

HOSPITAL SERVICES AGREEMENT
Between
Regional Medical Center Bayonet Point
and
Pasco Sheriff's Office

This Agreement is by and between Pasco Sheriff Office ("PSO") and HCA Health Services of Florida, Inc. d/b/a Regional Medical Center Bayonet Point ("Hospital") and shall be effective on the date signed by both Parties ("Effective Date").

WHEREAS, PSO provides health care services to inmates at Pasco County Detention facility. In certain circumstances, it is necessary for PSO to utilize hospital services for its inmates for both inpatient and outpatient care; and

WHEREAS, Hospital is a licensed hospital facility in the State of Florida, which is capable and willing to provide Health Care Services to the prison/jail community; and

WHEREAS, PSO desires to engage Hospital and Hospital desires to contract with PSO to provide Health Care Services to inmates and detainees in the custody of the PSO, as specified and on the terms and conditions set forth herein.

NOW THEREFORE, for and in consideration of the mutual covenants and promises as are hereinafter set forth and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties, PSO and Hospital hereby agree as follows:

SECTION 1
Definitions

1.1 **PSO-Contracted Provider** means a physician or midlevel provider contracted or employed by PSO to provide medical services to Patients.

1.2 **Completed Claim** means a timely claim submitted on an industry standard claim form (CMS-1500 or UB-04), for reimbursement of Health Care Services which contains at least the following information:

- 1) Patient (Inmate) name and PSO or Booking Identification number (Inmate Number).
- 2) Name and Address of Correctional Facility from which the inmate was transported.
- 3) Patient Date of Birth.
- 4) Date(s) of Service.
- 5) Hospital Name, Address, Phone number, and Tax Identification number.
- 6) ICD-9 Diagnostic and Surgical Procedure codes and descriptions.

- 7) Current industry standard procedure coding (UB-04 Revenue Codes, DRG, HCPCS and CPT codes as appropriate) and descriptions.
- 8) Detailed billing of charges and units.

1.3 **Health Care Services** means the hospital and other related services, including both inpatient and outpatient care, provided to a Patient by Hospital which are Medically Necessary and are requested by (i) the HSA; (ii) a PSO-Contracted Provider; or (iii) a physician with privileges at Hospital or another health care professional at Hospital furnishing services under supervision of such a physician, treating the Patient. The term Health Care Services shall also include all services that constitute Emergency Services.

1.4 **Health Services Administrator (HSA)** means the PSO employee or PSO Contracted provider responsible for managing the medical program for the correctional facility or facilities.

1.5 **Emergency Medical Condition** means a medical condition manifesting itself by acute symptoms of sufficient severity such that the absence of immediate medical attention could reasonably be expected to result in placing the health of the Patient in serious jeopardy, serious impairment to bodily functions, or serious dysfunction of any bodily organ or part.

1.6 **Emergency Services** means those Health Care Services which are Medically Necessary and provided for the treatment of an Emergency Medical Condition.

1.7 **Medically Necessary** describes those services which are: (a) appropriate for the treatment of the Patient's medical condition; (b) provided for the diagnosis or care and treatment of the Patient's medical condition; (c) in accordance with the applicable standards of good medical practice; and (d) not elective or cosmetic or primarily for the convenience of the Patient, the Hospital or any medical provider. In addition, any Health Care Service ordered by (i) the HSA; (ii) a PSO-Contracted Provider; (iii) a physician with privileges at Hospital who is treating a Patient, or any other health care professional who is supervised by such a physician treating the Patient; and; (iv) any Health Care Service reasonably arising out of or related to any of the foregoing, shall be deemed to be Medically Necessary for purposes of this Agreement.

1.8 **Patient** means those correctional facility inmate patients or detainees in the custody of the PSO for whom PSO provides or arranges for the provision of Health Care Services.

1.9 **Primary Payor** is the entity that has the initial obligation to pay a claim for Health Care Services for Patient.

1.10 **Secondary Payor** Entity that pays second on a claim for Health Care Services for a Patient and their payment is only to the extent that payment has not been made by Primary Payor.

SECTION 2

Representations; Rights and Obligations

2.1 **Engagement**. PSO hereby engages Hospital to provide Health Care Services to Patients and Hospital hereby accepts such engagement. Patient transfer travel arrangements will

be made by PSO only after approval of the provision of Health Care Services by PSO's HSA, who will coordinate the provision of Health Care Services and the implicated security requirements with the appropriate PSO officials.

2.2 **Time and Place of Services.** Hospital agrees to provide and/or make available Health Care Services at Hospital's usual and customary site for rendering services and in accordance with Hospital's usual and customary schedule for rendering services. If Hospital decides voluntarily to limit, or discontinue any of the services that it offers, it will provide PSO with written notice of such action at least sixty (60) days prior to such limitation or discontinuation. If Hospital must involuntarily limit or discontinue any services, it will provide PSO with written notice immediately upon learning of such limitation or discontinuation.

2.3 **Qualifications.** Hospital represents that Hospital possesses a current and unrestricted license to operate as a hospital in the State of Florida. Hospital also represents that Hospital possesses current and unrestricted controlled substance certification. Hospital shall maintain all federal, state and local licenses, certifications and permits, without material restriction, which are required to provide Health Care Services according to the laws and jurisdiction in which Health Care Services are provided, and shall comply with all applicable statutes and regulations. Hospital shall also require that all health care professionals employed by or under contract with Hospital to render Health Care Services possess and maintain any required licenses and permits without material restrictions. Hospital shall provide PSO with written documentation of Hospital's current JCAHO accreditation upon request. Hospital's failure to meet or maintain all the required qualifications described in this Section may result in immediate termination of this Agreement after reasonable opportunity to cure, if curable.

2.4 **Discharge Summaries and Itemized Statements.** Hospital shall provide to PSO a narrative discharge summary and operative report for all Patients receiving inpatient care and a summary discharge statement for all Patients receiving outpatient services at Hospital.

PSO will receive an itemized bill for each such Patient, whether the services provided are inpatient or outpatient in nature, or both. Upon at least 10 business days' prior written notice, and during the term of this Agreement, PSO shall be entitled to audit any medical and billing records related to a Patient necessary to insure that services billed to PSO were rendered in accordance with the invoice presented and consistent with this Agreement.

2.5 **Quality Assurance.** Hospital shall ensure the application of a quality assurance process that utilizes appropriate quality of care standards. Hospital will also ensure that appropriate quality assurance review activity, including subsequent action taken by the Hospital, will occur for quality of care issues referred by PSO.

2.6 **Compliance with Applicable Law.** Hospital agrees that all Health Care Services provided by or through Hospital pursuant to this Agreement, and documentation thereof, will be in compliance with applicable law and certification or licensure requirements.

2.7 **Security.** PSO shall be responsible for the security of Patients being treated on either an inpatient or outpatient basis at Hospital. Hospital is required to adhere to security regulations established by the PSO.

SECTION 3
Compensation of Hospital

3.1 Reimbursement for Services. For any Patient who is in the custody of PSO and who is admitted or brought to Hospital for either inpatient or outpatient Health Care Services by or at the direction of PSO, the HSA, or a PSO Contracted Provider, the following reimbursements shall apply. PSO agrees that the presentation of a Patient at Hospital by PSO shall be construed to constitute a pre-authorization by PSO to furnish Health Care Services to a Patient. If PSO has provided Hospital with a pre-authorization for services to be rendered to a Patient, or if the services rendered to a Patient are deemed pre-authorized for purposes of this Agreement, then PSO shall not deny payment to Hospital for such services for any reason.

3.1.1 Inpatient Care. PSO shall reimburse Hospital for inpatient Health Care Services consistent with this Section and according to the rates listed in Exhibit I within thirty (30) days of PSO's receipt of a Completed Claim from Hospital.

3.1.1.1 When PSO is the Primary Payor, the payment from PSO as specified in Exhibit I shall be accepted by Hospital as payment in full for all Health Care Services rendered to Patient. PSO shall always be deemed the Primary Payor of a Patient unless PSO provides clear documentary evidence to Hospital prior to the provision of Health Care Services evidencing PSO's status as Secondary Payor with respect to such Patient.

3.1.1.2 PSO is responsible for payment of Health Care Services provided to each Patient under this Agreement. Moreover, PSO shall be responsible for paying Hospital for Medically Necessary inpatient Health Care Services rendered to Patient while in the Hospital, as ordered by a Patient's physician.

3.1.1.3 If Patient is in PSO custody when admitted to Hospital, PSO will remit payment to Hospital consistent with AHCA reimbursement provisions for DRG payment including any applicable add-ons, adjustors, or outliers. If the patient is released from PSO custody before the inpatient admission qualified for any applicable outlier, PSO will be responsible for the full DRG payment less any applicable outlier. If the Patient is released from PSO custody before discharge from Hospital and the inpatient admission qualified for an outlier, the PSO shall be responsible for the full DRG payment and percentage of outlier commensurate with Patient's admission while in PSO custody. If the Patient is placed back into PSO custody within 48 hours post discharge from Hospital, PSO will confirm for Hospital that Patient was placed back in custody. If it is determined that such re-arrest is due to the original or related offense, PSO will be responsible for DRG payment, including any applicable outlier or percentage thereof, for Patient from initial admission in PSO custody to final release from PSO custody.

3.1.2 Outpatient Care. PSO shall reimburse Hospital for outpatient Health Care Services consistent with Section 3.1.1.3 and according to the rates listed in Exhibit I within thirty (30) days of the date of PSO's receipt of a Completed Claim from Hospital.

3.1.2.1 Emergency Services. PSO shall pay Hospital for the provision of Emergency Services to a Patient who does not require admission pursuant to the rates set forth in Exhibit I. As to Patients who have an Emergency Medical Condition and require admission, PSO

shall pay Hospital for such Health Care Services as provided in Exhibit I and in accordance with Section 3.1.1 – Inpatient Care. Under no circumstances shall Hospital be required to obtain a pre-authorization from PSO, the HSA, the Medical Director or any PSO-Contracted Provider to furnish Emergency Services to a Patient who presents to Hospital with an Emergency Medical Condition, as determined by physicians at Hospital. PSO shall be responsible for paying Hospital for whatever Health Care Services a physician orders for a Patient who is receiving outpatient services so long as such Health Care Services are Medically Necessary.

3.1.2.2 Outpatient Diagnostic Services. PSO shall pay Hospital for Health Care Services that are outpatient diagnostic services as provided in Exhibit I.

3.1.2.3 Outpatient Surgery. Hospital agrees that outpatient surgery shall be used in lieu of inpatient surgery when medically appropriate. PSO shall pay Hospital for Health Care Services which are outpatient surgical services as provided in Exhibit I, and shall include all pre-operative and post-operative nursing time, supplies/equipment and all operating room and recovery room time. In the event a Patient receives Health Care Services at Hospital under an outpatient observation status, PSO shall reimburse Hospital for Medically Necessary observation services not precedent to an inpatient stay at the applicable outpatient rate listed in Exhibit I for a period of up to twenty-three (23) hours from the time of initiation of treatment at Hospital. Should the Patient continue his/her hospital stay under such outpatient observation status past the above referenced twenty-three (23) hour initial period or in the event the Patient is admitted as an inpatient directly from observation status, PSO's reimbursement to Hospital shall be at applicable inpatient rate.

3.1.2.4 Outpatient Observation. In the event a Patient receives Health Care Services at Hospital under an outpatient observation status, PSO shall reimburse Hospital for Medically Necessary observation services not precedent to an inpatient stay at the applicable outpatient rate set forth in Exhibit I for a period of up to twenty-three (23) hours from the time of initiation of treatment at Hospital. Should the Patient continue his/her hospital stay under such outpatient observation status past the above referenced twenty-three (23) hour initial period or in the event the Patient is admitted as an inpatient directly from observation status, PSO's reimbursement to Hospital shall be at applicable inpatient rate.

3.2 Patient-Inflicted Injuries While at Hospital. PSO shall pay Hospital for any Health Care Services rendered to a Patient necessitated by self-inflicted injuries or other actions taken by the Patient to harm himself or herself while such Patient was an inpatient or outpatient at Hospital.

3.3 Claims Submission.

3.3.1 Completed Claims shall be sent to the following address:

Medical Section
Pasco Sheriff's Office
20101 Central Blvd
Land O'Lakes, FL 34637

To inquire about the status of claims submitted, please call PSO at 813-235-6035

3.3.2 Hospital will submit Completed Claims to PSO within 180 days of the date of service rendered to the Patient or PSO will have no obligation to pay; provided, however, this 180 day time frame shall be extended for another reasonable time if the failure of the Hospital to submit the Completed Claim was due to circumstances outside of the control of the Hospital.

3.3.3 Hospital will use the most current procedural (CPT) and HCPCS codes on all forms. Hospital will abide by all AMA/CPT code billing standards, rules and regulations that are applicable (including inclusive procedure codes, prospective payment system OPSS and/or automated payment classification APC).

3.3.4 Guidelines for billing and coverage for services not specifically detailed within this Agreement will be governed by the most current version of the Centers for Medicare and Medicaid Service's guidelines for the Medicare Program.

3.4 **Claim Audits.** Hospital acknowledges and agrees that Hospital claims may be reviewed by PSO. PSO shall not conduct any Medical Necessity reviews for inpatient admissions or outpatient services for which an authorization was given (or which are deemed given pursuant to this Agreement). For any particular claims found to be overpaid, PSO shall notify Hospital of such alleged overpayments. Without Hospital's written consent in each instance, PSO shall not have the right to offset or setoff from amounts it owes Hospital amounts PSO allegedly overpaid Hospital. If, however, Hospital does consent, any overpayments shall be credited to PSO's account within sixty (60) days.

3.5 **Appeal Process.** In the event that a dispute arises concerning the resolution of a Completed Claim, Hospital may appeal the claim by submitting the dispute to PSO in writing, with supporting documentation, within one hundred eighty (180) calendar days following PSO's response or denial of the Completed Claim. PSO shall provide a reply within forty-five (45) days after the Hospital's submission of the supporting documentation. If a dispute remains outstanding after such forty-five (45) days, then either party shall have such rights and remedies as may be provided by law or pursuant to this Agreement.

SECTION 4 Term and Termination

4.1 **Term.** The term of this Agreement will commence on the Effective Date and will continue in effect for a period of one (1) year, and shall automatically renew annually for additional terms of one (1) year, unless terminated pursuant to Section 4.2 of this agreement.

4.2 **Termination.** In addition, this Agreement may be terminated as follows:

4.2.1 **Termination without Cause.** Either party may terminate this Agreement, without cause, by giving the other party written notice of termination, not less than thirty (30) days prior to the effective date thereof.

4.2.2 **Termination for Cause.** PSO may terminate this Agreement for cause if the Hospital's breach of a material provision of this Agreement has not been cured within thirty

(30) days after written notice of the breach from PSO. Similarly, Hospital may terminate this Agreement for cause if PSO's breach of a material provision of this Agreement has not been cured within thirty (30) days after written notice of the breach from Hospital.

4.2.3 **Termination for Lack of Funding.** In accordance with section 8.15, Hospital may have the option to terminate this Agreement immediately upon notification from PSO that funding sufficient to meet PSO's obligations under this Agreement has been terminated.

4.2.4 **Services Subsequent to Termination.** Following termination of this Agreement, Hospital shall continue to provide Health Care Services to any Patient who is at the time of the termination under active treatment either until such treatments are completed or responsibility is assumed by another participating provider. PSO shall pay Hospital for such Health Care Services as is set forth in Exhibit I. This provision shall survive the termination or expiration of this Agreement.

SECTION 5 Insurance

5.1 Insurance.

5.1.1 **For Hospital.** At all times during the term of this Agreement and any renewals hereof, Hospital shall maintain or cause to be maintained adequate professional liability insurance policies or self-insurance with limits of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in annual aggregate. Upon request, Hospital shall provide PSO with certificates evidencing such coverage. In addition, Hospital agrees to procure and maintain, at its sole expense, such comprehensive general and/or umbrella liability insurance as Hospital shall reasonably deem necessary to cover its potential general liability risk exposure.

5.1.2 **For PSO.** During the term of this Agreement, PSO shall secure and maintain at all times during the term of this Agreement, at PSO's sole expense, general and/or professional liability insurance with limits not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate with a reputable and financially viable insurance carrier, naming Hospital as an additional insured. Upon request, PSO shall provide Hospital with certificates evidencing such coverage. In addition, PSO shall notify Hospital immediately of any material change in any insurance policy required to be maintained by PSO hereunder. In addition, PSO shall secure and maintain workers compensation insurance, if required, in accordance with the law of the state in which Facility is located.

SECTION 6 Indemnification

PSO agrees to indemnify and hold harmless Hospital, its officers, directors, employees and representatives from and against any liabilities, claims or damages (including reasonable attorneys' fees and court costs) arising out of any act or omission constituting negligence or willful misconduct on the part of PSO, its employees, representatives or agents arising out of PSO's performance under this Agreement. Hospital agrees to indemnify and hold harmless PSO, its officers, directors, employees and representatives from and against any liabilities, claims or

damages (including reasonable attorneys' fees and court costs) arising out of any act or omission constituting negligence or willful misconduct on the part of Hospital, its employees, representatives or agents arising out of Hospital's performance under this Agreement. This section shall survive the termination of this Agreement. The obligation to provide indemnification under this Agreement shall be contingent upon the party seeking indemnification or reimbursement providing the indemnifying party with prompt written notice of any claim for which indemnification is sought, allowing the indemnifying party to control the defense and settlement of such claim, provided however that the indemnifying party agrees not to enter into any settlement or compromise of any claim or action in a manner that admits fault or imposes any restrictions or obligations on an indemnified party without that indemnified party's prior written consent which will not be unreasonably withheld, and cooperating fully with the indemnifying party in connection with such defense and settlement.

SECTION 7

Relationship of the Parties

7.1 Relationship of the Parties. The relationship of Hospital to PSO is that of independent contractor. Nothing contained herein shall create an employer-employee, or partnership relationship between PSO and Hospital or between PSO and any employee, agent, or physicians of Hospital. Nothing contained herein shall interfere with the hospital-patient relationship between Hospital and any patient, including the Patients under this Agreement, or with Hospital's legal or ethical obligation to provide the proper standard of care to Patients.

7.2 Confidential Information. Each of Hospital and PSO agrees not to disclose or in any way use, or allow any other person to disclose or use, confidential information of or concerning the other without the other party's prior express written consent. Confidential information includes, but is not limited to, legal or claim data, financial data, methods of operation, policies and procedures. Neither party shall copy or remove the other's documents for its own use or for the use of others, nor shall any party make use of or allow or assist any other person or company to make use of the other party's procedures or programs, except as authorized under this Agreement. Neither Hospital nor PSO shall disclose, or allow others to disclose, the terms of this Agreement, except, as it is necessary to perform this Agreement, to obtain accounting, legal or tax advice from its professional advisors, or as required by law. This Section shall survive termination of this Agreement.

7.3 Non-Exclusivity. This Agreement is a non-exclusive arrangement. Hospital may participate in other affiliations and render such other services as Hospital determines. Hospital acknowledges that PSO may contract with other health care providers, including hospitals, for the purpose of fulfilling its obligations pursuant to the Florida Statute.

7.4 Medical Records. Hospital agrees to prepare comprehensive medical records for each Patient to whom Hospital provides Health Care Services. Each such medical record shall contain sufficient information to identify the Patient, establish a diagnosis and medical classification, support the diagnosis, identify and justify the treatment, and document the results of such treatment. Medical records prepared by Hospital during the term of this Agreement will be kept confidential by Hospital and shall be maintained in accordance with applicable state and federal laws governing confidentiality. Hospital will allow PSO and any PSO-Contracted Provider

access to such medical records without cost to PSO. To the extent PSO requires Hospital to make copies of Patient medical records, PSO shall pay Hospital for such copies at the rates set forth in Chapter 395, Florida Statutes. This Section shall survive termination of this Agreement.

SECTION 8 Construction of Agreement

8.1 **Assignment**. The parties to this Agreement may not assign, sell, or transfer any of their rights or responsibilities under this Agreement without the prior written consent of the other party.

8.2 **Amendments**. This Agreement may be amended only by written agreement signed by the parties hereto.

8.3 **Section Headings**. The headings of sections in this Agreement are for reference only and shall not affect the meaning of this Agreement.

8.4 **Entire Agreement**. This Agreement, inclusive of any and all amendments, attachments and exhibits incorporated herein by reference, constitutes the entire understanding and agreement between the parties with regard to the subject matter hereof. No other prior or contemporaneous promise, obligation, statement or understanding between the parties, whether written or oral, shall be valid or binding.

8.5 **Binding Effect**. This Agreement shall be binding upon and inure to the benefit of each party hereto, and their successors and permitted assigns. No party may assign this Agreement, except as specifically provided otherwise herein.

8.6 **No Third Party Beneficiary Rights**. No patient, nor the PSO, nor any other third party shall have any third party beneficiary rights hereunder.

8.7 **Non-Waiver**. Failure to insist upon strict compliance with any of the terms or conditions of this Agreement shall not be deemed to be a waiver in the event of any future breach of any term or condition hereunder.

8.8 **Severability**. Should any provision (or part thereof) of this Agreement be held to be invalid and/or unenforceable, the remaining provisions shall remain in full force and effect.

8.9 **Notices**. Any notice required hereunder shall be sent by registered or certified mail (return receipt requested), personal delivery, overnight commercial carrier, or other guaranteed delivery. The notice shall be effective as of the date of delivery if the notice is personally delivered, or the date of receipt or refusal to accept delivery if the notice is forwarded by other means. Unless otherwise specified, notices shall be sent to:

PSO
Pasco Sheriff's Office
Attn: General Counsel
8700 Citizen Drive
New Port Richey, Florida 34654

Hospital
Tom Lawhorne
Chief Financial Officer
Bayonet Point Regional Medical Center
14000 Fivay Road
Hudson, Fl 34667

8.10 **Non-Discrimination.** Neither PSO nor Hospital shall discriminate on the basis of race, color, sex, religion, national origin, ethnic group, age or disability.

8.11 **Multiple Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute a single instrument.

8.12 **Name, Symbol and Service Mark.** During the term of this Agreement, each party shall have the right to use the other's name solely to make public reference to Hospital as a contracted provider for PSO. Hospital and PSO shall not otherwise use each other's name, symbol or service mark without prior written approval.

8.13 **Applicable Law.** For conflict of law purposes, or in the event of a dispute, the laws of the State of Florida shall apply in interpreting the terms of this Agreement. Each party shall be responsible for their own attorney's fees and costs.

8.14 **Venue.** All actions regarding this Agreement shall be in a court of competent subject matter jurisdiction, in Pasco County, Florida, or the Middle District Court of Florida, located in Tampa, Florida.

8.15 **Sovereign Immunity.** Nothing in this Agreement shall be construed in any way to waive the sovereign immunity of the PSO under Section 768.28, Florida Statutes.

8.16 **Public Records.** Hospital agrees to comply with Chapter 119, Florida Statutes, and specifically per Florida Statute 119.0701: (a) Hospital agrees to keep and maintain public records that would be required by the Pasco Sheriff's Office in order to perform the services provided for in this Agreement; (b) Hospital agrees to provide public access to any required public records in the same manner as a public agency; (c) Hospital agrees to protect exempt or confidential records from disclosure; (d) Hospital agrees to meet public records retention requirement; and (e) Hospital agrees that at the end of term of this Agreement, to transfer all public records to the Sheriff's Office and destroy any duplicate exempt or confidential public records. Under this section 8.14, "public records" shall be as defined under F.S. 119.011(12). "Public records" shall specifically not include

confidential personal health information protected under the Health Insurance Portability and Accountability Act.

HOSPITAL MUST CONTACT THE PASCO SHERIFF'S OFFICE PUBLIC RECORDS CUSTODIAN WITH ANY QUESTIONS REGARDING HOSPITAL'S DUTIES TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT. THE PASCO SHERIFF'S OFFICE PUBLIC RECORDS CUSTODIAN CONTACT INFORMATION FOR THIS CONTRACT IS:

CAPTAIN JUSTIN WETHERINGTON
20101 CENTRAL BLVD
LAND O'LAKES, FL 34637
TEL: 813-235-6004
jwetherington@pascosheriff.org

8.17 Funding Sources. Both parties acknowledge that performance of this Agreement and payment to Hospital for Health Care Services rendered pursuant to this Agreement is predicated on the continued annual appropriations by the Pasco County Board of County Commissioners to the Sheriff of Pasco County with specific funds allocated to meet the medical needs of the inmates in the PSO's custody and the PSO's ability to perform under this Agreement. PSO shall notify Hospital immediately if and when PSO becomes aware that the funding and appropriations sufficient to meet its obligations under this Agreement has been terminated. Upon such notification, Hospital shall have the option to terminate this Agreement immediately.

8.18 HIPAA Compliance. Both parties shall comply with all applicable Health Insurance Portability and Accountability Act of 1996 (HIPAA) requirements relating to the health services rendered pursuant to this Agreement. Both parties agree that HIPAA does not apply to the open exchange of Patients' medical information between PSO, its agents and employees and Hospital and its agents and employees. Notwithstanding, both parties acknowledge that such medical information shall only be disseminated to third parties in explicit compliance with applicable HIPAA regulations.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the Effective Date.

PSO




Signature

Chris Nocco
Printed Name

Pasco Sheriff
Title

Date: 10/15/19

Hospital



Signature

TIM BURROUGHS
Printed Name

VICE PRESIDENT
Title

Date: 9-20-18

TIN: 62-1113740

NPI: 1992759419

**EXHIBIT I
COMPENSATION**

<p>All Physician Services are EXCLUDED from the below rate structure. In the event Hospital Billed Charges are less than the contract rates set forth in this Exhibit, Hospital shall be paid by PSO the contract rates. PPO, Commercial, Workers Comp, Medicare Advantage (including Dual Eligibles), Indemnity, Auto Medical Products, any "Healthcare Exchange" products as contemplated under the Affordable Care Act, and All Physician Services are EXCLUDED from this rate structure.</p>			
		Rate	Legend
LINE	INPATIENT		
1	100% APR-DRG	100% of the then current State's FINAL Published APR-DRG allowable including adjusters, outliers, IGT's, and other payable add on's.	APR-DRG
2	OUTPATIENT		
3	100% Outpatient Reimbursement	100% of the then current State's FINAL Published Outpatient rates including but not limited to any buy ups/buy back/IGT adjustment amounts (UPL), and all applicable adjusters. References to County rates are not applicable.	
<p>Rate Updates: PSO will implement and prospectively apply changes to PSO's Medicaid rate schedules based on AHCA's rate changes (a) on AHCA's effective date, if AHCA publishes the rate change at least 30 days prior to AHCA's effective date, or (b) no more than 30 days after the date AHCA publishes the rate change, if the publication date is less than 30 days before or after AHCA's effective date. PSO will not retrospectively apply increases or decreases to PSO's Medicaid rate schedule to any claims that have already been paid.</p>			
<p>LEGEND: APR-DRG - The then current APR - DRG Allowable including adjusters, outliers, IGT's, and other payable add on's</p>			