MEMORANDUM

Agenda Item No. 8(E)(4)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: July 20, 2021

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution retroactively authorizing the County Mayor to execute an Emergency Triage, Treat, and Transportation Partner Agreement ("ET3 Partner Agreement") between Miami-Dade County, by and through the Miami-Dade Fire Rescue Department, and Jackson Health System; and approving the terms of and authorizing the County Mayor to execute ET3 Partner Agreement with the Cleveland Clinic Foundation d/b/a Cleveland Clinic and other participating partners; and to exercise all provisions contained therein, provided that any amendments do not extend the term or alter the purpose of said agreements

Resolution No. R-709-21

The accompanying resolution was prepared by the Fire Rescue Department and placed on the agenda at the request of Prime Sponsor Joe A. Martinez.

Geri Bonzon-Keenan
County Attorney

GBK/jp

Memorandum

Date: July 20, 2021

To: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor

Subject: Resolution Retroactively authorizing the execution of an Emergency Triage, Treat, and Transportation Partner Agreement (ET3 Partner Agreement) between Miami-Dade County, through the Miami-Dade Fire Rescue Department, and Jackson Health System, pursuant to prior Board authorization, and approving the terms and conditions of and authorizing the execution of an ET3 Partner Agreement with The Cleveland Clinic Foundation d/b/a Cleveland Clinic

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Recommendation

It is recommended that the Miami-Dade Board of County Commissioners (Board) approve the attached resolution retroactively authorizing the County Mayor or County Mayor's designee to execute an Emergency Triage, Treat and Transportation Partner Agreement (ET3 Partner Agreement) between Miami-Dade County, by and through the Miami-Dade Fire Rescue Department (MDFR), and Jackson Health System, pursuant to Resolution No. R-1183-20. It is also recommended that the Board approve the terms and conditions of and authorize the County Mayor or County Mayor's designee to execute the ET3 Partner Agreement on behalf of Miami-Dade County, by and through the MDFR, with The Cleveland Clinic Foundation d/b/a Cleveland Clinic, as well as with other participating partners. It is further recommended that this Board authorize the County Mayor or County Mayor's designee to exercise the amendment and termination provisions contained in any executed ET3 Partner Agreement, provided that such amendments do not extend the term or alter the purpose of the ET3 Partner Agreement.

Scope

This item has countywide impact.

Delegation of Authority

The County Mayor or County Mayor's designee is authorized to execute the ET3 Partner Agreement, in substantially the form attached to the resolution, with The Cleveland Clinic Foundation d/b/a Cleveland Clinic and other participating partners that have agreed to participate in the Emergency Triage, Treat and Transportation program. The County Mayor or County Mayor's designee is also authorized to exercise the amendment and termination provisions contained therein.

Fiscal Impact

The fiscal impact of this item is unknown. In FY 2020 MDFR transported 16,635 Basic Life Support (BLS) patients and total BLS transport revenue was $2,588,819.00. Of those patients, 5251 were covered by Medicare and $1,411,718.00 was collected. This is a five-year pilot program that may impact Emergency Medical Services BLS transport revenue. MDFR will closely monitor the effect on EMS charges and revenues.

Track Record Monitor
This program will be monitored by Chief Willie Williams, EMS Division Director of MDFR.

Background
In 2020 MDFR was chosen to be a part of a new level of service for the residents of Miami-Dade County by the Federal Agency Centers for Medicare & Medicaid (CMS). This model, named ET3, is designed to test innovative payment options and service delivery models providing better quality of care for the community. ET3 is a voluntary, five-year payment model that will provide greater flexibility to frontline 911 units to address emergency health care needs of BLS, low-acuity level calls, and vulnerable super-users. The ET3 service will allow for patients to be transported to additional locations, reduce call times, in addition to getting the patient to the right level of care, at the right time and right place.

The ET3 Model will have a multifaceted benefit to CMS, Miami-Dade County, Miami-Dade Fire Rescue and all who reside in MDC, including:

- Optimal use of the MDFR 911 frontline units, providing more unit availability;
- The ET3 program will help to improve response time and effectiveness of the services to the community of Miami-Dade County;
- Increase the percentage of care rendered by frontline units and increased revenue sources;
- Decrease in transport times and distances. This will allow the units to stay within their district;
- Decrease burdens on the Emergency Rooms;
- Reduce the taxpayer subsidization; and
- Offer better patient centric care and improved outcomes.

On November 19, 2020, the Board approved Resolution No. R-1183-20, which authorized the County Mayor, through the Miami-Dade Fire Rescue Department, to: (1) participate in the Emergency Triage, Treat and Transport Pilot program; (2) execute the terms and conditions of a pilot participation agreement between Miami-Dade County and the United States Department of Health and Human Services, Centers for Medicare & Medicaid services; and (3) execute all other agreements or documents necessary to participate in the pilot program, including pilot program partner agreements, subject to retroactive approval.

Attached for retroactive approval is an ET3 Agreement with Jackson Health System. Additionally, an ET3 Partner Agreement is being submitted for approval. This agreement was mutually amended from the previously approved agreement that accompanied Resolution No. R-1183-20, to accommodate the partner's participation in the program. For instance, technical as well as substantive revisions were made to the agreement with The Cleveland Clinic Foundation d/b/a Cleveland Clinic.

The proposed ET3 Partner Agreement with The Cleveland Clinic Foundation d/b/a Cleveland Clinic include the following material changes to the template that accompanied Resolution No. R-1183-20:

1. Section 4 was revised to delete language requiring the provider to agree to do all things not expressly mentioned in the agreement but necessary to carry out the initiative.
2. Sections 15 and 17 were omitted because they included duplicative language contained in other paragraphs.

3. Section 16 was revised to modify the County's indemnification language to provide an exception to indemnification of the County to the extent any claim, demand, suit, cause of action, or proceeding is based upon or results from, in whole or in part, County's negligent, intentional, or willful acts or omissions and that the provider's indemnity obligations are contingent upon: (i) County providing Provider with prompt written notice of all claims and threats thereof; (ii) Provider having sole control of all defense and settlement obligations; and (iii) County providing all reasonable assistance, information, and materials with respect to the defense or settlement of any claim, demand, suit, cause of action, or proceeding.
4. Deletes language providing that the agreement will not be construed against the party preparing it but will be construed as if all parties jointly prepared the agreement.

The ET3 program will allow MDFR to charge for transporting patients with Medicare to alternative destinations such as Urgent Care Centers, free standing emergency rooms and provide telemedicine instead of transporting to hospital emergency rooms.

The model performance five-year period for the agreement began on January 1, 2021 and ends on December 31, 2025 unless any ET3 Partner Agreement is sooner terminated by either party. The performance period for this year began January 1, 2021 and ends December 31, 2021.

JD Patterson
Chief Public Safety Officer

MEMORANDUM
(Revised)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: July 20, 2021

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(E)(4)

Please note any items checked.

_____	**"3-Day Rule" for committees applicable if raised**
_____	**6 weeks required between first reading and public hearing**
_____	**4 weeks notification to municipal officials required prior to public hearing**
_____	**Decreases revenues or increases expenditures without balancing budget**
_____	**Budget required**
_____	**Statement of fiscal impact required**
_____	**Statement of social equity required**
_____	**Ordinance creating a new board requires detailed County Mayor's report for public hearing**
✓	**No committee review**
_____	**Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) to approve**
_____	**Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(E)(4)
7-20-21

RESOLUTION NO. R-709-21

RESOLUTION RETROACTIVELY AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE AN EMERGENCY TRIAGE, TREAT, AND TRANSPORTATION PARTNER AGREEMENT ("ET3 PARTNER AGREEMENT") BETWEEN MIAMI-DADE COUNTY, BY AND THROUGH THE MIAMI-DADE FIRE RESCUE DEPARTMENT, AND JACKSON HEALTH SYSTEM; AND APPROVING THE TERMS OF AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE ET3 PARTNER AGREEMENT WITH THE CLEVELAND CLINIC FOUNDATION D/B/A CLEVELAND CLINIC AND OTHER PARTICIPATING PARTNERS; AND TO EXERCISE ALL PROVISIONS CONTAINED THEREIN, PROVIDED THAT ANY AMENDMENTS DO NOT EXTEND THE TERM OR ALTER THE PURPOSE OF SAID AGREEMENTS

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board:

Section 1. Retroactively authorizes the County Mayor or County Mayor's designee to execute an Emergency Triage, Treat, and Transportation Partner Agreement ("ET3 Partner Agreement") between Miami-Dade County, by and through Miami-Dade Fire Rescue Department, and Jackson Health System, in substantially the form attached hereto as "Exhibit A" and made part hereof, and to exercise all provisions contained therein provided that any amendments do not extend the term or alter the purpose of said agreement.

Section 2. Authorizes the County Mayor or County Mayor's designee to execute ET3 Partner Agreements, in substantially the form attached hereto as Exhibit A, with other participating

partners and to exercise all provisions contained therein provided that any amendments do not extend the term or alter the purpose of said agreement.

Section 3. Approves the terms of and authorizes the County Mayor or County Mayor's designee to execute an ET3 Partner Agreement with The Cleveland Clinic Foundation d/b/a Cleveland Clinic, in substantially the form attached hereto as "Exhibit B" and made part hereof, and to exercise all provisions contained therein provided that any amendments do not extend the term or alter the purpose of said agreement.

The foregoing resolution was offered by Commissioner **Joe A. Martinez**, who moved its adoption. The motion was seconded by Commissioner **Oliver G. Gilbert, III** and upon being put to a vote, the vote was as follows:

Jose "Pepe" Diaz, Chairman **aye**
Oliver G. Gilbert, III, Vice-Chairman **aye**

Sen. René García	**aye**	Keon Hardemon	**aye**
Sally A. Heyman	**aye**	Danielle Cohen Higgins	**aye**
Eileen Higgins	**aye**	Joe A. Martinez	**aye**
Kionne L. McGhee	**aye**	Jean Monestime	**aye**
Raquel A. Regalado	**aye**	Rebeca Sosa	**aye**
Sen. Javier D. Souto	**absent**		

The Chairperson thereupon declared this resolution duly passed and adopted this 20th day of July, 2021. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: **Melissa Adames**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Christopher C. Kokoruda
Shanika A. Graves

QUALIFIED HEALTH CARE PARTNER AGREEMENT

This Qualified Health Care Partner Agreement ("QHCPA" or "Agreement") is made and entered into on the 18 day of March, 2021, by and between Jackson Health System ("Provider" or "Contractor"), whose address is 1611 N.W. 12th Avenue, Miami, Florida 33136, and Miami Dade County on behalf of its Miami-Dade County Fire Rescue Department ("MDFR"). Miami-Dade County and Provider may be collectively referred to as the "Parties."

WHEREAS, Miami-Dade County Fire Rescue Department as part of the Emergency Triage, Treat, and Transport, or "ET3," Initiative has been awarded a contract by the Centers for Medicare and Medicare ("CMS") FFS Services, which includes Miami-Dade County where Provider is located; and

WHEREAS, from time to time, Provider provides care to covered individuals via an ET3type model featuring alternate destination or treatment in place in Miami-Dade County on a patient by patient contract basis, when the care and treatment is appropriate; and

WHEREAS, the Centers for Medicare and Medicare FFS Services ("CMS") approved payments based on the Provider's Medicare Physician Fee Schedule (PFS) for the care and treatment provided at Jackson Health System Urgent Care Centers (collectively, the "Alternate Destination Site(s)") to eligible persons,

NOW THEREFORE, in consideration of the mutual covenants herein, the Parties hereby mutually agree as follows:

1. Provider agrees to make available medically necessary treatment, procedures and services to ET3 patients on a patient-by-patient basis as appropriate and reasonable.

2. The term of this QHCPA shall commence January 1, 2021, and shall terminate December 31, 2025, unless terminated sooner by the replacement of the QHCPA with a network agreement or the termination of payments.

3. The Provider shall comply with the obligations set forth in this QHCPA Agreement and all obligations determined in the sole discretion of MDFR to be applicable to or required of the Provider in the ET3 Participation Agreement between Miami-Dade County and CMS, incorporated herein by reference, and attached hereto as Attachment A, including any amendments

or modifications thereto. Provider acknowledges that prior to execution of this Agreement Provider has become educated about the ET3 Initiative and that it has received a copy of the ET3 Participation Agreement between Miami-Dade County and CMS, incorporated herein by reference, and attached hereto as Attachment A, including any amendments or modifications thereto, has carefully reviewed same and agrees to be bound by the terms and conditions thereof. Provider further agrees to provide such documents to each of its potential Downstream Practitioners and Billing Parties who may participate with Provider in the ET3 Initiative.

4. The Provider shall comply with and fulfil all obligations and requirements of the ET3 Initiative or those imposed by CMS or Miami-Dade County as part of the ET3 initiative, including but not limited to the obligations and requirements set forth in the ET3 Participation Agreement between Miami-Dade County and CMS, incorporated herein by reference, and attached hereto as Attachment A, including any amendments or modifications thereto. Provider shall fully and promptly cooperate with MDFR to accomplish all aspects of the ET3 Initiative and the requirements imposed by CMS or Miami-Dade County as part of the ET3 initiative. Provider agrees that all things not expressly mentioned in this QHCPA Agreement but necessary to carrying out the ET3 Initiative as set forth in the ET3 Participation Agreement between Miami-Dade County and CMS, incorporated herein by reference, and attached hereto as Attachment A, including any amendments or modifications thereto, are required by this QHCPA Agreement, and the Provider shall perform the same as though they were specifically mentioned, described and delineated.

5. Provider agrees to collect and report to the MDFR data on an Encounter as necessary and appropriate to ensure that the MDFR makes data submissions to CMS in accordance with Article 16 of the ET3 Participation Agreement between Miami-Dade County and CMS and incorporated herein by reference and attached hereto as Attachment A, including any amendments or modifications thereto. Provider shall further cause all of its Downstream Practitioners and Billing Parties to comply with these requirements.

6. Provider expressly acknowledges that all ET3 Partners, Alternative Destinations identified by an NPI that is not shared with its associated Alternative Destination Partner, and any Billing Parties, including Downstream Practitioners, that will bill Medicare for Covered Services furnished as part of a Treatment in Place intervention must be approved by CMS to be added to the ET3 List prior to furnishing ET3 Model Interventions to an ET3 Model Beneficiary. Provider acknowledges that such entities will only be added to the ET3 List or removed from the ET3 List

upon approval by CMS in CMS' sole discretion. Provider acknowledges and agrees that it shall not be authorized to participate in the ET3 Initiative unless and until CMS, in its sole discretion, includes Provider on the ET3 List. Provider further acknowledges that CMS may periodically conduct a Program Integrity Screening of each individual and entity listed on the ET3 List. The presence of an individual or entity on the ET3 List does not imply or constitute a determination that the individual or entity has no program integrity issues, nor does it preclude CMS or any other federal government agency from enforcing any and all applicable laws, rules and regulations, or from initiating or continuing any audit or investigation of an individual or entity listed on the ET3 List.

7. If the Provider is a Qualified Health Care Partner:

a) The Provider shall participate in the Model and furnish Covered Services to ET3 Model Beneficiaries as part of a Treatment in Place intervention, or to arrange for Covered Services to be furnished by a Downstream Practitioner to ET3 Model Beneficiaries as part of a Treatment in Place intervention.

b) The Provider shall ensure it has the capacity to meet the needs of ET3 Model Beneficiaries who receive Covered Services during a Treatment in Place intervention, as well as the ability to bill Medicare for Covered Services furnished to ET3 Model Beneficiaries during a Treatment in Place intervention or, if the Qualified Health Care Partner cannot or does not intend to bill Medicare for such Covered Services, has arranged for such Covered Services to be billed by a Billing Party that has the ability to bill Medicare for such Covered Services.

c) If the Provider is not Medicare-Enrolled, the Provider shall contract or employ at least one Downstream Practitioner who is Medicare-Enrolled and has the capacity to furnish Covered Services and if the Downstream Practitioner cannot or does not plan to bill Medicare for such Covered Service, has arranged for such Covered Services to be billed by a Billing Party that has the ability to bill

Medicare for such Covered Services furnished by the Downstream Practitioner.

d) The Provider shall collect and report to MDFR data on an Encounter, as necessary and appropriate, to ensure that MDFR is able to make data submissions to CMS in accordance as required by CMS and Provider shall impose this requirement on its Downstream Practitioners and Billing Parties.

e) The Provider agrees to provide its written consent to bill and receive payment for Covered Services furnished as part of a Treatment in Place intervention and, if applicable, also requires the Qualified Health Care Partner to ensure that its Billing Parties provide written confirmation of the Billing Parties' consent to bill and receive payment for such Covered Services.

8. If Provider is an Alternative Destination Partner:

a) The Provider shall participate in the Model and furnish Covered Services, or arrange for Covered Services to be furnished by a Downstream Practitioner, to ET3 Model Beneficiaries following Transport to an Alternative Destination.

b) The Provider shall have the ability to: (1) assess the real-time capacity of an Alternative Destination of the Alternative Destination Partner to furnish the required level and type of care for the illness or injury of any ET3 Model Beneficiary prior to accepting transport of the ET3 Model Beneficiary to the Alternative Destination; (2) meet the needs of any ET3 Model Beneficiary accepted for transport to an Alternative Destination of the Alternative Destination Partner; and (3) bill Medicare for Covered Services furnished to ET3 Model Beneficiaries at an Alternative Destination of the Alternative Destination Partner or, if the Alternative Destination Partner cannot or does not intend to bill Medicare for such Covered Services, has arranged for such Covered Services to be billed by a Billing Party that has the ability to bill Medicare for such Covered Services.

c) If the Provider is not Medicare-Enrolled, the Provider is required to contract or employ at least one Downstream Practitioner who is Medicare-Enrolled and has the ability to furnish Covered Services that are furnished at an Alternative Destination of the Alternative Destination Partner, and if the Downstream Practitioner cannot or does not intend to bill Medicare for such Covered Services, has arranged for such Covered Services to be billed by a Billing Party that has the ability to bill Medicare for such Covered Services furnished by the Downstream Practitioner.

9. If Provider is Medicare-Enrolled, Provider shall notify MDFR of any changes to its Medicare enrollment information, legal name, NPI or other identifier specified by CMS with

respect to the individual or entity, and a Change of Control within 30 Days after becoming aware of such change, and Provider shall also ensure that its Alternative Destinations, Downstream Practitioners and other Billing Parties are obligated to do the same if they are on the ET3 List, or if the change meaningfully affects the Downstream Practitioner's capacity to furnish Covered Services to ET3 Model Beneficiaries as part of an ET3 Model Intervention.

10. Provider shall have comply with the applicable terms and conditions of the Model as set forth in the ET3 Participation Agreement between Miami-Dade County and CMS, incorporated herein by reference, and attached hereto as Attachment A, including any amendments or modifications thereto, including, but not limited to, compliance with ET3 Model evaluation, monitoring, and oversight activities and Provider shall also ensure and cause its that its Downstream Practitioners and Billing Parties to comply with the applicable terms and conditions of the Model as set forth in the ET3 Participation Agreement between Miami-Dade County and CMS.

11. Provider shall comply with all applicable laws and regulations including, but not limited to, those specified in Article 14.2(b) of the ET3 Participation Agreement between MiamiDade County and CMS, incorporated herein by reference, and attached hereto as Attachment A, including any amendments or modifications thereto, and Provider shall further ensure and cause its Downstream Practitioners and Billing Parties to comply with all such laws and regulations.

12. Provider shall promptly submit to MDFR a true, accurate, and complete list of all Provider's Alternative Destinations, Downstream Practitioners, and Billing Parties upon request by MDFR. Such list must include the legal name and NPI of each Billing Party and Downstream Practitioner. Billing Parties that are Downstream Practitioners need not be listed twice.

13. If Covered Services will be furnished to an ET3 Model Beneficiary during a Treatment in Place intervention or following Transport to an Alternative Destination by a Downstream Practitioner and the Billing Party is not the Downstream Practitioner who furnished the Covered Services, Provider shall ensure that the Downstream Practitioner who furnished the Covered Services has reassigned his or her right to bill the Medicare program and receive Medicare payments for the Covered Services to the Billing Party.

14. Provider shall require its Downstream Practitioners and Billing Parties to update their Medicare enrollment information on a timely basis in accordance with Medicare program requirements and, if Provider is Medicare-enrolled, Provider shall do the same.

15. If Provider is Medicare-Enrolled, Provider shall notify MDFR of any changes to its Medicare enrollment information, legal name, NPI or other identifier specified by CMS with respect to the individual or entity, and a Change of Control within 30 Days after becoming aware of the change, and Provider shall also ensure that its Alternative Destinations, Downstream Practitioners and other Billing Parties are obligated to do the same if they are on the ET3 List, or if the change meaningfully affects the Downstream Practitioner's capacity to furnish Covered Services to ET3 Model Beneficiaries as part of an ET3 Model Intervention.

16. Provide shall notify the Participant within 7 Days of becoming aware that it or any of its Downstream Practitioners or Billing Parties is under investigation or has been sanctioned (including, without limitation, the imposition of program exclusion, debarment, civil monetary penalties, loss of medical license or equivalent, corrective action plans, and revocation of Medicare billing privileges) by the federal, state, or local government, or any licensing authority, and Provider shall ensure that its Downstream Practitioners and Billing Parties provide such notice to Provider if the Downstream Practitioner or Billing Party is the subject of such investigations or sanctions.

17. Provider shall notify MDFR within 7 Days of becoming aware that it or any of its Downstream Practitioners or Billing Parties is under investigation or has been sanctioned (including, without limitation, the imposition of program exclusion, debarment, civil monetary penalties, loss of medical license or equivalent, corrective action plans, and revocation of Medicare billing privileges) by the federal, state, or local government, or any licensing authority, and Provider shall ensure that its Downstream Practitioners and Billing Parties provide such notice to the ET3 Partner if the Downstream Practitioner or Billing Party is the subject of such investigations or sanctions.

18. The Provider shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature

arising out of, relating to or resulting from the performance of this Agreement by the Provider or its employees, agents, servants, partners principals or subcontractors. The Provider shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Provider expressly understands and agrees that any insurance protection required by this QHCPA Agreement or otherwise provided by the Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

19. The Parties agree that Provider maintains the sole and exclusive responsibility for the submission of any claims to third party payers. The Parties agree that the Provider has an independent duty to follow all Medicare, Medicaid or other billing rules and regulations provided for under applicable law, and that any billing that Provider submits for reimbursement it receives is a separate activity of Provider not done on behalf of or at the direction of the County. The Provider is solely and exclusively responsible for any refunds, overpayments, charges, fines or penalties related to any billing that Provider submits on behalf of itself, its employees, agents or others who deliver services to patients or clients. The Provider shall defend, indemnify and hold harmless Miami-Dade County from and against any and all claims, suits, damages, losses, liabilities, obligations, fines, penalties, costs and expenses, including without limitation, reasonable fees and expenses of attorneys and other professionals of whatever nature, arising out of or relating to Provider's breach of, or any inaccuracy in, any of its billing or regulatory compliance obligations under applicable law. This obligation is in addition to and cumulative of Provider's obligations set forth in paragraph 18 hereof.

20. This QHCPA may be terminated without cause by Provider or Miami-Dade County with thirty (30) days prior written notification to the other party via certified mail.

21. The QHCPA Agreement may be terminated immediately by Miami-Dade County if CMS removes Provider from the ET3 List. If provider is a Qualified Health Care Partner, Provider shall ensure it has the ability to promptly terminate its arrangement with any of its Billing Parties who are removed from the ET3 List by CMS.

22. If an event of default or a breach of this QHCPA Agreement by Provider occurs in the determination of the MDFR, the MDFR may so notify the Provider, specifying the basis for such

default, and advising the Provider that such default must be cured immediately or this Agreement with the MDFR may be terminated. MDFR shall be permitted to immediately terminate this QHCPA Agreement in the event of a breach by provider of this QHCPA, including without limitation noncompliance by the Provider with the terms of the ET3 Program as set forth in the ET3 Participation Agreement between Miami-Dade County and CMS, incorporated herein by reference, and attached hereto as Attachment A, including any amendments or modifications thereto. Notwithstanding, the MDFR may, in its sole discretion, allow the Provider to rectify the default to the MDFR's satisfaction within a thirty (30) day period. The MDFR may grant an additional period of such duration as the MDFR shall deem appropriate without waiver of any of the MDFR's rights hereunder, so long as the Provider has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the MDFR prescribes. Provider's arrangements with its Downstream Practitioners and Billing Parties shall provide Provider the right to take remedial action, up to and including termination, to address noncompliance with the terms of the ET3 Program as set forth in the ET3 Participation Agreement between Miami-Dade County and CMS, incorporated herein by reference, and attached hereto as Attachment A, including any amendments or modifications thereto. Any notices required or permitted under this QHCPA shall be served by certified mail return receipt requested at the address set forth below:

To Miami-Dade County or MDFR:
Willie Williams, EMS Division Chief
Miami-Dade Fire Rescue Department
9300 N.W. 41 Street
Doral, Florida 33178

To Provider:
Name: Jackson Memorial Hospital
Address: Urgent Care Centers
Address: 1611 N.W. 12th Avenue, PPW Suite
Miami, Florida 33136

Provider's Medicare Provider Identification Number(s) is/are: 10-0022 and Provider's National Provider Identifier (NPI) Number is/are: 1134384423.

23. Provide a description of the proposed alternative destination site's capacity to treat Medicare FFS beneficiaries who are transported to the alternative destination site through the ET3 model.

24. The Parties understand that this QHCPA is subject at all times to state, local and federal laws, and the rules, regulations and policies of all state, local and federal public health and safety agencies. The Parties intend to comply with all applicable federal, State of Florida and local laws, rules and regulations, including, without limitation, the federal Physician Self-Referral Law (Social Security Act 1877; 42 U.S.C. 1395nn) and the regulations promulgated thereunder (collectively, the "Stark Law"), as well as any similar State and/or local statutes or regulations prohibiting certain financial relationships among health care providers; the federal Anti-Kickback Statute (42 U.S.C. 1320a-7, 1320a-7a, 1320a-7b) and the regulations promulgated thereunder (collectively, the "Anti-Kickback Statute"); the Health Insurance Portability and Accountability Act (HIPAA); the Health Information Technology for Economic and Clinical Health (HITECH) Act; as well as similar State or local statutes and regulations. The Parties further agree to restructure or amend this QHCPA, if necessary, to facilitate such compliance.

25. Unless expressly defined in this QHCPA, all terms used in this QHCPA shall have the same meaning as those set forth in the ET3 Participation Agreement between Miami-Dade County and CMS, incorporated herein by reference, and attached hereto as Attachment A, including any amendments or modifications thereto.

26. The Parties agree that this QHCPA Agreement together with its Attachment A, the ET3 Participation Agreement between Miami-Dade County and CMS, incorporated herein by reference, including any amendments or modifications thereto, sets forth the entire agreement and understanding of the Parties and supersedes all prior and contemporaneous agreements, arrangements, or understandings relating to the subject matter hereof. There are no conditions or limitations to this undertaking except those stated herein. No modification of this QHCPA shall be binding upon the Parties unless in writing and duly executed by Provider and Miami-Dade County.

27. This QHCPA shall be construed according to the law of the State of Florida applicable to contracts made and fully performed therein, without giving effect to its laws or rules relating to conflict of laws. Venue for any litigation between the Parties regarding this QHCPA shall lie exclusively in state or federal court located in Miami-Dade County, Florida.

28. This QHCPA may be executed in several counterparts, each of which shall be deemed an original and all such counterparts together shall constitute but one and the same instrument.

29. This QHCPA shall not be construed against the party preparing it but shall be construed as if all parties hereto jointly prepared this QHCPA.

30. The Provider is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Provider shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Provider's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County. The Provider does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

31. All employees of the Provider shall be considered to be, at all times, employees of the Provider under its sole direction and not employees or agents of the County. The Provider shall supply competent employees. Miami-Dade County may require the Provider to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County.

32. If this QHCPA Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this QHCPA Agreement without affecting the binding force of this QHCPA Agreement as it shall remain after omitting such provision.

33. The County, or its duly authorized representatives or governmental agencies, shall until the expiration of three (3) years after the expiration of this QHCPA Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its subcontractors and suppliers which apply to all matters

of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

34. Provider agrees to cooperate in good faith with Miami-Dade County to amend this Agreement if necessary to comply with the requirements of the ET3 Initiative, the requirements of CMS, the ET3 Participation Agreement between Miami-Dade County and CMS, or the requirements of applicable law.

35. **INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION and/or PROTECTED HEALTH INFORMATION.** Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "Individually Identifiable Health Information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the MiamiDade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards, include but are not limited to: 1. Use of information only for performing services required by the contract or as required by law; 2. Use of appropriate safeguards to prevent non-permitted disclosures; 3. Reporting to Miami-Dade County of any non-permitted use or disclosure; 4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Contractor and reasonable assurances that IIHI/PHI will be held confidential; 5. Making Protected Health Information (PHI) available to the customer; 6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer; 7. Making PHI available to Miami-Dade County for an accounting of disclosures; and 8. Making internal practices, books and records related to PHI available to MiamiDade County for compliance audits. PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data).

36. **CONFLICT OF INTEREST.** The Provider represents that: a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the award of this Agreement. b) There are no undisclosed persons or entities interested with the Provider in this

Agreement. This Agreement is entered into by the Provider without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid: i) is interested on behalf of or through the Provider directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; ii) is an employee, agent, advisor, or consultant to the Provider or to the best of the Provider's knowledge any sub-provider or supplier to the Provider. c) Neither the Provider nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Provider shall have an interest which is in conflict with the Provider's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Provider provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship. d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply. e) In the event Provider has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the County's Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

37. **NON-DISCRIMINATION** During the performance of this QHCPA Agreement, Provider agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training. By entering into this Contract, the Provider attests that it is

not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Provider or any owner, subsidiary or other firm affiliated with or related to the Provider is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Provider submits a false affidavit pursuant to this Resolution or the Provider violates the Act or the Resolution during the term of this Contract, even if the Provider was not in violation at the time it submitted its affidavit.

38. **INDEPENDENT PRIVATE INSPECTOR GENERAL REVIEW.** Pursuant to the Code of Miami-Dade County, Section 2-1076, and Miami-Dade County Administrative Order 3-20, and in connection with this QHCPA, Miami-Dade County has the right to retain the services of an Independent Private Sector Inspector General ("IPSIG") whenever Miami-Dade County deems it appropriate to do so. Upon written notice from Miami-Dade County, the Provider shall make available, to the IPSIG retained by Miami-Dade County, all requested records and documentation pertaining to this QHCPA, for inspection and copying. Miami-Dade County will be responsible for the payment of these IPSIG services, and under no circumstance shall the Provider's fees for its performance under this QHCPA be inclusive of any charges relating to these IPSIG services. The terms of this provision herein shall, apply to the Provider, and its officers, agents, employees and assignees. Nothing contained in this provision shall impair any independent right of Miami-Dade County to conduct, audit, or investigate the operations, activities and performance of the Provider in connection with this QHCPA.

39. **MIAMI-DADE COUNTY INSPECTOR GENERAL REVIEW.** According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General (IG) that may, on a random basis, perform audits, inspections, and reviews of all County contracts. This random audit is separate and distinct from any other audit by the County. To pay for the functions of the Office of the Inspector General, any and all payments to be made to the Provider under this QHCPA will be assessed one quarter (1/4) of one (1) percent of the total amount of the payment, to be deducted from each progress payment as the same becomes due unless, as stated in the Special Conditions, this QHCPA is federally or state funded where federal or state law or regulations preclude such a charge.

1. The Miami-Dade Office of Inspector General is authorized to investigate Miami-Dade County affairs and empowered to review past, present and proposed MiamiDade County programs, accounts, records, contracts and transactions. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of witnesses and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, proposal specifications, proposal submittals, activities of the Provider, its officers, agents and employees, lobbyists, Miami-Dade County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

2. Upon ten (10) days written notice to the Provider, the Provider shall make all requested records and documents available to the Inspector General for inspection and copying. The Inspector General shall have the right to inspect and copy all documents and records in the Provider's possession, custody or control, which in the Inspector General's sole judgment, pertain to performance of the QHCPA, including, but not limited to original estimate files, proposals and agreements from and with successful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, proposal and contract documents, all documents and records that involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records and supporting documentation for the aforementioned documents and records. The Provider shall make available at its office at all reasonable times the records, materials, and other evidence regarding the acquisition (proposal preparation) and performance of this QHCPA, for examination, audit, or reproduction, until three (3) years after final payment under this QHCPA or for any longer period required by statute or by other clauses of this QHCPA.

3. In addition:

a. If this QHCPA is completely or partially terminated, the Provider shall make available records relating to the work terminated until three (3) years after any resulting final termination settlement; and

b. The Provider and Miami-Dade County shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this QHCPA until such appeals, litigation, or claims are finally resolved.

c. The provisions in this section shall apply to the Provider, its officers, agents, employees, subcontractors and suppliers. The Provider shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the Provider in connection with the performance of this QHCPA.

d. Nothing in this section shall impair any independent right of MiamiDade County to conduct audits or investigative activities nor shall any audit rights provided elsewhere in this QHCPA limit the audit rights set forth in this section. The provisions of this section are neither intended nor shall they be construed to impose any liability on Miami-Dade County by the Provider or third parties.

e. To the extent required by law but no less than four (4) years after expiration of this QHCPA, the Provider shall make available for inspection this QHCPA and all other books, documents and records that support the nature and extent of costs incurred by Miami-Dade County to the following: United States Department of Health and Human Services, the United States Comptroller General and their representatives; any other federal, state or local agency with regulatory authority over Miami-Dade County.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties have duly executed this QHCPA Agreement on the day and year above first written.

MIAMI-DADE COUNTY, FLORIDA

By: _____

Print name: ID Patterson

Print title: Chief Public Safety Officer

[insert Provider name] Jackson Health System

By: DocuSigned by: Carlos Migoya A0F3AC0ED71E426...

Print name: Carlos Migoya

Print title: CEO

Jackson HEALTH SYSTEM
Miracles made daily.

Executive Office
1611 NW 12th Ave.
Miami, FL 33136

www.JacksonHealth.org
305-585-6754

February 22, 2021

Eric Hernandez, EMT-P, RN-BSN
Captain
Miami Dade Fire Rescue
Emergency Triage, Treatment and Transport (ET-3), Coordinator
COVID-19 In home & Mobile Site Testing Supervisor
9300 NW 41st Street
Doral, FL 33178

Dear Captain Hernandez,

As discussed, Jackson Health System (JHS), NPI #1134384423, through its five Urgent Care Centers will participate in the Miami Dade County Fire Rescue Emergency Triage, Treatment and Transport initiative. JHS is accredited by CMS and will submit any information required for CMS to approve our Urgent Care Centers to participate in this important imitative.

The JHS Urgent Care Centers are as follows:

Country Walk Urgent Care Center
13707 SW 152 Street, Miami, FL 33177

Cutler Bay Urgent Care Center
18910 S. Dixie Highway, Cutler Bay, FL 33157

Doral Urgent Care Center
7400 NW 104 Avenue, Doral, FL 33178

KeyStone Point Urgent Care Center
13120 Biscayne Boulevard, North Miami, FL

North Dade Urgent Care Center
16555 NW 25 Ave., Miami 33054

If need additional information, please feel free to contact alejandro.contreras@jhsmiami.org.

Sincerely,

Carlos Migoya
President and CEO JHS

QUALIFIED HEALTH CARE PARTNER AGREEMENT

This Qualified Health Care Partner Agreement ("QHCPA" or "Agreement") is made and entered into on the _____ day of _____ , 2021, by and between The Cleveland Clinic Foundation d/b/a Cleveland Clinic ("Provider" or "Contractor"), whose address is 9500 Euclid Avenue Cleveland, OH 44195, and Miami- Dade County on behalf of its Miami-Dade County Fire Rescue Department ("MDFR"). Miami- Dade County and Provider may be collectively referred to as the "Parties."

WHEREAS, Miami-Dade County Fire Rescue Department as part of the Emergency Triage, Treat, and Transport, or "ET3," Initiative has been awarded a contract by the Centers for Medicare and Medicare ("CMS") FFS Services, which includes Miami-Dade County; and

WHEREAS, from time to time, Provider provides care to covered individuals via an ET3- type model featuring alternate destination or treatment in place in Miami-Dade County on a patient by patient contract basis, when the care and treatment is appropriate; and

WHEREAS, Provider intends to partner with Miami-Dade County as a Qualified Health Care Partner performing virtual treatment in place services for the Miami-Dade County community residents; and

WHEREAS, the Centers for Medicare and Medicare FFS Services ("CMS") approved payments based on the Provider's Medicare Physician Fee Schedule (PFS) for the care and treatment provided virtually at various Provider locations (collectively, the "Alternate Destination Site(s)") to eligible persons.

NOW THEREFORE, in consideration of the mutual covenants herein, the Parties hereby mutually agree as follows:

1. Provider agrees to make available medically necessary treatment, procedures and services to ET3 patients on a patient-by-patient basis as appropriate and reasonable.

2. The term of this QHCPA shall commence _____, 2021, and shall terminate December 31, 2025, unless terminated sooner by either of the Parties in accordance with this QHCPA, the replacement of the QHCPA with a network agreement or the termination of payments.

3. The Provider shall comply with the obligations set forth in this QHCPA and all obligations determined in the reasonable discretion of MDFR to be applicable to or required of the Provider in the ET3 Participation Agreement between Miami-Dade County and CMS, incorporated herein by reference, and attached hereto as Attachment A, including any amendments or modifications thereto. Provider

acknowledges that prior to execution of this Agreement Provider has become educated about the ET3 Initiative and that it has received a copy of the ET3 Participation Agreement between Miami-Dade County and CMS, incorporated herein by reference, and attached hereto as Attachment A, including any amendments or modifications thereto, has carefully reviewed same and agrees to be bound by the terms and conditions thereof. Provider further agrees to provide such documents to each of its potential Downstream Practitioners and Billing Parties who may participate with Provider in the ET3 Initiative.

4. The Provider shall comply with and fulfill all obligations and requirements of the ET3 Initiative or those imposed by CMS or Miami-Dade County as part of the ET3 initiative, including but not limited to the obligations and requirements set forth in the ET3 Participation Agreement between Miami-Dade County and CMS, incorporated herein by reference, and attached hereto as Attachment A, including any amendments or modifications thereto. Provider shall fully and promptly cooperate with MDFR to accomplish all aspects of the ET3 Initiative and the requirements imposed by CMS or Miami-Dade County as part of the ET3 initiative.

5. Provider agrees to collect and report to the MDFR data on an Encounter as necessary and appropriate to ensure that the MDFR makes data submissions to CMS in accordance with Article 16 of the ET3 Participation Agreement between Miami-Dade County and CMS and incorporated herein by reference and attached hereto as Attachment A, including any amendments or modifications thereto. Provider shall further cause all of its Downstream Practitioners and Billing Parties to comply with these requirements.

6. Provider expressly acknowledges that all ET3 Partners, Alternative Destinations identified by an NPI that is not shared with its associated Alternative Destination Partner, and any Billing Parties, including Downstream Practitioners, that will bill Medicare for Covered Services furnished as part of a Treatment in Place intervention must be approved by CMS to be added to the ET3 List prior to furnishing ET3 Model Interventions to an ET3 Model Beneficiary. Provider acknowledges that such entities will only be added to the ET3 List or removed from the ET3 List upon approval by CMS in CMS' sole discretion. Provider acknowledges and agrees that it shall not be authorized to participate in the ET3 Initiative unless and until CMS, in its sole discretion, includes Provider on the ET3 List. Provider further acknowledges that CMS may periodically conduct a Program Integrity Screening of each individual and entity listed on the ET3 List. The presence of an individual or entity on the ET3 List does not imply or constitute a determination that the individual or entity has no program integrity issues, nor does it preclude CMS or any other federal government agency from enforcing any and all applicable laws, rules and regulations, or from initiating or continuing any audit or investigation of an individual or entity listed on the ET3 List.

7. If the Provider is a Qualified Health Care Partner:

a) The Provider shall participate in the Model and furnish Covered Services to ET3 Model Beneficiaries as part of a Treatment in Place intervention, or to arrange for Covered Services to be furnished by a Downstream Practitioner to ET3 Model Beneficiaries as part of a Treatment in Place intervention.

b) The Provider shall ensure it has the capacity to meet the needs of ET3 Model Beneficiaries who receive Covered Services during a Treatment in Place intervention, as well as the ability to bill Medicare for Covered Services furnished to ET3 Model Beneficiaries during a Treatment in Place intervention or, if the Qualified Health Care Partner cannot or does not intend to bill Medicare for such Covered Services, has arranged for such Covered Services to be billed by a Billing Party that has the ability to bill Medicare for such Covered Services.

c) If the Provider is not Medicare-Enrolled, the Provider shall contract or employ at least one Downstream Practitioner who is Medicare-Enrolled and has the capacity to furnish Covered Services and if the Downstream Practitioner cannot or does not plan to bill Medicare for such Covered Service, has arranged for such Covered Services to be billed by a Billing Party that has the ability to bill Medicare for such Covered Services furnished by the Downstream Practitioner.

d) The Provider shall collect and report to MDFR data on an Encounter, as necessary and appropriate, to ensure that MDFR is able to make data submissions to CMS in accordance as required by CMS and Provider shall impose this requirement on its Downstream Practitioners and Billing Parties.

e) The Provider agrees to provide its written consent to bill and receive payment for Covered Services furnished as part of a Treatment in Place intervention and, if applicable, also requires the Qualified Health Care Partner to ensure that its Billing Parties provide written confirmation of the Billing Parties' consent to bill and receive payment for such Covered Services.

8. If Provider is an Alternative Destination Partner:

a) The Provider shall participate in the Model and furnish Covered Services, or arrange for Covered Services to be furnished by a Downstream Practitioner, to ET3 Model Beneficiaries following Transport to an Alternative Destination.

b) The Provider shall have the ability to: (1) assess the real-time capacity of an Alternative Destination of the Alternative Destination Partner to furnish the required level and type of care for the illness or injury of any ET3 Model Beneficiary prior to accepting transport of the ET3 Model Beneficiary to the Alternative Destination; (2) meet

the needs of any ET3 Model Beneficiary accepted for transport to an Alternative Destination of the Alternative Destination Partner; and (3) bill Medicare for Covered Services furnished to ET3 Model Beneficiaries at an Alternative Destination of the Alternative Destination Partner or, if the Alternative Destination Partner cannot or does not intend to bill Medicare for such Covered Services, has arranged for such Covered Services to be billed by a Billing Party that has the ability to bill Medicare for such Covered Services.

c) If the Provider is not Medicare-Enrolled, the Provider is required to contract or employ at least one Downstream Practitioner who is Medicare-Enrolled and has the ability to furnish Covered Services that are furnished at an Alternative Destination of the Alternative Destination Partner, and if the Downstream Practitioner cannot or does not intend to bill Medicare for such Covered Services, has arranged for such Covered Services to be billed by a Billing Party that has the ability to bill Medicare for such Covered Services furnished by the Downstream Practitioner.

9. If Provider is Medicare-Enrolled, Provider shall notify MDFR of any changes to its Medicare enrollment information, legal name, NPI or other identifier specified by CMS with respect to the individual or entity, and a Change of Control within 30 Days after becoming aware of such change, and Provider shall also ensure that its Alternative Destinations, Downstream Practitioners and other Billing Parties are obligated to do the same if they are on the ET3 List, or if the change meaningfully affects the Downstream Practitioner's capacity to furnish Covered Services to ET3 Model Beneficiaries as part of an ET3 Model Intervention.

10. Provider shall have comply with the applicable terms and conditions of the Model as set forth in the ET3 Participation Agreement between Miami-Dade County and CMS, incorporated herein by reference, and attached hereto as Attachment A, including any amendments or modifications thereto, including, but not limited to, compliance with ET3 Model evaluation, monitoring, and oversight activities as set forth in such ET3 Participation Agreement, and Provider shall also ensure and cause its that its Downstream Practitioners and Billing Parties to comply with the applicable terms and conditions of the Model as set forth in the ET3 Participation Agreement between Miami-Dade County and CMS.

11. Provider shall comply with all applicable laws and regulations including, but not limited to, those specified in Article 14.2(b) of the ET3 Participation Agreement between Miami- Dade County and CMS, incorporated herein by reference, and attached hereto as Attachment A, including any amendments or modifications thereto, and Provider shall further ensure and cause its Downstream Practitioners and Billing Parties to comply with all such laws and regulations.

12. Provider shall promptly submit to MDFR a true, accurate, and complete list of all Provider's Alternative Destinations, Downstream Practitioners, and Billing Parties upon request by MDFR. Such list must include the legal name and NPI of each Billing Party and Downstream Practitioner. Billing Parties that are Downstream Practitioners need not be listed twice.

13. If Covered Services will be furnished to an ET3 Model Beneficiary during a Treatment in Place intervention or following Transport to an Alternative Destination by a Downstream Practitioner and the Billing Party is not the Downstream Practitioner who furnished the Covered Services, Provider shall ensure that the Downstream Practitioner who furnished the Covered Services has reassigned his or her right to bill the Medicare program and receive Medicare payments for the Covered Services to the Billing Party.

14. Provider shall require its Downstream Practitioners and Billing Parties to update their Medicare enrollment information on a timely basis in accordance with Medicare program requirements and, if Provider is Medicare-enrolled, Provider shall do the same.

15. Provide shall notify the Participant within 7 Days of becoming aware that it or any of its Downstream Practitioners or Billing Parties is under investigation or has been sanctioned (including, without limitation, the imposition of program exclusion, debarment, civil monetary penalties, loss of medical license or equivalent, corrective action plans, and revocation of Medicare billing privileges) by the federal, state, or local government, or any licensing authority, and Provider shall ensure that its Downstream Practitioners and Billing Parties provide such notice to Provider if the Downstream Practitioner or Billing Party is the subject of such investigations or sanctions.

16. The Provider shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including reasonable attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities incurs as a result of third party claims, demands, suits, causes of actions or proceedings of any kind or nature to the extent arising out of, relating to or resulting from: (a) the performance of this Agreement by the Provider or its employees, agents, servants, partners principals or subcontractors that results in a material breach of the terms herein; and (b) breach of, or any inaccuracy in, any of Provider's billing or regulatory compliance obligations under applicable law. The Provider expressly understands and agrees that any insurance protection required by this QHCPA Agreement or otherwise provided by the Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided. This Section shall not apply to the extent any claim, demand, suit, cause of action, or proceeding is based upon or results from, in whole or in part, County's negligent, intentional, or willful acts or omissions. Provider's indemnity obligations are contingent upon:

(i) County providing Provider with prompt written notice of all claims and threats thereof; (ii) Provider having sole control of all defense and settlement obligations; and (iii) County providing all reasonable assistance, information, and materials with respect to the defense or settlement of any claim, demand, suit, cause of action, or proceeding.

17. The Parties agree that Provider maintains the sole and exclusive responsibility for the submission of any claims to third party payers. The Parties agree that the Provider has an independent duty to follow all Medicare, Medicaid or other billing rules and regulations provided for under applicable law, and that any billing that Provider submits for reimbursement it receives is a separate activity of Provider not done on behalf of or at the direction of the County. The Provider is solely and exclusively responsible for any refunds, overpayments, charges, fines or penalties related to any billing that Provider submits on behalf of itself, its employees, agents or others who deliver services to patients or clients.

18. This QHCPA may be terminated without cause by Provider or Miami-Dade County with thirty (30) days prior written notification to the other party via certified mail.

19. The QHCPA Agreement may be terminated immediately by Miami-Dade County if CMS removes all Provider's NPIs from the ET3 List. If provider is a Qualified Health Care Partner, Provider shall ensure it has the ability to promptly terminate its arrangement with any of its Billing Parties who are removed from the ET3 List by CMS.

20. If an event of default or a breach of this QHCPA Agreement by Provider occurs in the reasonable determination of the MDFR, the MDFR may so notify the Provider, specifying the basis for such default, and advising the Provider that such default must be cured immediately or this Agreement with the MDFR may be terminated. MDFR shall be permitted to immediately terminate this QHCPA Agreement in the event of a material breach by provider of this QHCPA, including without limitation noncompliance by the Provider with the terms of the ET3 Program as set forth in the ET3 Participation Agreement between Miami-Dade County and CMS, incorporated herein by reference, and attached hereto as Attachment A, including any amendments or modifications thereto. Notwithstanding, the MDFR may, in its sole discretion, allow the Provider to rectify the default to the MDFR's satisfaction within a thirty (30) day period. The MDFR may grant an additional period of such duration as the MDFR shall deem appropriate without waiver of any of the MDFR's rights hereunder, so long as the Provider has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the MDFR prescribes. Provider's arrangements with its Downstream Practitioners and Billing Parties shall provide Provider the right to take remedial action, up to and including termination, to address noncompliance with the terms of the ET3 Program as set forth in the ET3 Participation Agreement between

Miami-Dade County and CMS, incorporated herein by reference, and attached hereto as Attachment A, including any amendments or modifications thereto. Any notices required or permitted under this QHCPA shall be served by certified mail return receipt requested at the address set forth below:

To:	Miami-Dade County or MDFR Willie Williams, EMS Division Chief Miami-Dade Fire Rescue Department 9300 N.W. 41 Street Doral, Florida 33178
To Provider:	The Cleveland Clinic Foundation Attn: Bradford L. Borden, MD, FACEP, Chair, Emergency Services Institute 9500 Euclid Avenue, E19 Cleveland, OH 44195
With a copy to:	The Cleveland Clinic Foundation Law Department 3050 Science Park Drive Mail Code AC 321 Beachwood, Ohio 44122 ATTN: Chief Legal Officer

Provider's Medicare Provider Identification Number(s) is/are: _____

and

Provider's National Provider Identifier (NPI) Number is/are: 1679525919

21. If applicable, provide a description of the proposed alternative destination site's capacity to treat Medicare FFS beneficiaries who are transported to the alternative destination site through the ET3 model.

22. The Parties understand that this QHCPA is subject at all times to applicable state, local and federal laws, and the rules, regulations and policies of all state, local and federal public health and safety agencies. The Parties intend to comply with all applicable federal, State of Florida and local laws, rules and regulations, including, without limitation, the federal Physician Self-Referral Law (Social Security Act 1877; 42 U.S.C. 1395nn) and the regulations promulgated thereunder (collectively, the "Stark Law"), as well as any similar State and/or local statutes or regulations prohibiting certain financial relationships among health care providers; the federal Anti-Kickback Statute (42 U.S.C. 1320a-7, 1320a-7a, 1320a-7b) and the regulations promulgated thereunder (collectively, the "Anti-Kickback Statute"); the Health Insurance Portability and Accountability Act (HIPAA); the Health Information Technology for Economic

and Clinical Health (HITECH) Act; as well as similar State or local statutes and regulations. The Parties further agree to restructure or amend this QHCPA, if necessary, to facilitate such compliance.

23. Unless expressly defined in this QHCPA, all terms used in this QHCPA shall have the same meaning as those set forth in the ET3 Participation Agreement between Miami-Dade County and CMS, incorporated herein by reference, and attached hereto as Attachment A, including any amendments or modifications thereto.

24. The Parties agree that this QHCPA Agreement together with its Attachment A, the ET3 Participation Agreement between Miami-Dade County and CMS, incorporated herein by reference, including any amendments or modifications thereto, sets forth the entire agreement and understanding of the Parties and supersedes all prior and contemporaneous agreements, arrangements, or understandings relating to the subject matter hereof. There are no conditions or limitations to this undertaking except those stated herein. No modification of this QHCPA shall be binding upon the Parties unless in writing and duly executed by Provider and Miami-Dade County.

25. This QHCPA shall be construed according to the law of the State of Florida applicable to contracts made and fully performed therein, without giving effect to its laws or rules relating to conflict of laws. Venue for any litigation between the Parties regarding this QHCPA shall lie exclusively in state or federal court located in Miami-Dade County, Florida.

26. This QHCPA may be executed in several counterparts, each of which shall be deemed an original and all such counterparts together shall constitute but one and the same instrument.

27. The Provider is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Provider shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Provider's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County. The Provider does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

28. All employees of the Provider shall be considered to be, at all times, employees of the Provider under its sole direction and not employees or agents of the County. If applicable, the Provider shall supply competent employees. Miami-Dade County may require the Provider to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County.

29. If this QHCPA Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this QHCPA Agreement without affecting the binding force of this QHCPA Agreement as it shall remain after omitting such provision.

30. The County, or its duly authorized representatives or governmental agencies, shall until the expiration of three (3) years after the expiration of this QHCPA Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its subcontractors and suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement. If applicable, the Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

31. Provider agrees to cooperate in good faith with Miami-Dade County to amend this Agreement if necessary to comply with the requirements of the ET3 Initiative, the requirements of CMS, the ET3 Participation Agreement between Miami-Dade County and CMS, or the requirements of applicable law.

32. **INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION and/or PROTECTED HEALTH INFORMATION**. Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "Individually Identifiable Health Information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami- Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards, include but are not limited to: 1. Use of information only for performing services required by the contract or as required by law; 2. Use of appropriate safeguards to prevent non-permitted disclosures; 3. Reporting to Miami-Dade County of any non-permitted use or disclosure; 4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Contractor and reasonable assurances that IIHI/PHI will be held confidential; 5. Making Protected Health Information (PHI) available to the customer; 6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer; 7. Making PHI available to Miami-Dade County for an accounting of disclosures; and 8. Making internal practices, books and records related to PHI available to Miami- Dade County for compliance audits. PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). Notwithstanding the foregoing, Provider will not disclose PHI to the County if such disclosure results in a violation of HIPAA.

33. **CONFLICT OF INTEREST**. The Provider represents that: a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of

the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the award of this Agreement. b) There are no undisclosed persons or entities interested with the Provider in this Agreement. This Agreement is entered into by the Provider without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid: i) is interested on behalf of or through the Provider directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; ii) is an employee, agent, advisor, or consultant to the Provider or to the best of the Provider's knowledge any sub-provider or supplier to the Provider. c) Neither the Provider nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Provider shall have an interest which is in conflict with the Provider's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Provider provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship. d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply. e) In the event Provider has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the County's Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

34. **NON-DISCRIMINATION** During the performance of this QHCPA Agreement, Provider agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training. By entering into this Contract, the Provider attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95 (if applicable). If the Provider or any owner, subsidiary or other firm affiliated with or related to the Provider is found by

the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Provider submits a false affidavit pursuant to this Resolution or the Provider violates the Act or the Resolution during the term of this Contract, even if the Provider was not in violation at the time it submitted its affidavit.

35. **INDEPENDENT PRIVATE INSPECTOR GENERAL REVIEW.** Pursuant to the Code of Miami-Dade County, Section 2-1076, and Miami-Dade County Administrative Order 3-20, and in connection with this QHCPA, Miami-Dade County has the right to retain the services of an Independent Private Sector Inspector General ("IPSIG") whenever Miami-Dade County deems it appropriate to do so. Upon written notice from Miami-Dade County, the Provider shall make available, to the IPSIG retained by Miami-Dade County, all requested records and documentation pertaining to this QHCPA, for inspection and copying. Miami-Dade County will be responsible for the payment of these IPSIG services, and under no circumstance shall the Provider's fees for its performance under this QHCPA be inclusive of any charges relating to these IPSIG services. The terms of this provision herein shall, apply to the Provider, and its officers, agents, employees and assignees. Nothing contained in this provision shall impair any independent right of Miami-Dade County to conduct, audit, or investigate the operations, activities and performance of the Provider in connection with this QHCPA.

36. **MIAMI-DADE COUNTY INSPECTOR GENERAL REVIEW.** According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General (IG) that may, on a random basis, perform audits, inspections, and reviews of all County contracts. This random audit is separate and distinct from any other audit by the County. To pay for the functions of the Office of the Inspector General, any and all payments to be made to the Provider under this QHCPA will be assessed one quarter (1/4) of one (1) percent of the total amount of the payment, to be deducted from each progress payment as the same becomes due unless, as stated in the Special Conditions, this QHCPA is federally or state funded where federal or state law or regulations preclude such a charge.

1. The Miami-Dade Office of Inspector General is authorized to investigate Miami-Dade County affairs and empowered to review past, present and proposed Miami- Dade County programs, accounts, records, contracts and transactions. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of witnesses and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, proposal specifications, proposal submittals, activities of the Provider, its officers, agents and employees, lobbyists,

Miami-Dade County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

2. Upon ten (10) days written notice to the Provider, the Provider shall make all requested records and documents available to the Inspector General for inspection and copying. The Inspector General shall have the right to inspect and copy all documents and records in the Provider's possession, custody or control, which in the Inspector General's sole judgment, pertain to performance of the QHCPA, including, but not limited to original estimate files, proposals and agreements from and with successful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, proposal and contract documents, all documents and records that involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records and supporting documentation for the aforementioned documents and records. The Provider shall make available at its office at all reasonable times the records, materials, and other evidence regarding the acquisition (proposal preparation) and performance of this QHCPA, for examination, audit, or reproduction, until three (3) years after final payment under this QHCPA or for any longer period required by statute or by other clauses of this QHCPA.

3. In addition:

a. If this QHCPA is completely or partially terminated, the Provider shall make available records relating to the work terminated until three (3) years after any resulting final termination settlement; and

b. The Provider and Miami-Dade County shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this QHCPA until such appeals, litigation, or claims are finally resolved.

c. The provisions in this section shall apply to the Provider, its officers, agents, employees, subcontractors and suppliers. The Provider shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the Provider in connection with the performance of this QHCPA.

d. Nothing in this section shall impair any independent right of Miami- Dade County to conduct audits or investigative activities nor shall any audit rights provided elsewhere in this QHCPA limit the audit rights set forth in this section. The provisions of this section are neither intended nor shall they be construed to impose any liability on Miami-Dade County by the Provider or third parties.

e. To the extent required by law but no less than four (4) years after expiration of this QHCPA, the Provider shall make available for inspection this QHCPA and all other books, documents and records that support the nature and extent of costs incurred by Miami-Dade County to the following: United States Department of Health and Human Services, the United States

Comptroller General and their representatives; any other federal, state or local agency with regulatory authority over Miami-Dade County.

IN WITNESS WHEREOF, the Parties have duly executed this QHCPA Agreement on the day and year above first written.

MIAMI-DADE COUNTY, FLORIDA

By: _____

Print name: _____

Print title: _____

The Cleveland Clinic Foundation

By: _____

Print name: BRADFORD L BORDEN, MD

Print title: ESI CHAIR