

**CITY OF MARATHON, FLORIDA  
RESOLUTION 2006-189**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING THE MEMORANDUM OF UNDERSTANDING AND PREFERRED PROVIDER AGREEMENT WITH FISHERMEN'S HOSPITAL PURSUANT TO WHICH THE CITY OF MARATHON FIRE RESCUE DEPARTMENT SHALL PROVIDE MEDICAL TRANSPORT SERVICES TO THE HOSPITAL; AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO FINALIZE THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, Fishermen's Hospital (the "Hospital"), which is located within the boundaries of the City of Marathon (the "City"), has an ongoing need to transport patients to other medical facilities throughout South Florida; and

**WHEREAS**, the City of Marathon Fire Rescue (the "Department") has the capacity to provide inter-facility transport services to the Hospital, subject to availability from time to time; and

**WHEREAS**, the Department and the Hospital have negotiated and agreed to a Memorandum of Understanding and Preferred Provider Agreement (the "Agreement") that sets forth the terms and conditions under which the Department shall provide inter-facility transport services to the Hospital.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THAT:**

**Section 1.** The above recitals are true and correct and are incorporated herein

**Section 2.** The Council approves the Memorandum of Understanding and Preferred Provider Agreement between the City of Marathon Fire Rescue and Fishermen's Hospital, a copy of which is attached hereto as Exhibit "A", together with such non-material changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney.

**Section 3.** The City Manager is authorized to sign the Agreement.

**Section 4.** This resolution shall take effect immediately upon its adoption.


**PASSED AND APPROVED** by the City Council of the city of Marathon, Florida, this 23<sup>rd</sup> day of January, 2007.

**THE CITY OF MARATHON, FLORIDA**

  
\_\_\_\_\_  
Christopher M. Bull, Mayor

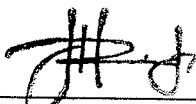
AYES: Mearns, Pinkus, Tempest, Worthington, Bull  
NOES: None  
ABSENT: None  
ABSTAIN: None

**ATTEST:**

  
\_\_\_\_\_  
Diane Clavier  
City Clerk

(City Seal)

**APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:**

  
\_\_\_\_\_  
City Attorney

MEMORANDUM OF UNDERSTANDING  
AND  
PREFERRED PROVIDER AGREEMENT

Between

THE CITY OF MARATHON FIRE RESCUE DEPARTMENT  
And  
FISHERMEN'S HOSPITAL

This Memorandum of Understanding and Preferred Provider Agreement (the "Agreement") is entered into as of January ~~19~~ 2008, by and between Fisherman's Hospital, a \_\_\_\_\_ corporation ("HOSPITAL"), and the City of Marathon, a Florida Municipal corporation, by and through the Marathon Fire Rescue Department ("MFR").

**Whereas**, HOSPITAL has an ongoing need to transport patients to other receiving medical facilities throughout South Florida on a 24 hour, 7 day a week basis; and

**Whereas**, MFR wishes to provide such services to HOSPITAL on the terms and conditions set forth below.

**Now Therefore**, the parties hereto hereby agree as follows:

1. Subject to availability of personnel and equipment, MFR agrees to provide its Advanced Life Support and Basic Life Support ambulance inter-facility transport services to HOSPITAL on a 24 hour, 7 day a week basis when transfer is medically necessary. MFR will accept all transports, regardless of ability to pay, personnel and mechanical conditions permitting.

2. MFR agrees to bill all patients from HOSPITAL for transports and HOSPITAL agrees to assist MFR with any needed information for billing patients or patient's insurance, including physician's orders of acute medical necessity as may be required from Medicare, Medicaid, and other insurance companies. Exceptions include any transport for which HOSPITAL is financially responsible, under law or contract agreement, such as the transport of a Medicare Part A inpatient to another facility with return to the originating hospital. In such cases, HOSPITAL shall be billed directly for the transport without regard to insurance or patient billing. HOSPITAL shall cooperate in identifying Medicare Part A Inpatients to transporting and billing personnel.

3. MFR and HOSPITAL will review this Agreement periodically, at least bi-annually, to ensure appropriate costs are being covered by both parties.

4. HOSPITAL agrees to an exclusive first call of MFR for all ambulance transports. MFR EMT/Paramedic personnel will evaluate each patient prior to transport in order to go over physician orders for any treatment or special needs during transport. HOSPITAL agrees to administer any patient medication's, prior to transport that is beyond the routine ALS emergency medications carried on the ALS ambulance. HOSPITAL and sending physician will assume medical responsibility for the transfer.

5. Subject to availability, MFR agrees to respond, when called by HOSPITAL, without question, to minimize response time to the patient. HOSPITAL will only transport patients in compliance with all EMTALA and COBRA regulations.

6. HOSPITAL will be responsible for making their own arrangements for facility acceptance, which facility will be receiving the patient, and where patient will be received at the receiving facility, and will share this information with the transporting MFR EMT/Paramedic crew.

7. It is understood that when called by HOSPITAL, MFR will give an affirmative answer on availability to transport within 10 minutes of the initial call. If MFR is available, it will contact the appropriate HOSPITAL staff member for the usual patient information. If MFR is not available, and will not become available within 20 minutes, it is understood that HOSPITAL can make other arrangements as it sees appropriate without violating the terms of this Agreement.

8. MFR will make every effort to bill and collect for transports from patients and HOSPITAL will share all insurance information with MFR. If MFR is unable to collect from the patient or insurance within 180 days, Hospital agrees to reimburse MFR for base ALS or BLS charges plus the established Mileage rate set by the City of Marathon City Council. The Mileage rate will be reduced by 50% by any unfunded patients. MFR agrees that in no case will billings to the hospital exceed the amount allowable by Medicare at the time of the transport. Any call for transport that is cancelled by HOSPITAL before or upon EMT/Paramedic arrival at HOSPITAL will not be charged.

9. This Agreement shall become effective as of the signature dates below and shall remain in effect until either party terminates the Agreement. Termination shall be effective 60 days after written notice is provided to the other party.

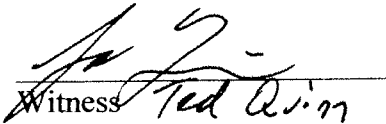
10. Both parties agree to meet on an annual basis prior to expiration to review contract.

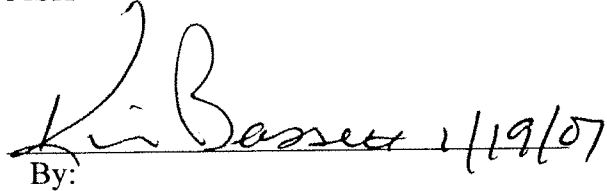
11. Both parties agree to meet on a quarterly basis and review the financial impact on each agency and adjust as necessary with the approval of the Hospital CEO and the City of Marathon.

12. All services provided by MFR will meet State of Florida standards for Basic and/or Advanced Life Support Ambulances.


**IN WITNESS WHEREOF**, the parties hereto have caused this Memorandum of Understanding and Preferred Provider Agreement to be executed and delivered as of the date set forth on the first page hereof.

FISHERMEN'S HOSPITAL


  
Witness Ted Quinn

  
By: Kim Bassett 1/19/07

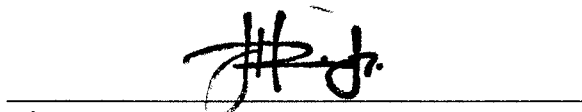
THE CITY OF MARATHON, FLORIDA

  
By: CITY MANAGER

**ATTEST:**

  
Diane Clavier  
Diane Clavier  
City Clerk

**APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:**

  
City Attorney