

**BILLING AGREEMENT BETWEEN BROWARD COUNTY AND
SOUTH BROWARD HOSPITAL DISTRICT D/B/A MEMORIAL HEALTHCARE SYSTEM
FOR ARRESTEE BILLING**

Billing Agreement No. 18-CP-HCS-8312-01

This Billing Agreement ("Agreement") is made and entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and South Broward Hospital District d/b/a Memorial Healthcare System, a special taxing district of the State of Florida ("Memorial"). County and Memorial are collectively referred to as the "Parties."

RECITALS

- A. Section 901.35, Florida Statutes, provides procedures for County's payment of expenses for medical care, treatment, hospitalization, and transportation of persons ill, wounded, or otherwise injured during or at the time of arrest for any violation of state law or County ordinance.
- B. Memorial is licensed by the State of Florida to provide inpatient and outpatient services to individuals in Broward County.
- C. The Broward County Board of County Commissioners has determined that it is in the best interest of the community to enter into this Agreement, which serves a public purpose.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

- 1.1 **Affidavit** means a statement under oath verifying and certifying that Memorial has exhausted all attempts to collect payment for Services from Other Sources. The Affidavit must be in substantially the form attached to this Agreement as Attachment 1.
- 1.2 **Arrest Documentation** means documentation from a law enforcement agency indicating that the arrest of the Patient was for a violation of a state law or a Broward County ordinance. Arrest Documentation includes, but is not limited to, the Broward County Sheriff's Office Booking Report.
- 1.3 **Arrestee** or **Patient** means any person ill, wounded, or otherwise injured during or at the time of arrest for any violation of state law or Broward County ordinance who receives medical care, treatment, hospitalization, or transportation from Memorial.
- 1.4 **Board** means the Board of County Commissioners of Broward County, Florida.
- 1.5 **Booking Report** means a report from the Broward County Sheriff's Office that contains information relating to the arrest of a Patient, including information relating to the criminal charges, inmate logged date, arrest date, booking date, and release date.
- 1.6 **Contract Administrator** means the Broward County Administrator, the Director or Deputy Director of the Broward County Human Services Department, or the Director of the division administering the Agreement. The Parties may rely on the instructions or determinations made by the Contract Administrator in the administration of this



Agreement; however, the scope of Services may not be changed via such instructions and determinations except as otherwise provided in this Agreement.

- 1.7 **Other Sources** means the sources of reimbursement for Services as enumerated in Section 901.35, Florida Statutes, that Memorial must demonstrate are not available prior to seeking reimbursement from County.
- 1.8 **Option Period** means a contract renewal period, usually concurrent with a single County fiscal year.
- 1.9 **Services** means the medical care, treatment, hospitalization, or transportation of a Patient provided by Memorial.

ARTICLE 2. TERM

The term of this Agreement begins retroactively on October 1, 2017, and ends on September 30, 2019. The Contract Administrator may renew this Agreement for up to three (3) additional one-year Option Periods. The Contract Administrator must notify Memorial of renewal, in writing, no less than thirty (30) business days prior to the expiration of the then existing term of the Agreement. The Parties may also extend the Agreement for up to sixty (60) days under the same terms and conditions if the Board does not adopt the budget for an Option Period in time to exercise the Option Period. The Contract Administrator must notify Memorial of this extension in writing before the Agreement expires. However, this Agreement may be terminated in accordance with the provisions contained in the "Termination" section below.

ARTICLE 3. SCOPE OF SERVICES

- 3.1 Memorial must provide Services at Memorial-operated hospitals only and may not perform any Services under this Agreement at any outpatient facilities.
- 3.2 Financial Responsibility for Medical Expenses. Memorial must utilize its best efforts and exhaust all attempts to secure payment for Services to Patients from Other Sources in compliance with Section 901.35, Florida Statutes and Section 23.15, Broward County Administrative Code (a copy of which is attached as Attachment 2), prior to seeking reimbursement from County. Such efforts must include, but not be limited to, seeking reimbursement from the following sources:
 - a) An insurance company, a health care corporation, or another source, if the Patient is covered by an insurance policy or subscribes to a health care corporation or other source for those Services.
 - b) The Patient receiving the Services.
 - c) A financial settlement for the Services payable or accruing to the Patient.

Following a determination by Memorial that reimbursement is not available from Other Sources (the "Determination"), Memorial may submit an invoice to County for payment of Services. Memorial must submit the invoice to County within thirty (30) days after its Determination.

- 3.3 Submission of Invoice Package. Memorial must submit to County for each Patient the following documentation ("Invoice Package") to establish that reimbursement is not available from Other Sources:

- a) AHCA Universal Billing Form UB04/CMS-1450 that includes Revenue Codes, as defined by the National Uniform Billing Committee, to document Services provided;
- b) Cover letter referencing Patient's name, account/Patient ID, date of Services, balance due, and description of documentation included in the Invoice Package;
- c) Face Sheet detailing the most recent personal information on the Patient, such as name, address, telephone number, place of employment, age, date of birth, gender, and reason for Service or diagnosis;
- d) Itemized bill or Patient statement (I-Bill) that is sent to the Patient itemizing all the Services that were provided;
- e) Patient's Booking Report;
- f) Affidavit;
- g) Discharge summary or other summary information regarding the treatment and discharge of the Patient; and
- h) Documentation that indicates the rejection of coverage by any and all applicable insurance company or health care corporations including automobile insurance.

Nothing in this Agreement prohibits County from seeking additional documentation from Memorial aside from what is listed above in Section 3.3(a)–(h), and which additional documentation is related to the Services that Memorial rendered to the Patient, to establish the County's obligation to pay for Services rendered to Patients. Memorial must provide the requested additional documentation if County deems it necessary to review such additional documentation.

- 3.4 Specialist: Patients requiring specialty medical services must receive services from a credentialed in-network provider under County's insurance plan.
- 3.5 Payment of Claims. County will pay Memorial for invoiced and documented Services rendered to Patients only at Memorial-operated hospitals in accordance with the provisions set forth in this Agreement and at the rates established in Section 3.7 in this Agreement. County will not pay for inpatient or outpatient Services for Patients delivered to outpatient facilities.
- 3.6 County will reimburse Memorial within thirty (30) calendar days of receipt of Memorial's proper Invoice Package, as required by the Local Government Prompt Payment Act, Section 218.70, et seq., Florida Statutes, and the Broward County Prompt Payment Ordinance, Section 1-51.6, Broward County Code of Ordinances. To be deemed proper, all Invoice Packages must comply with the requirements set forth in this Agreement.

Invoice Packages returned to Memorial for corrections or additional documentation will not be considered as submitted and will be cause for delay in issuance of payment by County without the accrual of interest on any payments owed by County to Memorial.



3.7 Reimbursement Rates. Services provided to Patients will be reimbursed by County at the following rates:

Inpatient Services (24 Hour Stay):

Per Diem per Patient: \$2,332

Outpatient Services:

Per Diem per Patient: \$614

3.8 Payer of Last Resort. Memorial understands that, exclusive of Medicaid considerations, County is the payer of last resort for Services to Patients. Memorial represents to County that no other reimbursement is available or used for invoiced Services, and County has relied upon that representation. If County pays Memorial for Services which, at the time of billing, were not reimbursed by a third party (third party includes, but is not be limited to, an insurance company, health care corporation, the Patient, or a financial settlement for the Services payable or accruing to the Patient), but which are later paid by a third party ("Third Party Payment"), Memorial must reimburse County the total amount County paid to Memorial within thirty (30) days of Memorial's receipt of the Third Party Payment despite the amount of the Third Party Payment.

3.9 Payment will be made to Memorial at:

Memorial Healthcare System
P.O. Box 538488
Atlanta, GA 30353

ARTICLE 4. TERMINATION

- 4.1 Termination. This Agreement may be terminated for convenience by either Party at any time upon ninety (90) days' prior written notice to the other Party. This Agreement may be terminated for cause by action of the Board or by Memorial if the Party in breach has not corrected the breach within thirty (30) days after written notice from the aggrieved Party identifying the breach. Notice of Termination must be provided in accordance with the "Notices" section of this Agreement.
- 4.2 If this Agreement is terminated for convenience, Memorial will be paid for any Services properly performed under this Agreement through the termination date specified in the written notice of termination.
- 4.3 In addition to any right of termination stated in this Agreement, County is entitled to seek any and all available remedies, whether stated in this Agreement or otherwise available at law or in equity.



ARTICLE 5. GOVERNMENTAL IMMUNITY

Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing in this Agreement is intended to serve as a waiver of sovereign immunity by any Party nor will anything included in it be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The Parties are state agencies or political subdivisions as defined in Chapter 768.28, Florida Statutes, and will be fully responsible for the acts and omissions of their agents or employees to the extent permitted by law.

ARTICLE 6. INSURANCE

Memorial is an entity subject to Section 768.28, Florida Statutes, and Memorial must furnish the Contract Administrator with written verification of liability protection in accordance with state law prior to final execution of this Agreement.

ARTICLE 7. MISCELLANEOUS

- 7.1 Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement will be interpreted and construed in accordance with and governed by the laws of the state of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement will be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit will be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, MEMORIAL AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL WILL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS WILL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**
- 7.2 Amendments. No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by duly authorized representatives of County and Memorial.
- 7.3 Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof. County's failure to enforce any provision of this Agreement will not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement will not be deemed a waiver of any subsequent breach and will not be construed to be a modification of the terms of this Agreement.

- 7.4 Compliance with Laws. The Parties must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement, including without limitation, Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations, especially those relating to confidentiality of patient health information.
- 7.5 Audit Rights and Retention of Records. County has the right to audit the books, records, and accounts of Memorial and its subcontractors that are related to this Agreement. Memorial and its subcontractors must keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Agreement and performance thereunder. All books, records, and accounts of Memorial and its subcontractors must be kept in written form, or in a form capable of conversion into written form within a reasonable time; upon request to do so, Memorial or its subcontractor, as applicable, must make same available at no cost to County in written form.
- Memorial and its subcontractors must preserve and make available, at reasonable times within Broward County for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts must be retained until resolution of the audit findings. Any incomplete or incorrect entry in such books, records, and accounts will be a basis for County's disallowance and recovery of any payment upon such entry.
- 7.6 Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part will be deemed severed from this Agreement and the balance of this Agreement will remain in full force and effect.
- 7.7 Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.
- 7.8 Joint Preparation. This Agreement has been jointly prepared by the Parties, and will not be construed more strictly against either Party.
- 7.9 Third-Party Beneficiaries. Neither Memorial nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third party beneficiaries to this Agreement and that no third party will be entitled to assert a right or claim against either of them based upon this Agreement.
- 7.10 Notices. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail with a contemporaneous copy via e-mail to the addresses listed below and will be effective upon mailing. The addresses for notice will remain as

set forth in this Agreement unless and until changed by providing notice of such change in accordance with the provisions of this section.

For County:

Director, Community Partnerships Division
115 South Andrews Avenue, Suite A370
Fort Lauderdale, Florida 33301
E-mail address: dacunningham@broward.org

For Memorial:

South Broward Hospital District d/b/a Memorial Healthcare System
President/CEO, South Broward Hospital District
Attn: President/CEO
3111 Stirling Road, 2nd Floor
Ft. Lauderdale, FL 33312
E-mail address: afernandez@mhs.net

- 7.11 Interpretation. The headings contained in this Agreement are for reference purposes only and will not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement includes the other gender, and the singular includes the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article.
- 7.12 Representation of Authority. Each individual executing this Agreement on behalf of a party hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.
- 7.13 Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which will be deemed to be an original, but all of which, taken together, constitutes the same agreement.
- 7.14 Incorporation by Reference. The attached Exhibits are incorporated into and made a part of this Agreement.
- 7.15 Public Entity Crime Act: Discriminatory Vendor; Scrutinized Company. Memorial represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. In addition to the foregoing, Memorial further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Memorial has been placed on the convicted vendor list. Memorial represents that it has not been placed on the discriminatory vendor list as

provided in Section 287.134, Florida Statutes, and that it is not ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes. Notwithstanding any provision in this Agreement to the contrary, if any representation stated in this section is false, County has the right to immediately terminate this Agreement and recover all sums paid to Memorial under this Agreement.

7.16 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to referenced by, or incorporated in this Agreement, the provisions contained in Articles 1 through 7 of this Agreement prevails and will be given effect.

7.17 Payable Interest.

7.17.1 Payment of Interest. County will not be liable to pay any interest to Memorial for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Memorial waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This subsection does not apply to any claim for interest, including for post-judgment interest, if such application would be contrary to applicable law.

7.17.2 Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, will be, to the full extent permissible under applicable law, 0.25% (one quarter of one percent) simple interest (uncompounded).

7.18 HIPAA Compliance. County has access to protected health information ("PHI") that is subject to the requirements of 45 C.F.R. Parts 160, 162, and 164 and related regulations. If Memorial is considered by County to be a covered entity or business associate or is required to comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") or the Health Information Technology for Economic and Clinical Health Act ("HITECH"), Memorial must fully protect individually identifiable health information as required by HIPAA or HITECH and, if requested by County, must execute a Business Associate Agreement in the form set forth at <http://www.broward.org/Purchasing/Pages/StandardTerms.aspx>. The County Administrator is authorized to execute a Business Associate Agreement on behalf of County. Where required, Memorial must handle and secure such PHI in compliance with HIPAA, HITECH, and related regulations and, if required by HIPAA, HITECH, or other laws, include in its "Notice of Privacy Practices" notice of Memorial's and County's uses of client's PHI. The requirement to comply with this provision, HIPAA, and HITECH survives the expiration or earlier termination of this Agreement. Memorial must ensure that the requirements of this section are included in all agreements with its subcontractors.

[Remainder of Page Intentionally Left Blank]



IN WITNESS WHEREOF, the Parties have made and executed this Agreement on the respective dates under each signature: Broward County, through its Board of County Commissioners, signing by and through the Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 201__, and the South Broward Hospital District d/b/a Memorial Healthcare System signing by and through its President and Chief Executive Officer, duly authorized to execute same.

County

ATTEST:

Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

BROWARD COUNTY, by and through
its Board of County Commissioners

By: _____
Mark D. Bogen, Mayor

_____ day of _____, 201__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By: K. Gordon 12/31/18
Karen S. Gordon (Date)
Assistant County Attorney

KSG:dp
SBHD.ArresteeBilling2018.a01
11/28/18
#60070



BILLING AGREEMENT BETWEEN BROWARD COUNTY AND SOUTH BROWARD HOSPITAL DISTRICT
D/B/A MEMORIAL HEALTHCARE SYSTEM FOR ARRESTEE BILLING, AGREEMENT NO.
18-CP-HCS-8312-01

MEMORIAL

WITNESSES:


South Broward Hospital District d/b/a Memorial
Healthcare System

Barbara Goos
Signature of Witness

By: 
Aurelio M. Fernandez, President/CEO

Barbara Goos
Print or Type Name of Witness

21 day of December 2018


Signature of Witness

CHARLES YEO
Print or Type Name of Witness

(seal)



**ATTACHMENT 1 TO BILLING AGREEMENT BETWEEN BROWARD COUNTY AND
SOUTH BROWARD HOSPITAL DISTRICT D/B/A MEMORIAL HEALTHCARE SYSTEM
FOR ARRESTEE BILLING**

AFFIDAVIT

PERSONALLY APPEARED BEFORE ME, the undersigned, who after being duly sworn and under oath, states:

1. This affidavit is made for the purpose of collecting reimbursement pursuant to Section 901.35, Florida Statutes, for expenses related to the medical care, treatment, hospitalization, or transportation of any person ill, wounded, or otherwise injured during or at the time of arrest for any violation of Florida law or Broward County ordinance ("Arrestee" or "Patient").
2. I, _____, (name of individual) am making this affidavit with personal knowledge, and as an authorized representative of South Broward Hospital District d/b/a Memorial Healthcare System ("Memorial") to verify and certify that Memorial has exhausted all attempts to collect reimbursement for the expenses incurred in providing Services to the Arrestee/Patient.
3. The Arrestee/Patient is: _____.
4. Arrestee/Patient ID is: _____.
5. Memorial has sought reimbursement for the expenses for the Arrestee/Patient from the following sources in the following order:
 - a. From an insurance company, a health care corporation, or another source if the Arrestee/Patient was covered by an insurance policy, or subscribed to a health care corporation or another source for the expenses.
 - b. From the Arrestee/Patient receiving the medical care, the treatment, hospitalization, or the transportation.
 - c. From a financial settlement for the medical care, the treatment, hospitalization, or the transportation payable or accruing to the Arrestee/Patient.
6. Memorial has utilized its best efforts and exhausted all attempts to secure payment, as required by Section 901.35, Florida Statutes and Section 23.15, Broward County Administrative Code, for the medical care, the treatment, hospitalization, or transportation of Arrestee/Patient and has determined that reimbursement is not available from the Arrestee/Patient or from any other source.
7. The expenses of medical care, treatment, hospitalization, or transportation for which reimbursement is sought are in the total amount of \$_____.

Signature of Affiant

Printed name and title

SWORN AND SUBSCRIBED before me this _____ day of _____.

(Signature of Notary Public-State of Florida)

(Name of Notary Typed, Printed, or Stamped)

(NOTARY SEAL)

Personally Known _____ OR

Produced Identification _____

Type of Identification

Produced _____



**ATTACHMENT 2 TO BILLING AGREEMENT BETWEEN BROWARD COUNTY AND
SOUTH BROWARD HOSPITAL DISTRICT D/B/A MEMORIAL HEALTHCARE SYSTEM FOR ARRESTEE BILLING**

Broward County Administrative Code

MEDICAL EXPENSES OF ARRESTED PERSONS

23.13 Purpose.

The purpose of this resolution is to enact reasonable rules and regulations to implement Section 901.35, Florida Statutes, which provides that if reimbursement for medical care is not available from an insurance company or from the person receiving the medical care, the cost of such care, treatment, hospitalization, and transportation shall be paid from the general fund of the county in which the person was arrested, if the arrest was for violation of a state law or county ordinance.

23.14 General Requirements.

Since Section 901.35, Florida Statutes, provides that the County must reimburse to the provider, the cost of such services, the County shall make reimbursements for the actual cost of care, treatment, hospitalization, or transportation. In addition, the County shall require the documentation set forth in Section 23.15 below, before any reimbursement is made. Such documentation shall verify and certify that the provider of such services has exhausted all attempts to collect from either the insurance company or the person for whom such services were provided.

23.15 Required Documentation.

- a. Prior to receiving any reimbursement, the provider of medical care, treatment, hospitalization, or transportation shall furnish to the Broward Human Services Department a notarized affidavit specifying what attempts were made to collect payment from:
 1. An insurance company, health care corporation or other source if the prisoner is covered by an insurance policy or subscribes to a health care corporation. The provider shall contact an employer if the prisoner was employed at the time of arrest, or a former employer if the prisoner was employed within thirty (30) days of arrest, to determine whether the prisoner has insurance coverage.
 2. The person receiving the medical care. The provider shall attempt to ascertain whether the prisoner:
 - (a) Has medical insurance.
 - (b) Has available assets.
 - (c) Is employed.
 - (d) Has a working spouse with insurance coverage.
 - (e) Owns a home.
- b. Once complete documentation is received, such documentation shall be reviewed by the County to determine whether the documentation is sufficient for reimbursement to be made to the provider of the services.
- c. The provider of medical care, treatment, hospitalization or transportation shall also furnish to the Broward Human Services Department an arrest record for that Patient indicating that the arrest was for violation of a State of Florida law or a Broward County ordinance.

