

AMBULANCE SERVICES AGREEMENT

THIS AMBULANCE SERVICES AGREEMENT (this “Agreement”) is made and entered into this 30th day of August, 2024 (the “Effective Date”) by and between **COMMUNITY HOSPICE OF NORTHEAST FLORIDA, INC.**, a Florida not-for-profit corporation (“Hospice”), and **ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS** (“Provider”).

RECITALS

A. Hospice is a not-for-profit Florida corporation engaged in the provision of interdisciplinary services for the management of terminal illness and other palliative care. Hospice is licensed, pursuant to Chapter 400, Part IV, Florida Statutes, to operate a hospice program in the State of Florida, including Alachua, Baker, Bradford, Clay, Columbia, Dixie, Duval, Gilchrist, Hamilton, Lafayette, Levy, Nassau, Putnam, St. Johns, Suwannee, and Union counties. Hospice is certified to participate in the Medicare and Medicaid programs.

B. Clients of Hospice are eligible for hospice services pursuant to Hospice’s eligibility criteria, have elected to receive hospice program benefits, and have been accepted by Hospice to receive hospice services (“Hospice Patients”).

C. Provider is a provider of emergency medical transportation. Provider is licensed, pursuant to Chapter 401, Florida Statutes, to operate as an Advanced Life Support Service in the State of Florida. Provider is certified to participate in the Medicare and Medicaid programs.

D. Provider and Hospice resolve billing for services that predate this Agreement and set the conditions for billing as of the Effective Date of this Agreement.

E. The parties have mutually agreed upon a payment amount of Six Thousand Three Hundred Eighteen Dollars and 85/100 (\$6,318.85) to settle any and all invoices outstanding between the parties hereto prior to the Effective Date of this Agreement, with such payment to be made within thirty (30) days of the execution of this Agreement to satisfy any and all amounts payable between the parties prior to the Effective Date of this Agreement.

AGREEMENTS

In consideration of the promises and mutual covenants set forth herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Responsibilities of Provider.

(a) Provision of Services. At the request of an authorized Hospice staff member, Provider shall provide advanced life support ambulance services and basic life support ambulance services (“Services”). Services shall be provided in a safe and effective manner, by qualified personnel and only when authorized by Hospice, and Hospice will notify Provider if

Services are not related to the terminal diagnosis or part of the plan of care. For services ordered by Hospice, this will be communicated at the time of service and for services for Hospice patients ordered by non-Hospice entities, this will be communicated as soon as reasonably practicable.

(b) Supplies and Equipment. Provider shall provide, properly maintain, and services all supplies, equipment, and vehicles required for the provision of Services.

(c) Professional Standards and Credentials.

(i) Professional Standards. Provider shall ensure that all Services are provided in a safe and effective manner by qualified personnel. Services shall meet or exceed the current standards for providers of such Services and shall be in compliance with all applicable laws, rules, regulations, professional standards, and licensure requirements, including those relating to patient health and safety.

(ii) Licensure. Provider represents and warrants that it has and will maintain in good standing during the term of this Agreement all federal, state, and local licenses, registrations, and certifications required by law to provide Services. Upon Hospice's request, Provider shall provide Hospice with evidence of such licenses, registrations, and certifications.

(iii) Qualifications of Personnel. Provider represents and warrants that personnel providing Services: [a] are duly licensed, credentialed, certified, and/or registered as required under applicable state laws; and [b] possess the education, skills, training and other qualifications necessary to provide Services.

(iv) Personnel with Patient Contact or Access to Patient Records. For all personnel who have direct contact with Hospice Patients or access to Hospice Patients' records, Provider represents and warrants that it possesses proof of pre-employment screening to include a TB skin test, professional references and criminal background checks. Criminal background checks must be obtained in accordance with State requirements. In the absence of State requirements, at a minimum, criminal background checks must be obtained for all states that the individual has lived or worked in the past three (3) years.

(v) Disciplinary Action. Provider represents and warrants that neither it nor any of its personnel is under suspension or subject to any disciplinary proceedings by any agency having jurisdiction over professional activities of Provider or its personnel, which impact patient care or licensure, and is not under any formal or informal investigation or preliminary inquiry by such department or agency for possible disciplinary action.

(vi) Exclusion from Medicare or Medicaid. Provider represents and warrants that neither Provider nor its personnel has been, at any time, convicted of, or indicted for, a crime related to health care or listed by a federal agency as debarred, excluded, or otherwise ineligible for participation in any federally funded health care program including, without limitation, Medicare or Medicaid.

(d) Quality Assessment and Performance Improvement Activities and Compliance and Ethics Program. Provider shall cooperate with Hospice in its hospice-wide

quality assessment and performance improvement activities. Components of the quality assessment and performance improvement program include: (i) data collection; (ii) reporting adverse patient events, analyzing their causes, and implementing preventive actions and mechanisms; and (iii) taking actions to improve performance. Third party payors may also impose their own utilization management or quality assurance requirements which Provider must meet. Cooperating in such activities shall not constitute a waiver of any legal privileges or rights that may apply to the information that is shared. Hospice shall maintain the confidentiality of such information in whatever form it is provided. Additionally, Provider shall actively participate in and cooperate with Hospice's Compliance and Ethics Program, including investigations and proactive documentation and educational efforts. Hospice's Compliance and Ethics Program intends to: create and maintain a culture of compliance that encourages the prevention, detection, reporting, and elimination of any errors, waste, abuse, or fraud; ensure Hospice and any Hospice line of business complies with all applicable laws and regulations; establish reasonable and effective information gathering and reporting systems to support compliance; and promote quality of care and the delivery of cost effective, efficient program services.

(e) Hospice Education. Provider shall incorporate into its orientation of staff, the educational materials provided by Hospice related to the hospice philosophy, Hospice's policies and procedures, related to, but not limited to, methods of comfort, pain control, symptom management, and Patient Rights and Responsibilities, which are attached hereto as Exhibit A. In addition, Provider shall educate its current personnel responsible for providing Services under this Agreement, by providing copies of the attached educational materials via inservice training with sign-in sheets. Provider shall maintain sign-in sheets as proof that the educational materials were provided. If during any survey of Hospice, it is requested that Hospice present proof of Provider's training of its personnel, Provider will provide such sign-in sheets to Hospice, upon Hospice's request. Provider agrees to cooperate with Hospice in its requirements of providing proper training pursuant to 42 C.F.R. §§ 418.100(g) and 418.60(c) as determined by Provider and Hospice.

(f) Cooperation with Complaints. In the event of any complaint filed by or with respect to a Hospice Patient receiving Services, or any investigation initiated by any governmental agency, or any litigation commenced against Hospice, Provider shall fully cooperate with Hospice in an effort to respond to and resolve the same in a timely and effective manner. Provider shall also cooperate fully with any insurance company providing protection to Hospice in connection with investigations. In this connection, Provider shall notify Hospice promptly of any inquiries, claims and investigations, and cooperate fully with the directions of Hospice with respect thereto.

2. Responsibilities of Hospice.

(a) Professional Management Responsibility. Hospice shall retain professional management responsibility as the care provider to all Hospice Patients and family units, pursuant to the Medicare Conditions of Participation for Hospice Care and state and local laws and regulations. This includes admission and/or discharge of patients, patient and family assessments, reassessments, establishment of Hospice Patient's plan of care, authorization of all Services, and management of the care through interdisciplinary team meetings.

(b) Coordination and Evaluation. Hospice shall retain responsibility for coordinating, evaluating, and administering the hospice program, as well as for ensuring the continuity of care of Hospice Patients, which shall include provision of Services. Methods used for evaluation may include: (i) periodic supervisory visits; (ii) review of the qualifications of personnel providing Services; (iii) review of documentation; (iv) evaluation of the response of Hospice Patient to the plan of care; (v) discussion with Hospice Patient and his or her caregivers; (vi) patient evaluation surveys; and (vii) quality improvement data.

(c) Hospice Education. Hospice shall provide Provider with educational materials related to the hospice philosophy, Hospice's policies and procedures, related to, but not limited to, methods of comfort, pain control, symptom management, and Patient Rights and Responsibilities, which are attached hereto as Exhibit A.

(d) Designation of Hospice Representative. For each Hospice Patient, Hospice shall designate a registered nurse, who shall be responsible for coordinating, supervising and/or evaluating Services provided to a Hospice Patient pursuant to this Agreement. A Hospice representative shall be available on a twenty-four (24) hour per day, seven (7) days per week basis for consultation with Provider concerning such Hospice Patient's plan of care. Further, the hospice representative shall be responsible for communicating with Provider to ensure quality of care for Hospice Patients and their families.

3. Billing and Reimbursement.

(a) Billing. Within one hundred eighty (180) days of providing Services, Provider shall submit to Hospice, on forms acceptable to Hospice, accurate and complete billing statements for Services provided to Hospice Patients. Such billing statements shall include information usually provided to third-party payors to verify Services and charges including, but not limited to: (i) the name of the Hospice Patient; (ii) a description of the Services provided; (iii) the date Services were provided; (iv) the total charges to Hospice for each Hospice Patient; and (v) any other information requested by Hospice.

(b) Reimbursement. Payment for Services provided to Hospice Patients shall be reimbursed in accordance with the Ambulance Fee & Reimbursement Schedule attached hereto as Exhibit B. The parties have each independently determined and acknowledge that this reimbursement represents, and is within the range of, fair market value for similar services in Provider's and Hospice's service areas, and does not take into account the volume or value of referrals.

(c) Timely Submission of Billing and Payment. Any billing statements received by Hospice more than one hundred eighty (180) days after the date of service will be returned to and are the responsibility of Provider. Unless Hospice disputes any amounts shown on the statement in writing within forty-five (45) days from the date of receipt by Hospice, Hospice shall pay Provider within forty-five (45) days after receipt of a final and complete billing statement.

(d) Final Payment. Payment by Hospice shall be considered final, unless Provider disputes such payment in writing within sixty (60) days following receipt of such payment.

(e) Non-Authorized Services. Hospice shall bear no financial responsibility, obligation, or other liability to reimburse Provider for any charges, costs, expenses, or other fees for Services provided to Hospice Patients which were not authorized by Hospice.

(f) Disputes. If either party disputes any amounts billed or paid pursuant to this Agreement, the parties shall work together to resolve such dispute as expeditiously as possible. If the dispute cannot be resolved by the parties within ninety (90) days from the date of written notice of the dispute, the parties agree that such dispute shall be submitted to mediation which may be held using computer technology, if such computer technology is agreeable to the mediator. The mediator shall be mutually agreeable to all parties hereto. Judgment upon the award rendered by the mediator may be entered by any court having jurisdiction thereof and the parties shall bear their respective costs in connection with the dispute resolution procedures described above, except that the parties shall share equally the fees and expenses of any neutral third party or mediator and the costs of any facility used in connection with such dispute resolution procedures.

4. Insurance. Each party shall obtain and maintain, at each party's sole cost and expense, appropriate professional liability, commercial general liability, workers' compensation and employer's liability, and comprehensive auto liability insurance coverage in accordance with the minimum amounts required by applicable federal and state laws and regulations. Either party may request evidence of insurance from the other party and such other party shall provide such evidence to the requesting party in a timely manner. Each party shall ensure that the other party receives at least thirty (30) days' notice prior to the termination of any insurance policy required by this Agreement.

5. Documentation.

(a) Documentation Requirement for Providers. Provider shall as timely as possible provide Hospice copies of all documentation relating to Services provided under this Agreement.

(b) Access by Hospice. Provider shall, upon reasonable request from Hospice, provide photocopies of records maintained by Provider relating to the provision of Services, including, but not limited to, patient records, billing records, and payment records. This section shall survive the expiration or termination of this Agreement.

(c) Provider Recordkeeping and Retention. Provider shall maintain complete and detailed records concerning each Hospice Patient receiving Services under this Agreement in accordance with prudent recordkeeping procedures and as required by applicable federal and state laws and regulations and Medicare and Medicaid program guidelines. Provider shall retain such records for seven (7) years from the date of discharge of each Hospice Patient or such greater time period as required by applicable federal and state law. In the case of a Hospice Patient who is a minor, the seven (7) year period shall begin on the date the minor Hospice

Patient reaches, or would have reached, the age of majority. Each record shall completely, promptly, and accurately document all Services provided to, and events concerning, each Hospice Patient. Each record shall document that the specified Services are furnished in accordance with this Agreement and shall be readily accessible and systemically organized to facilitate retrieval by either party. Provider shall cause each entry made for Services provided to be signed and dated by the person providing such Services. This section shall survive the expiration or termination of this Agreement.

(d) HIPAA Requirements. Hospice and Provider both acknowledge that under this Agreement they are Covered Entities (as defined by HIPAA) operating independently of the other and both agree to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d (“HIPAA”) and any current and future regulations promulgated thereunder including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the “Federal Privacy Regulations”), and the Federal Security Standards contained in 45 C.F.R. Part 162 (the “Federal Security Regulations”), and the Federal Standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as “HIPAA Requirements”. Provider agrees not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. §164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. §1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement. This section shall survive the expiration or termination of this Agreement.

(e) Inspection by Government. To the extent required by Section 1861(v)(1)(I) of the Social Security Act, 42 U.S.C. § 1395x(v)(1)(I) (“Section 1861”), until the expiration of four (4) years after the furnishing of any Services provided under this Agreement, Provider shall make available, upon written request by the Secretary of the U.S. Department of Health and Human Services (the “Secretary”) or by the U.S. Comptroller General (the “Comptroller General”), or by their respective duly authorized representatives, this Agreement and all books, documents and records of Provider that are necessary to certify the nature and extent of the costs of such Services. If Provider carries out the duties of this Agreement through a permitted subcontract worth \$10,000 or more over a twelve (12) month period with a related organization, to the extent required by Section 1861, such subcontract also shall contain an access clause to permit access by the Secretary, the Comptroller General, and their respective duly authorized representatives to the related organization’s books, documents and records. This section shall survive the expiration or termination of this Agreement.

(f) Destruction of Records. Provider shall take reasonable precautions to safeguard records against loss, destruction, and unauthorized disclosure. This section shall survive the expiration or termination of this Agreement.

6. Confidentiality of Proprietary Information. Neither party shall disclose to any third party, including, without limitation, any individual, corporation, partnership, joint venture, sole proprietorship, or other business entity: the names, addresses, or any other information relating to any Hospice patient except as permitted by state or federal law; or any proprietary information of the other party. Notwithstanding anything in this section to the contrary, this section shall not apply to: (a) information which is in the public domain or enters the public domain through no fault of the applicable party; (b) information known by the applicable party

prior to commencement of the discussion between the parties that resulted in execution of this agreement; (c) information rightfully disclosed to the applicable party by a third party without continuing restrictions on its use; or (d) disclosure of information as may be required by law provided that the disclosing party gives the other party a reasonable opportunity to intervene to obtain a protective order to, or to otherwise lawfully, prevent such disclosure from being required. This section shall survive the expiration or termination of this Agreement.

7. Term and Termination.

(a) Term. This Agreement shall have an initial term of one (1) year beginning on the Effective Date ("Initial Term") and shall automatically renew for successive one (1) year terms, unless sooner terminated as provided below.

(b) Termination.

(i) Termination Without Cause. This Agreement may be terminated by either party for any reason by providing at least ninety (90) days' prior written notice to the other party.

(ii) Termination by Mutual Written Agreement. This Agreement may terminate at any time upon written agreement of the parties.

(iii) Termination for Cause. Either party may terminate this Agreement upon thirty (30) days' prior written notice to the other party, if the other party materially breaches this Agreement and fails to cure such breach within such thirty (30) day period.

(iv) Termination Due to Change in Law. In the event there are substantial changes or clarifications to any applicable laws, rules or regulations that materially affect, in the opinion of either party's legal counsel, any party's right to reimbursement from third party payors or any other legal right of any party to this Agreement, the affected party may, by written notice to the other party, propose such modifications to this Agreement as may be necessary to comply with such change or clarification. Upon receipt of such notice, the parties shall engage in good faith negotiations regarding any appropriate modifications to this Agreement. If such notice is given and the parties are unable within sixty (60) days thereafter to agree to appropriate modifications to this Agreement, either party may terminate this Agreement by providing at least thirty (30) days' notice to the other party.

(v) Immediate Termination. Notwithstanding the above, Hospice may terminate this Agreement immediately, upon notice to Provider, in any of the following circumstances:

[a] Failure to Possess Qualifications. Provider or its personnel are excluded from any federal health program (including the revocation, suspension or restriction of Provider's eligibility to participate in Medicare or Medicaid or to receive Medicare or Medicaid reimbursement) or no longer possess the necessary qualifications, certifications, and/or licenses required by federal, state, and/or local laws to provide Services.

[b] Failure to Have Insurance. Provider ceases to maintain insurance required under this Agreement.

[c] Threats to Health, Safety or Welfare. Provider fails to perform its duties under this Agreement and Hospice determines in its full discretion that such failure threatens the health, safety, or welfare of any patient.

[d] Commission of Misconduct. Provider commits an act of misconduct, fraud, dishonesty, misrepresentation, or moral turpitude involving Hospice or its patients.

[e] Other Omissions. Any other action or omission of Provider that Hospice deems to have a material adverse effect on the interests of Hospice.

(c) Effect of Termination on Availability of Services. In the event this Agreement is terminated, Provider shall work with Hospice in coordinating the continuation of Services to existing Hospice Patients and shall continue to provide Services to Hospice Patients after this Agreement is terminated, if Hospice determines that removing Services would be detrimental to Hospice Patients. This section shall survive the expiration or termination of this Agreement.

8. Notification of Material Events. Provider shall immediately notify Hospice of:

(a) Business Address Change. Any change in business address.

(b) Licensure Actions. The commencement of any action on licenses, permits, or other legal authorizations including, but not limited to, any sanctions, intermediate or otherwise, administrative or judicial fines, penalties, investigations or reports of action by federal or state officials against Provider or its personnel.

(c) Exclusion. Provider represents and warrants that neither Provider nor any of Provider's personnel have been, at any time, convicted of, or indicted for, a crime related to health care or listed by a federal agency as debarred, excluded, or otherwise ineligible for participation in any federally funded health care program including, without limitation, Medicare or Medicaid. Provider further represents and warrants that neither Provider nor any of Provider's personnel have at any time been on the U.S. Department of Health and Human Services, Office of Inspector General's (HHS-OIG) List of Excluded Individuals and Entities (LEIE) or on the System for Award Management (SAM) list. Provider will conduct monthly searches of the LEIE and SAM to ensure Provider and Provider's personnel are not on the LEIE or the SAM list. If at any time Provider or any of Provider's personnel are on the LEIE or the SAM list, Provider will immediately notify Hospice. Provider will immediately remove any of Provider's personnel who may be on the LEIE or SAM list and will not allow such personnel to provide Services under this Agreement.

(d) Insurance. The cancellation or modification of any of the insurance coverage Provider is required to have under this Agreement.

(e) Violations Involving Mistreatment, Neglect or Abuse. All alleged violations involving mistreatment, neglect, or verbal, mental, sexual, and physical abuse, including injuries of unknown source, and misappropriation of patient property by anyone furnishing Services on behalf of Hospice, to the extent that Provider or Provider's personnel has knowledge of such events.

(f) Patient Grievances. A Hospice Patient's grievance regarding treatment or care that is (or fails to be) furnished and the lack of respect for property by anyone who is furnishing Services on behalf of Hospice.

9. Nondiscrimination. The parties agree that in the performance of this Agreement they will comply with Title VI of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to regulations of the U.S. Department of Health and Human Services (45 C.F.R. Part 80) issued pursuant to that Title, to the end that, no person in the United States shall, on the grounds of race, sex, age, religion, or national origin be excluded from participation in, be denied for benefits of, or be otherwise subjected to discrimination under any program or activity for which federal funds are used in support of any party's activities.

10. Independent Contractor. In performing obligations discussed herein, Hospice and Provider shall each be, and at all times are, acting and performing as an independent contractor, and neither Hospice nor Provider, nor any of their employees or agents, shall be considered employees of the other. It is agreed and acknowledged by the parties that, as an independent contractor, each retains the right to contract with and provide Services to other entities and individuals and nothing in this Agreement shall be interpreted as limiting or restricting in any way a party's right to do so. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto, and nothing herein shall authorize either party to act as agent for the other, except to the extent herein provided. Each party shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes and benefits with respect to its respective employees and agents. Neither Hospice nor any Hospice staff shall be subject to any Provider policies. Neither party, nor any of their respective employees or agents, shall be eligible for any employee benefit plan offered by the other.

11. Use of Name or Marks. Neither Hospice nor Provider shall have the right to use the name, symbols, trademarks, or service marks of the other party in advertising or promotional materials or otherwise without receiving the prior written approval of such other party; provided, however, that one party may use the name, symbols, or marks of the other party in written materials previously approved by the other party for the purpose of informing prospective Hospice Patients and attending physicians of the availability of the Services described in this Agreement.

12. Miscellaneous Provisions.

(a) Amendment. No alteration, amendment, modification, or discharge of this Agreement, and no waiver hereunder, shall be valid or binding unless set forth in writing and duly executed by the parties hereto.

(b) Severability. This Agreement is severable, and in the event that any one or more of the provisions hereof shall be deemed invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

(c) Headings. The descriptive headings in this Agreement are for convenience only and shall not affect the construction of this Agreement.

(d) Governing Law. This Agreement, the rights and obligations of the parties hereto, and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of the State of Florida.

(e) Nonassignability. This Agreement shall not be assignable, in whole or in part, by either party without the prior written consent of the other party hereto.

(f) Waiver. The waiver by either party of a breach or violation of any provision in this Agreement shall not operate or be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any such provisions, rights, or privileges hereunder.

(g) Binding Effect. Subject to the provisions hereof restricting assignment, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

(h) No Third-Party Beneficiaries. Except as expressly provided elsewhere herein, nothing in this Agreement is intended to be construed or be deemed to create any rights or remedies in any third party.

(i) Force Majeure. In the event that either party's business or operations are substantially interrupted by acts of war, fire, labor strike, insurrection, riots, earthquakes, or other acts of nature of any cause that is not that party's fault or is beyond that party's reasonable control, then that party shall be relieved of its obligations only as to those affected operations and only as to those affected portions of this Agreement for the duration of such interruption.

(j) Nonexclusive Agreement. This Agreement is intended to be nonexclusive, and either party may use any provider for the same or similar Services.

(k) Counterparts. This Agreement may be executed in any number of counterparts, all of which together shall constitute one and the same instrument.

(l) Notices. All notices or other communications which may be or are required to be given, served, or sent by any party to the other party pursuant to this Agreement shall be in writing, addressed as set forth below, and shall be mailed by first-class, registered, or certified mail, return receipt requested, postage prepaid, or transmitted by hand delivery or facsimile. Such notice or other communication shall be deemed sufficiently given or received for all purposes at such time as it is delivered to the addressee (with the return receipt, the delivery receipt, the affidavit or messenger or the answer back being deemed conclusive evidence of such delivery) or at such time as delivery is refused by the addressee upon

presentation. Each party may designate by notice in writing a new address to which any notice or communication may thereafter be so given, served, or sent.

IF TO HOSPICE:

Community Hospice of Northeast Florida, Inc.
4266 Sunbeam Road, Jacksonville, Florida 32257
Attn: Phillip C. Ward, President and Chief Executive Officer
Email: PWard@communityhospice.com

WITH A COPY TO:

Community Hospice of Northeast Florida, Inc.
4266 Sunbeam Road, Jacksonville, Florida 32257
Attn: Bonnie Overbey, Director of Legal & Regulatory Compliance
Email: Bonnie.Overbey@aliviacare.com

IF TO PROVIDER:

Alachua County Fire Rescue
911 SE 5th Street, Gainesville, Florida 32601
Attn: _____
Email: _____

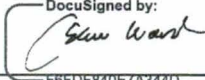
(m) Entire Agreement. This Agreement, including all Exhibits, Schedules or Attachments hereto, constitutes the entire agreement between the parties hereto, with respect to the subject matter hereof, and supersedes all prior oral or written agreements, commitments or understandings with respect to the matters provided for herein. All prior contracts, implied, written and/or oral are superseded and replaced in their entirety with this Agreement and shall be of no further force or effect including, without limitation, any ongoing obligations of performance thereunder.

(n) Survivability. The following provisions, including but not limited to, Sections 4(b), 5, 6, and 7(c), shall survive any expiration or termination of this Agreement.

[The rest of this page is intentionally blank. Signatures follow on the next page.]

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement, or have caused this Agreement to be duly executed on their behalf.

**COMMUNITY HOSPICE OF NORTHEAST
FLORIDA, INC.**

DocuSigned by:

By: _____
Print Name: Phillip C. Ward
Title: President and Chief Executive Officer
Date: 1/23/2025

**ALACHUA COUNTY BOARD OF COUNTY
COMMISSIONERS**

By: _____
Print Name: _____
Title: _____
Date: _____



Orientation Guidelines When Caring for a Community Hospice Patient

This information reflects Community Hospice policies and procedures, and is offered to help you understand how hospice care is coordinated with routine care at your facility. Information is also meant to clarify hospice and facility roles for patient and family care at end-of-life.

Who is eligible for hospice services and when is it time?

National Hospice data (2007) indicate that 80% of those who use hospice services are 65 years or older. A significant percentage of patients at your facility may be approaching end-of-life, and eligible for hospice care. Hospice care is available to anyone who meets the following criteria:

- Condition is determined to be life-limiting by a physician, **and**
- Prognosis is estimated to be 6 months or less, **and**
- Patient/family chooses treatment goals directed toward symptom relief rather than cure.

What is a hospice philosophy of care and why is it so special?

Hospice is not a place, a building, or a single organization. The hospice philosophy of caring is meant to provide comfort to anyone with a life-limiting illness, as well as their family and friends. Essential principles are as follows:

- Patients have the right to die in comfort (pain-free) and with dignity
- Care is focused on comfort and caring, not curing
- Individualized care is designed to meet the physical, psychological, social and spiritual needs of terminally ill patients and their families.
 - Core members on the hospice team include a hospice medical director, hospice nurse, social service professional, and a spiritual counselor. Hospice aides and trained volunteers are additional available resources based on identified patient needs.
 - Hospice team members collaborate with each other AND your facility staff to achieve patient and family goals at end-of-life.



What comfort measures are usually provided in hospice care?

Choosing hospice or "comfort measures only" does not mean care or treatment stops - it means that a variety of measures are offered to enhance remaining quality of life. Measures include medications, treatments, counseling, and supportive presence to help resolve distressing issues. Examples of typical comfort medications include oxygen to help a patient breathe easier or pain medication to ease the hurting. Comforting treatments include bathing and changing of bed linens. Examples of emotional and spiritual comfort might include bringing family members together, guiding discussions about dying, or spending time in prayer. When your patient is enrolled in Community Hospice, we work with your facility staff to provide needed comfort measures related to the primary hospice diagnosis at end-of-life.

How does hospice care approach symptom relief?

Since hospice care is all about making someone as comfortable as possible, distressing symptoms need to be minimized. Medications and non-drug approaches are both used to help with patient/family physical, emotional, and spiritual concerns.

For example, a patient who seems to be very anxious might benefit from a combination of medication and lavender scented oil. Another example, someone who is weak or has difficulty moving might benefit from specialty equipment to support positioning.

How does hospice care approach pain management?

Pain and discomfort keep a patient from eating, sleeping, or moving around. Living with pain is uncomfortable, and prevents the patient from enjoying activities or visits with family and friends. Each patient has the right to have any pain assessed and managed to the best of our ability. See hospice-patient rights and responsibilities information for a more complete description of all hospice-patient rights.

Facility staff or family members will be asked to report how much pain the patient seems to be having when a hospice nurse is not there. It is important to use a pain scale instead of guessing, and Community Hospice uses three pain scales (see accompanying pain scale information).



Community Hospice uses World Health Organization (WHO) Guidelines to make decisions regarding pain control. These pain management guidelines are summarized below:

- When pain continues "around the clock", pain medicine must also be given "around the clock" to be effective and give continued relief.
- The easiest and safest method for giving pain medication is "by the mouth". Other methods are used as needed.
- Pain medication is ordered "by the ladder", meaning that some medications are best used for mild to moderate pain while "stronger" medications are used for very intense pain.

What are expected changes when a patient enters the dying process?

When a person enters the final stages of the dying process, the physical body begins to shut down, the emotions turn inward, and spiritual awareness expands. These are some of the changes you might expect:

Physical changes as the body begins to shut down:

- Fluid and food intake naturally decreases because the body is no longer able to digest and absorb what is swallowed. Forcing food or fluids makes the person uncomfortable.
- Urine output naturally decreases because of the decreased fluid intake; bowel activity naturally decreases because of decreased food intake and little activity.
- Urine or bowel incontinence happens as the patient loses control of the bladder or bowels.
- Sleeping and drowsiness increase because of changes in metabolism. Usually the patient can be easily awakened, but then prefers to drift back to rest. It is said that dying takes a lot of energy - a dying person needs more rest as they are closer to death.
- Restlessness, fidgeting, tossing and turning are expected when someone is close to death. It might be because of poor oxygenation - it isn't always because the person is uncomfortable.
- Fever sometimes happens due to changes in metabolism. The fever is usually not because of any infection.



- Congestion in the lungs is common because the patient is too weak to cough and take deep breaths. Forcing fluid intake, especially IV fluids, only worsens this problem.
- Breathing patterns change and become uncoordinated and ineffective. These changes almost always happen before someone dies.
- Skin coolness and discoloration usually occur in hands, feet, knees and elbows before affecting the entire body. These changes are because of poor circulation.

Emotional, spiritual, and mental changes as the patient prepares for dying:

- Most people seem to withdraw from surroundings and relationships as they prepare for death. They appear to be unresponsive or in a comatose-like state, but they might be very active mentally - focusing on past experiences, meaningful relationships, or anticipated spiritual changes.
- Disorientation and confusion is expected. This might be due to poor oxygenation or altered metabolism, or it might be due to dreaming. When dreaming, someone is often a little disoriented or confused when first waking up. For example, imagine that you are dreaming about being a young child and being with your mother. Then you wake up and your granddaughter is at your side - and she looks a lot like your mother did when you were a child. Can you see how this could be confusing?
- Vision-like experiences can be expected. The dying person might claim to have seen or spoken to others who have already died. Some explain these experiences as physically related to drugs, lack of oxygen, or due to disease changes. Others explain these experiences as a spiritual journey, detaching from this life and preparing for the next life.
- Fear and anxiety. Everyone has some fears related to death: fear of the unknown, fear of consequences, fear of losing control and leaving responsibilities to others, and sometimes just a free-floating fear that has no explanation. One of the best responses to these types of fear is to speak softly, or simply be there.
- Resolving buried or unwanted emotions. All of us tend to ignore unwanted emotions during our lifetimes but that doesn't mean they go away. Part of the natural preparation for death includes bringing up these issues and trying to resolve them. For example, a patient might want to forgive or be forgiven.



- Giving permission and saying goodbye. Dying people often try to hold on to life, even when it brings prolonged discomfort, until those who are going to be left behind assure them that they will be okay. When a dying person is ready to die, he/she wants to say goodbye and leave on loving terms. Saying "I love you," "I am sorry," "I forgive you," or "Thank you" often brings the closure that is needed before death. One of the greatest gifts you can give to the dying person is to say goodbye and offer assurance that those remaining will be okay.



NOTICE OF PATIENT RIGHTS AND RESPONSIBILITIES

**PURSUANT TO 42 CFR §418.52
PATIENT AND FAMILY GUIDELINES — RIGHTS AND RESPONSIBILITIES**

The patient/family has the right to:

- To exercise his/her rights as a patient of the hospice without discrimination on the basis of race, religion, age, gender, national origin, sexual orientation, marital status, disability, veteran status, diagnosis, cost of therapy, ability to pay, or life circumstances.
- Be involved in developing his/her hospice plan of care.
- Make informed decisions regarding care or services.
- Accept or refuse care or treatment and be informed of potential results and/or risks.
- Formulate, at the individual's option, advance directives.
- Have complaints heard and reviewed.
- Confidentiality in accordance with state and federal regulations.
- Have his/her property and person treated with respect.
- Receive effective pain management and symptom control for conditions related to the hospice diagnosis.
- Choose his/her attending physician.
- Be free from mistreatment, neglect, or verbal, mental, sexual, and physical abuse, including injuries of unknown source.
- Receive information about the services covered under the hospice benefit.
- Receive information about the scope of services that the hospice will provide and specific limitations on those services.

The patient/family assumes the responsibility for:

- Providing daily physical and emotional support.
- Performing all agreed upon procedures of care according to stated guidelines.
- Following the prescribed procedures for contacting Community Hospice & Palliative Care for assistance.
- Contacting Community Hospice & Palliative Care when admission to a hospital is pending.
- Informing Community Hospice & Palliative Care when unavailable for visits.
- Participating in and complying with the hospice plan of care.
- Helping your hospice care team assess your pain and working with them to develop an effective pain management and symptom

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control plan.

- Informing your hospice care team about any concerns, complaints or questions regarding needs and/or services being provided by Community Hospice & Palliative Care.

To report a complaint regarding your patient rights or the services you receive, please call Community Hospice & Palliative Care 904-407-7097 or Agency for Health Care Administration 888-419-3456.

To report abuse, neglect, or exploitation, please call Community Hospice & Palliative Care 904-407-7097 or Agency for Health Care Administration 888-419-3456.

NOTICE OF PATIENT RIGHTS AND RESPONSIBILITIES

PURSUANT TO FS 381.026

SUMMARY OF THE FLORIDA PATIENT'S BILL OF RIGHTS AND RESPONSIBILITIES

Florida law/FS 381.026 requires that health care provider or health care facility recognize your rights while you are receiving medical care and that you respect the health care provider's or health care facility's right to expect certain behavior on the part of patients. You may request a copy of the full text of this law from your health care provider or health care facility. A summary of your rights and responsibilities follows:

RIGHTS:

A patient has the right to be treated with courtesy and respect, with appreciation of his/her individual dignity, and with protection of his/her need for privacy.

A patient has the right to a prompt and reasonable response to questions and requests.

A patient has the right to know who is providing medical services and who is responsible for his/her care.

A patient has the right to know what patient support services are available, including whether an interpreter is available if he or she does not speak English.

A patient has the right to bring any person of his/her choosing while the patient is receiving treatment or is consulting with his/her health care provider, unless doing so would risk the safety or health of the patient, other patients, or staff of the facility or cannot be reasonably accommodated by the facility.

A patient has the right to know what rules and regulations apply to his or her conduct.

A patient has the right to be given by the health care provider information concerning diagnosis, planned course of treatment, alternatives, risks, and prognosis.

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A patient has the right to refuse any treatment, except as otherwise provided by law.

A patient has the right to be given, upon request, full information and necessary counseling on the availability of known financial resources for his or her care.

A patient who is eligible for Medicare has the right to know, upon request and in advance of treatment, whether the health care provider or health care facility accepts the Medicare assignment rate.

A patient has the right to receive, upon request, prior to treatment, a reasonable estimate of charges for medical care.

A patient has the right to receive a copy of a reasonably clear and understandable, itemized bill and, upon request, to have the charges explained.

A patient has the right to impartial access to medical treatment or accommodations, regardless of race, national origin, religion, handicap, or source of payment.

A patient has the right to treatment for any emergency medical condition that will deteriorate from failure to provide treatment.

A patient has the right to know if medical treatment is for purposes of experimental research and to give his or her consent or refusal to participate in such experimental research.

A patient has the right to express grievances regarding any violation of his or her rights, as stated in Florida law, through the grievance procedure of the health care provider or health care facility which served him or her and to the appropriate state licensing agency.

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NOTICE OF PATIENT RIGHTS AND RESPONSIBILITIES

PURSUANT TO FS 381.026

SUMMARY OF THE FLORIDA PATIENT'S BILL OF RIGHTS AND RESPONSIBILITIES

RESPONSIBILITIES:

A patient is responsible for providing to the health care provider, to the best of his or her knowledge, accurate and complete information about present complaints, past illnesses, hospitalizations, medications, and other matters relating to his or her health.

A patient is responsible for reporting unexpected changes in his or her condition to the health care provider.

A patient is responsible for reporting to the health care provider whether he or she comprehends a contemplated course of action and what is expected of him or her.

A patient is responsible for following the treatment plan recommended by the health care provider.

A patient is responsible for keeping appointments and, when he or she is unable to do so for any reason, for notifying the health care provider or health care facility.

A patient is responsible for his or her actions if he or she refuses treatment or does not follow the health care provider's instructions.

A patient is responsible for assuring that the financial obligations of his or her health care are fulfilled as promptly as possible.

A patient is responsible for following health care facility rules and regulations affecting patient care and conduct.

If you currently have Medicaid or become Medicaid eligible you have a responsibility to report suspected Medicaid fraud, please call toll free 1-888-419-3456.

Medicaid Fraud means an intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to him or herself or some other person. It includes any act that constitutes fraud under applicable federal or state law as it relates to Medicaid. The Office of the Inspector General at the Agency for Health Care Administration accepts complaints regarding suspected fraud and abuse in the Florida Medicaid system by phone at 1-888-419-3456 or on the Agency web site at [http://ahca.myflorida.com/Executive/Inspector General/medicaid.shtml](http://ahca.myflorida.com/Executive/Inspector%20General/medicaid.shtml).

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PATIENT/CAREGIVER PAIN EDUCATION TOOL

We want to help you achieve pain control because it is important to your well being and helps you sleep, eat and move around better. Your visits with friends and family will be more enjoyable, too. Everyone's pain tolerance is different; tell us what pain level you can tolerate and still remain comfortable. Studies show that pain rated at 4 or higher makes it hard for people to move around and stay comfortable.

Keep Track – It's Important!

The nurse will give you a form to keep track of times and doses when you take your pain medication. This record is used to make sure the medicine is working. Have it handy for the nurse to review so that the doctor can order the correct dose each time it is needed.

Tell Us About Your Pain

Whenever we visit or contact you, we will ask about your pain. It is important that you think about how to describe it. We use a numeric scale to rate pain. 0 means no pain at all and 10 is the worst pain imaginable. Understand that using the word "pain" may include pulling, pressure, burning, stabbing, cramping, or other unpleasant sensations. Practice using the following scale.

Numeric Scale:

No pain		moderate			severe			worst imaginable		
0	1	2	3	4	5	6	7	8	9	10

If you or your loved one has trouble using words or speaking English, use the 1-5 FACES scale. With this scale, each face represents a pain level. A person may feel happy because he has no pain, very uncomfortable at face 3, or show as much pain as one can imagine at face 5. At face 5, you don't have to be crying to feel this badly.

FACES Scale:

WONG-BAKER FACES PAIN RATING SCALE



How much pain medicine can I take?

People often take medicines such as aspirin or acetaminophen (Tylenol®) but, there is a limit to the amount that you should take. It is important to ask the nurse, doctor or pharmacist how much of these medicines you can safely take. Moderate and strong pain medications can be safely increased under the direction of the physician. Other types of medicine might also be prescribed to help control your pain.

What to expect while taking strong pain medicines

1. Constipation: Most prescription pain medication is constipating. This is a **VERY** important symptom to treat with bowel stimulants and stool softeners as ordered by the doctor.
2. Drowsiness: This usually subsides within 48 hours once you become used to taking the pain medicine. Please call the nurse if your loved one doesn't wake easily.
3. Nausea, vomiting and itching: These symptoms will usually disappear within a few days. Tell the nurse if they do not. Sometimes staying quiet in bed right after taking the medication helps you to feel better.

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We use World Health Organization guidelines to make decisions regarding pain control.



Around-the-clock: Pain medicine must be given "around-the-clock" to be effective and give good relief for chronic pain. To stay comfortable, it is important to keep the medicine continuously in the bloodstream. Take it on a 24-hour basis or "around-the-clock."



By the mouth: The preferred method for giving pain medication is "by the mouth." Although it is the easiest and most comfortable way to get effective pain control, other methods may be used as needed.



By the ladder: The doctor orders pain medication "by the ladder."

Step 1 – over-the-counter pain medicine is used for mild pain.

Step 2 – moderate pain medicine is used for moderate pain.

Step 3 – stronger pain medicine is used for stronger pain.

FRAAC Scale – Faces, Respiration, Activity, Audible sounds, Consolability

Use this when you see pain behavior in an adult who can't speak, or use this scale to tell the nurse why you think your loved one has pain. Look at each of the 5 categories from 0 – 2 and tell the nurse what you see.

Categories	Score - 0	Score - 1	Score - 2
Face	Unwrinkled brow Undenched jaw Blank or content expression	Distressed appearance Troubled, worried expression; wrinkled brow Corners of mouth turned down	Alarmed or fearful expression Open eyes / pleading expression Clenched jaw Scowling, stern face
Respiration or breathing	Normal unlabored Quiet breathing	Breathing is noisy Difficulty breathing Looks more strained Increased breathing rate	Appears difficult for patient to breathe Episodic bursts of rapid breaths Gasping Very loud, strained breathing
Activity, movement	Lying quietly Open position Moves easily, flaccid No tense muscles Appears restful	Squirming, uneasy, fidgeting Clenched fists Not content Slightly restless	Arched or rigid; Jerking Forceful touching Tugging or rubbing body parts Appearance of trying to get away from pain Legs drawn up/arms flailing, writhing
Audible noise	No sound/quiet	Moans, whimpers Expressed pain Hushed low sounds Crying	Loud guttural moaning Unpleasant sounding noise Screaming, yelling
Consolability, ability to be comforted	Content	Reassured by the sound of a loved one, soft touching, or caressing Distractible	Inconsolable Unable to comfort through distraction

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EXHIBIT B

AMBULANCE FEE & REIMBURSEMENT SCHEDULE

Effective: _____

The parties agree that the reimbursement rates will match the Medicare Allowable/Payable Schedule, and that rates will automatically adjust to match the changes published by CMS that normally takes effect on January 1st of each year.

The parties have each independently determined and acknowledge that this reimbursement represents, and is in within the range of, fair market value for similar services in Provider's and Hospice's service areas, and does not take into account the volume or value of referrals. Hospice will not be financially responsible for any items without a HCPCS procedure code, unless approved in writing by Hospice.

Initials: PCW^{DS}
(Hospice)

Initials: _____
(Provider)