

**CITY OF MARATHON, FLORIDA
RESOLUTION 2012-38**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MARATHON AND FISHERMEN’S COMMUNITY HOSPITAL, INC. PURSUANT TO WHICH THE CITY OF MARATHON FIRE RESCUE DEPARTMENT SHALL PROVIDE INTER FACILITY MEDICAL TRANSPORT SERVICES TO FISHERMEN’S COMMUNITY HOSPITAL; AUTHORIZING THE CITY MANAGER TO EXECUTE THE MEMORANDUM OF UNDERSTANDING ON BEHALF OF THE CITY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Fishermen’s Hospital, Inc. d/b/a Fishermen’s Community Hospital (the “Hospital”), which is located within the boundaries of the City of Marathon (the “City”), has an on-going need to transport patients to other medical facilities throughout South Florida; and

WHEREAS, subject to availability of personnel and equipment the City of Marathon Fire Rescue has the capacity to provide inter-facility transport services to the Hospital; and

WHEREAS, the City and Hospital have negotiated and agreed to a Memorandum of Understanding (the “MOU”) setting forth the terms and conditions under which the City will provide the Hospital inter-facility transport services to other medical facilities throughout South Florida.

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

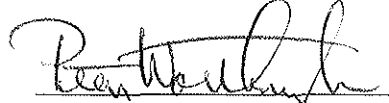
Section 1. The above recitals are true and correct and are incorporated herein

Section 2. The MOU between the City and the 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, is hereby approved. The City Manager is authorized to sign the MOU on behalf of the City.

Section 3. This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 10th DAY OF APRIL, 2012.

CITY OF MARATHON, FLORIDA


Pete Worthington, Mayor

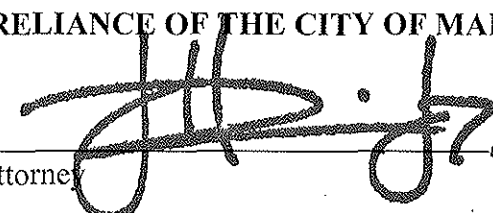
AYES: Keating, Ramsay, Cinque, Worthington
NOES: None
ABSENT: None
ABSTAIN: Snead

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
Between
THE CITY OF MARATHON, FLORIDA
And
FISHERMEN'S COMMUNITY HOSPITAL

This Memorandum of Understanding (the "MOU") is entered into as of April 10, 2012, by and between Fishermen's Hospital, Inc. d/b/a Fishermen's Community Hospital, a Florida not-for-profit corporation (the "Hospital") and the City of Marathon, a Florida municipal corporation (the "City").

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, City wishes to provide such services to Hospital subject to the terms and conditions set forth below.

NOW THEREFORE, City and Hospital hereby agree as follows:

1. Hospital, on a first call basis, agrees to contact the City for all inter-facility ambulance transport services. Hospital and sending physician will assume medical responsibility for the transfer.
2. Subject to availability of the necessary personnel and equipment, the City agrees to provide 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. The City will accept all transports regardless of ability to pay. Except, however, City shall only be required to transport emergency Hospital patients that are in compliance with all provisions of the Emergency Medical Treatment and Active Labor Act and Consolidated Omnibus Budget Reconciliation Act regulations.
3. Upon receipt of the Hospital's inter-facility transfer request the City will give an answer on availability to transport within 10 minutes of the call. If available, the City will contact the appropriate Hospital staff member for the necessary patient information. If the City is not available, and will not become available within 20 minutes, Hospital may make other transport arrangements as it sees appropriate without violating the terms of this MOU. Designated Critical Care Patients may be referred to the appropriately licensed service.
4. City EMT/Paramedic personnel will evaluate each patient prior to transport and go over physician orders for any treatment or special needs during transport. Hospital agrees to administer any patient medication, prior to transport that is beyond the routine Advanced Life Support or Basic Life Support emergency medications carried on the City's Advanced Life Support or Basic Life Support ambulance(s), respectively.
5. Hospital shall be responsible for making the necessary 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 City's EMT/Paramedic crew providing the inter-facility transport services.

6. The City agrees to directly bill all patients transported from the Hospital pursuant to this MOU. Hospital agrees to assist the City 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, agreement or contract, such as the transport of a Medicare Part A in-patient to another facility with return to the Hospital. In such cases, the City shall directly bill the Hospital at the then current Medicare rate or equivalent for the transport without regard to insurance or patient billing. Hospital shall cooperate in identifying Medicare Part A in-patients to transporting and billing personnel.

7. This MOU shall become effective as of the date set forth above and shall remain in effect until either party terminates the MOU. Termination shall be effective 60 days after written notice is provided to the other party.

8. City and Hospital agree to meet annually (at least 60 days prior to the anniversary of the effective date of this MOU) and review the financial impact on each party and discuss potential amendments to the MOU.

9. All services provided by the City pursuant to this MOU shall meet State of Florida standards for Advanced Life Support and Basic Life Support inter-facility transport services.

10. Any notice required to be given pursuant to this MOU shall be in writing and shall be sent by certified mail, registered mail, hand delivery or facsimile to the parties at the addresses set forth below:

City: City of Marathon, Florida
9805 Overseas Highway
Marathon, Florida 33050
Attn: City Manager

Hospital: Fishermen's Community Hospital
3301 Overseas Highway
Marathon, Florida 33050
Attn: Chief Executive Officer

11. This MOU shall be binding upon and inure to the benefit of the parties and their respective legal representatives, assigns and successors

12. In case one or more of the provisions contained in this MOU shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision in this MOU and this MOU shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

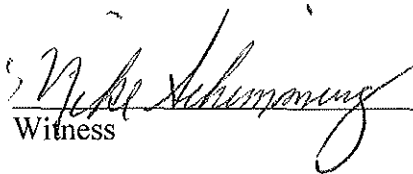
13. Neither this MOU nor any duties or obligations under it shall be assignable by either party without the prior written consent of the other party. In the event of an Assignment by either party to which the other party has consented, the assignee or the assignees legal representative shall agree in writing to personally assume, perform, and be bound by all of the covenants, obligations and agreements contained in this MOU.

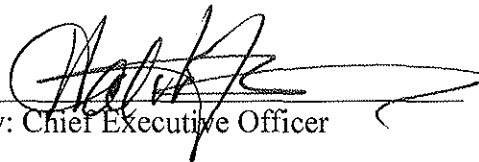
14. This MOU may be only amended by a written instrument signed by both parties.

15. This MOU may be executed in multiple counterparts, each of which shall be deemed to be an original for all purposes.

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

FISHERMEN'S HOSPITAL, INC.



Witness


By: Chief Executive Officer

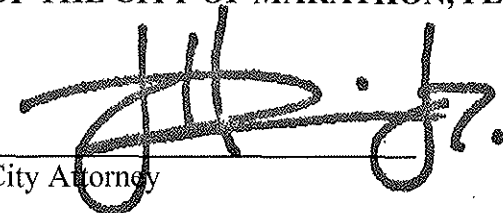
THE CITY OF MARATHON, FLORIDA


By: City Manager

ATTEST:


Diane Clavier
City Clerk

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


City Attorney