\_\_\_\_\_  
(Name of Notary Typed, Printed, or Stamped)

(NOTARY SEAL)

Personally Known \_\_\_\_\_ OR  
Produced Identification \_\_\_\_\_  
Type of Identification \_\_\_\_\_  
Produced \_\_\_\_\_



**ATTACHMENT 2 TO BILLING AGREEMENT BETWEEN BROWARD COUNTY AND  
SOUTH BROWARD HOSPITAL DISTRICT D/B/A MEMORIAL HEALTHCARE SYSTEM  
FOR ARRESTEE BILLING**

**Broward County Administrative Code**

**MEDICAL EXPENSES OF ARRESTED PERSONS**

**23.13 Purpose.**

The purpose of this resolution is to enact reasonable rules and regulations to implement Section 901.35, Florida Statutes, which provides that if reimbursement for medical care is not available from an insurance company or from the person receiving the medical care, the cost of such care, treatment, hospitalization, and transportation shall be paid from the general fund of the county in which the person was arrested, if the arrest was for violation of a state law or county ordinance.

**23.14 General Requirements.**

Since Section 901.35, Florida Statutes, provides that the County must reimburse to the provider, the cost of such services, the County shall make reimbursements for the actual cost of care, treatment, hospitalization, or transportation. In addition, the County shall require the documentation set forth in Section 23.15 below, before any reimbursement is made. Such documentation shall verify and certify that the provider of such services has exhausted all attempts to collect from either the insurance company or the person for whom such services were provided.

**23.15 Required Documentation.**

- a. Prior to receiving any reimbursement, the provider of medical care, treatment, hospitalization, or transportation shall furnish to the Broward Human Services Department a notarized affidavit specifying what attempts were made to collect payment from:
  1. An insurance company, health care corporation or other source if the prisoner is covered by an insurance policy or subscribes to a health care corporation. The provider shall contact an employer if the prisoner was employed at the time of arrest, or a former employer if the prisoner was employed within thirty (30) days of arrest, to determine whether the prisoner has insurance coverage.
  2. The person receiving the medical care. The provider shall attempt to ascertain whether the prisoner:
    - (a) Has medical insurance.
    - (b) Has available assets.
    - (c) Is employed.
    - (d) Has a working spouse with insurance coverage.
    - (e) Owns a home.
- b. Once complete documentation is received, such documentation shall be reviewed by the County to determine whether the documentation is sufficient for reimbursement to be made to the provider of the services.
- c. The provider of medical care, treatment, hospitalization, or transportation shall also furnish to the Broward Human Services Department an arrest record for that Patient indicating that the arrest was for violation of a State of Florida law or a Broward County ordinance.