

ORDINANCE NO. 2021-_____

**AN ORDINANCE OF THE BOARD OF COUNTY
COMMISSIONERS OF PALM BEACH COUNTY,
FLORIDA, ESTABLISHING THE “PALM BEACH
COUNTY LOCAL PROVIDER PARTICIPATION FUND
ORDINANCE”; PROVIDING FOR A TITLE; PROVIDING
FOR APPLICABILITY; PROVIDING FOR DEFINITIONS;
PROVIDING FOR PURPOSE; PROVIDING FOR
ALTERNATIVE METHOD; PROVIDING FOR
ASSESSMENT; PROVIDING FOR COMPUTATION OF
ASSESSMENT; PROVIDING FOR ASSESSMENT
RESOLUTION; PROVIDING FOR NON-AD VALOREM
ASSESSMENT ROLL; PROVIDING FOR NOTICE BY
PUBLICATION; PROVIDING FOR NOTICE BY MAIL;
PROVIDING FOR ADOPTION OF ASSESSMENT
RESOLUTION AND NON-AD VALOREM ASSESSMENT
ROLL; PROVIDING FOR ANNUAL FINAL ASSESSMENT
RESOLUTION; PROVIDING FOR EFFECT OF ANNUAL
FINAL ASSESSMENT RESOLUTION; PROVIDING FOR
METHOD OF COLLECTION; PROVIDING FOR
REFUNDS; PROVIDING FOR ENFORCEMENT;
PROVIDING FOR INDEMNIFICATION; PROVIDING
FOR CORRECTION OF ERRORS AND OMISSIONS;
PROVIDING FOR LIMITATIONS ON SURCHARGES;
PROVIDING FOR REPEAL OF LAWS IN CONFLICT;
PROVIDING FOR SEVERABILITY; PROVIDING FOR
INCLUSION IN THE CODE OF LAWS AND
ORDINANCES; PROVIDING FOR CAPTIONS; AND
PROVIDING FOR AN EFFECTIVE DATE.**

1 **WHEREAS**, the hospitals within Palm Beach County’s jurisdiction (Hospitals), annually
2 provide millions of dollars of uncompensated care to persons who qualify for Medicaid because
3 Medicaid, on average, covers only 60% of the costs of the health care services actually provided
4 by Hospitals to Medicaid-eligible persons, leaving hospitals with significant uncompensated
5 costs (“Medicaid shortfall”); and

6 **WHEREAS**, the State of Florida received federal authority to establish the Statewide
7 Medicaid Managed Care hospital-directed payment program (DPP) to offset hospitals’ Medicaid
8 shortfall and improve quality of care provided to Florida’s Medicaid population; and

9 **WHEREAS**, impacted Hospitals have asked Palm Beach County to enact an Ordinance
10 imposing a special assessment on certain real property owned or leased by the Hospitals to help
11 finance the non-federal share of the State’s Medicaid program, in exchange for which each
12 Hospital agrees to indemnify the County for any and all liability of any kind resulting from
13 enactment, application, or enforcement of this Ordinance, or agrees not to object to or challenge
14 the enactment, application, or enforcement of the Ordinance and Resolution in any administrative
15 or legal action; and

16 **WHEREAS**, the only properties to be assessed are the real property sites of such
17 Hospitals; and

1 **WHEREAS**, the County recognizes that one or more Hospitals within the County's
2 boundaries may be located upon real property leased from governmental entities and that such
3 Hospitals may be assessed because courts do not make distinctions on the application of special
4 assessments based on "property interests" but rather on the distinction of the classifications of
5 real property being assessed; and

6 **WHEREAS**, the funding raised by the County assessment will, through
7 intergovernmental transfers ("IGTs") provided consistent with federal guidelines, support
8 additional funding for Medicaid payments to Hospitals to address the Medicaid shortfall; and

9 **WHEREAS**, the Hospital properties assessed will benefit directly and specially from the
10 assessment as a result of the above-described additional funding provided to said Hospitals; and

11 **WHEREAS**, a logical relationship exists between the Medicaid services provided by the
12 Hospitals, which will be supported by the assessment, and the special and particular benefit to
13 the real property of the Hospitals; and

14 **WHEREAS**, the County has an interest in promoting access to health care for its low-
15 income and under-insured residents; and

16 **WHEREAS**, leveraging additional federal support through the above-described IGTs to
17 fund payments to the Hospitals for health care services provided to Medicaid-eligible persons
18 directly and specifically benefits the Hospitals' properties and supports their continued ability to
19 provide those services; and

20 **WHEREAS**, the assessment ensures the financial stability and viability of the Hospitals
21 providing such Medicaid services; and

22 **WHEREAS**, the Hospitals are important contributors to the overall County's economy,
23 and the financial benefit to these Hospitals directly and specifically supports their mission, as
24 well as their ability to grow, expand, and maintain their facilities in concert with the population
25 growth in the County; and

26 **WHEREAS**, the County is proposing a properly apportioned assessment by which all
27 Hospitals will be assessed a uniform amount that is compliant with 42 C.F.R. § 433.68(d); and

28 **WHEREAS**, the Board of County Commissioners of Palm Beach County, pursuant to its
29 authority under the Florida Constitution, Article VIII, Section 1(g), Section 125.01, Florida
30 Statutes, and the Palm Beach County Charter, hereby adopts the Palm Beach County Local
31 Provider Participation Fund Ordinance; and

1 **WHEREAS**, the Board of County Commissioners has conducted a duly noticed public
2 hearing to consider this Ordinance in accordance with Section 125.66, Florida Statutes.

3 **NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY
4 COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA**, that:

5

6 **SECTION 1. TITLE:**

7 This Ordinance shall be titled the Palm Beach County Local Provider Participation Fund
8 Ordinance.

9

10 **SECTION 2. APPLICABILITY:**

11 This Ordinance shall be applicable to the following Hospitals:
12 Bethesda Hospital East, 2815 S. Seacrest Blvd., Boynton Beach, Florida 33435
13 Boca Raton Regional Hospital, 800 Meadows Rd., Boca Raton, Florida 33486
14 Delray Medical Center, 5352 Linton Blvd., Delray Beach, Florida 33484
15 Good Samaritan Medical Center, 1309 N. Flagler Dr., West Palm Beach, Florida 33401
16 JFK Medical Center, 5301 S. Congress Ave., Atlantis, Florida 33462
17 Jupiter Medical Center, 1210 S. Old Dixie Hwy., Jupiter, Florida 33458
18 Kindred Hospital The Palm Beaches, 5555 W. Blue Heron Blvd., Riviera Beach, Florida 33418
19 Palm Beach Gardens Medical Center, 3360 Burns Rd., Palm Beach Gardens, Florida 33410
20 Palms West Hospital, 13001 Southern Blvd., Loxahatchee, Florida 33470
21 Select Specialty Hospital – Palm Beach, 3060 Melaleuca Lane, Lake Worth, Florida 33461
22 St. Mary's Medical Center, 901 45th St., West Palm Beach, Florida 33407
23 Wellington Regional Medical Center, 10101 Forest Hill Blvd., Wellington, Florida 33414
24 West Boca Medical Center, 21644 State Rd. 7, Boca Raton, Florida 33428

25

26 **SECTION 3. DEFINITIONS:**

27 As used in this Ordinance, unless some other meaning is plainly intended:
28 *Annual Final Assessment Resolution* means the resolution that provides the final
29 proceeding for the imposition of an Assessment, and establishes the rate for the non-ad valorem
30 assessment for a specific Fiscal Year.

1 *Assessed Property* means an Institutional Health Care Provider holding a right of
2 possession and right of use to real property in the County through an ownership or leasehold
3 interest, thus making the property subject to the Assessment.

4 *Assessment* means a non-ad valorem special assessment imposed by the County on
5 Institutional Health Care Providers located in the County limits to fund the non-federal share of
6 Medicaid and Medicaid managed care payments directed to hospitals providing Local Services
7 in the County.

8 *Assessment Coordinator* means the person appointed to administer the Assessment
9 imposed pursuant to this Article, or such person's designee.

10 *Assessment Resolution* means the resolution describing the Medicaid payments proposed
11 for funding from proceeds of the assessment, benefits to the assessed property, and the methods
12 of computation, payment, and collection of the Assessment.

13 *Board* means the Palm Beach County Board of County Commissioners.

14 *Charter* means the Charter of Palm Beach County, Florida.

15 *Comptroller* means the Palm Beach County Clerk of the Circuit Court and Comptroller,
16 or other such person as may be duly authorized to act on such person's behalf.

17 *County* means Palm Beach County, Florida.

18 *Fiscal Year* means the period commencing on October 1 of each year and continuing
19 through the next succeeding September 30.

20 *Institutional Health Care Provider* means a private for-profit or not-for-profit hospital
21 that provides inpatient hospital services.

22 *Local Services* means the provision of inpatient and outpatient hospital services to
23 Medicaid, indigent, and uninsured members of the Palm Beach County community.

24 *Local Provider Participation Fund* means a separate account into which funds collected
25 from the Non-Ad Valorem assessment are deposited.

26 *Non-Ad Valorem Assessment Roll* means the special assessment roll prepared by the
27 County.

28 *Ordinance* means the Palm Beach County Local Provider Participation Fund ordinance.

29 *Tax Collector* means the Palm Beach County Tax Collector.

30 **SECTION 4. PURPOSE:**

31 The non-ad valorem special assessment authorized by this Ordinance shall be imposed,
32 levied, collected, and enforced against Assessed Properties located within the County. Proceeds

1 from the Assessment shall be used to benefit Assessed Properties through enhanced Medicaid
2 payments for Local Services. When imposed, the Assessment shall constitute a lien upon the
3 Assessed Properties equal in rank and dignity with the liens of all state, county, district, or
4 municipal taxes and other non-ad valorem assessments. Failure to pay may cause foreclosure
5 proceedings to commence, which could result in loss of title. The Assessment shall be computed
6 and assessed only in the manner provided in this Ordinance.

7

8 **SECTION 5. ALTERNATIVE METHOD:**

9 This Ordinance shall be deemed to provide an additional and alternative method, as
10 specified in section 197.3631, Florida Statutes, for the assessment and collection of the non-ad
11 valorem special assessment described herein. The Ordinance shall be regarded as supplemental
12 and additional to powers conferred by other laws and shall not be regarded as in derogation of
13 any powers now existing, or which may exist hereafter. This Ordinance, being necessary for the
14 health, safety, and welfare of the inhabitants of the County, shall be liberally construed to effect
15 the purposes hereof.

16

17 **SECTION 6. ASSESSMENT:**

18 Pursuant to section 125.01(r), Florida Statutes, the Board is authorized to create a non-ad
19 valorem special assessment that shall be imposed, levied, collected, and enforced against
20 Assessed Property to fund the non-federal share of Medicaid payments benefitting Assessed
21 Properties providing Local Services in the County. Funds generated as a result of the Assessment
22 shall be held in a separate account called the Local Provider Participation Fund and shall be
23 available to be used only to (1) provide to the Florida Agency for Health Care Administration
24 the non-federal share for Medicaid payments to be made directly or indirectly in support of
25 hospitals serving Medicaid beneficiaries and (2) reimburse the County for administrative costs
26 associated with the implementation of the Assessment authorized by this Ordinance, as further
27 specified in the Assessment Resolution.

28 The Assessment will be broad based, and the amount of the Assessment must be
29 uniformly imposed on each Assessed Property. The Assessment may not hold harmless any
30 Institutional Health Care Provider, as required under 42 U.S.C. § 1396b(w). The Assessment
31 shall constitute a lien upon the Assessed Properties equal in rank and dignity with the liens of all
32 state, county, district, or municipal taxes and other non-ad valorem assessments

1 Creation and implementation of the Assessment will not result in any additional
2 pecuniary obligation on the County, Board, or County residents. The Assessment shall be
3 imposed, levied, collected, and enforced against only Assessed Properties, and the Assessment
4 Resolution shall provide that the County's administrative costs shall be reimbursed from the
5 collected amounts. The County's administrative costs shall not exceed \$150,000. Any reasonable
6 expenses the County incurs to collect delinquent assessments, including any attorney's fees
7 incurred as a result of contracting with an attorney to represent the County in seeking and
8 enforcing the collection of delinquent assessments, are not subject to the limitation on
9 administrative costs.

10

11 **SECTION 7. COMPUTATION OF ASSESSMENT:**

12 The annual Assessment shall be specified for each Assessed Property. The Board shall
13 set the Assessment in amounts that in the aggregate will generate sufficient revenue to fund the
14 non-federal share of Medicaid payments associated with Local Services to be funded by the
15 Assessment.

16 The amount of the Assessment required of each Assessed Property may not exceed an
17 amount that, when added to the amount of other required assessments, equals an amount of
18 revenue that exceeds the maximum percent of the aggregate net patient revenue of all Assessed
19 Hospitals in the County permitted by 42 C.F.R. § 433.68(f)(3)(i)(A). Assessments for each
20 Assessed Property will be derived from data contained in the Florida Hospital Uniform Reporting
21 System, as available from the Florida Agency for Health Care Administration.

22

23 **SECTION 8. ASSESSMENT RESOLUTION:**

24 The Assessment Resolution shall describe (a) the Medicaid payments proposed for
25 funding from proceeds of the Assessment; (b) the benefits to the Assessed Properties associated
26 with the Assessment; (c) the methodology for computing the assessed amounts; and (d) the
27 method of collection, including how and when the Assessment is to be paid.

28

29

30 **SECTION 9. NON-AD VALOREM ASSESSMENT ROLL:**

31 The Assessment Coordinator shall prepare, or direct the preparation of, the Non-Ad
32 Valorem Assessment Roll, which shall contain the following:

- 1 a) The names of the Assessed Properties; and
2 b) The Assessment rate and amount of the Assessment to be imposed against each Assessed
3 Property based on the Assessment Resolution.

4 The Non-Ad Valorem Assessment Roll shall be retained by the Assessment Coordinator
5 and shall be open to public inspection.

6

7 **SECTION 10. NOTICE BY PUBLICATION:**

8 Upon completion of the Non-Ad Valorem Assessment Roll, the Assessment Coordinator
9 shall publish once in a newspaper of general circulation within the County a notice stating that
10 the Board, at a regular, adjourned, or special meeting on a certain day and hour, not earlier than
11 20 calendar days from such publication, will hear objections of all interested persons to approve
12 the aforementioned Non-Ad Valorem Assessment Roll. Such notice shall include:

- 13 a) The Assessment rate;
14 b) The procedure for objecting to the Assessment rate;
15 c) The method by which the Assessment will be collected; and
16 d) A statement that the Non-Ad Valorem Special Assessment Roll is available for inspection
17 at the Office of the Assessment Coordinator.

18

19 **SECTION 11. NOTICE BY MAIL:**

20 In addition to the published notice required above, but only for the first fiscal year in
21 which an Assessment is imposed by the Board against Assessed Properties, the Assessment
22 Coordinator shall provide notice of the proposed Assessment by first class mail to the Assessed
23 Properties. Such notice shall include:

- 24 a) The purpose of the Assessment;
25 b) The Assessment rate to be levied against each Assessed Property;
26 c) The unit of measurement applied to determine the Assessment;
27 d) The total revenue to be collected by the County from the Assessment;
28 e) A statement that failure to pay the Assessment will cause a tax certificate to be issued
29 against the property or foreclosure proceedings, either of which may result in a loss of
30 title to the property;
31 f) A statement that all affected and/or interested parties have a right to appear at the hearing
32 and to file written objections with the Board within 20 days of the notice; and

1 g) The date, time, and place of the hearing.

2 Notice shall be mailed at least 20 calendar days prior to the hearing to each Assessed

3 Property at such address as is shown on the Assessment Roll. Notice shall be deemed mailed

4 upon delivery thereof to the possession of the United States Postal Service. The Assessment

5 Coordinator may provide proof of such notice by affidavit. Failure of the Assessed Property to

6 receive such notice, because of mistake or inadvertence, shall not affect the validity of the

7 Assessment Roll or release or discharge any obligation for payment of the Assessment imposed

8 by the Board pursuant to this Article.

9

10 **SECTION 12. ADOPTION OF ASSESSMENT RESOLUTION AND NON-AD**

11 **VALOREM ASSESSMENT ROLL:**

12 At the time named in the notice, the Board shall receive and consider any objections of

13 interested persons. At the date and time named in the notice, the Board may adopt the Assessment

14 Resolution and Non-Ad Valorem Assessment Roll which shall:

15 a) Set the rate of the Assessment to be imposed;

16 b) Approve the Non-Ad Valorem Assessment Roll, with such amendments as it deems just

17 and right; and

18 c) Affirm the method of collection.

19

20 **SECTION 13. ANNUAL FINAL ASSESSMENT RESOLUTION:**

21 The Board may revise the Non-Ad Valorem Assessment Roll during the Fiscal Year to

22 modify the Assessment rate. However, the Board must adopt an Annual Final Assessment

23 Resolution during the Fiscal Year to memorialize the final rate applicable for the Fiscal Year.

24

25 **SECTION 14. EFFECT OF ANNUAL FINAL ASSESSMENT RESOLUTION:**

26 The adoption of the Annual Assessment Resolution or, where applicable, the Annual

27 Final Assessment Resolution, shall be the final adjudication of the issues presented (including,

28 but not limited to, the method of apportionment and Assessment, the Assessment rate, the initial

29 rate of Assessment, the Non-Ad Valorem Assessment Roll, and the levy and lien of the

30 Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure

31 relief within 20 days from the date of Board action on the Annual Final Assessment Resolution.

1 The Non-Ad Valorem Assessment Roll shall be delivered to the Tax Collector or such other
2 official as the Board by resolution shall designate.

3

4 **SECTION 15. METHOD OF COLLECTION:**

5 The amount of the assessment is to be collected pursuant to the Alternative Method, as
6 specified in the Assessment Resolution.

7

8 **SECTION 16. REFUNDS:**

9 If, at the end of the Fiscal Year, additional amounts remain in the Local Provider
10 Participation Fund, the Board is hereby authorized to make refund to Assessed Properties in
11 proportion to amounts paid in during the Fiscal Year for all or a portion of the unutilized Local
12 Provider Participation Fund.

13

14 **SECTION 17. ENFORCEMENT:**

15 In addition to other remedies available at law or equity, the enforcement of the aforesaid
16 Assessment shall be at the same time and in like manner as ad valorem taxes and subject to all
17 ad valorem tax enforcement procedures afforded to the official annual real property tax notice.
18 This Ordinance is enforceable by all means provided by law, including but not limited to suit in
19 a court of competent jurisdiction by mandamus or other appropriate proceedings or actions.

20

21 **SECTION 18. INDEMNIFICATION**

22 The Hospitals that are subject to this Ordinance have requested adoption of this Ordinance
23 and have given assurances to the County that the objectives and procedures addressed in this
24 Ordinance are proper and lawful. Accordingly, the Hospitals that are the subject of this
25 Ordinance shall execute an agreement regarding liability and/or indemnification and hold
26 harmless prior to adoption of this Ordinance. The County has sole discretion to determine an
27 acceptable form of these agreements.

28

29 **SECTION 19. CORRECTION OF ERRORS AND OMISSIONS:**

30 No act of error or omission on the part of the Comptroller, Property Appraiser, Tax
31 Collector, Assessment Coordinator, Board, or their deputies or employees shall operate to release
32 or discharge any obligation for payment of the Assessment imposed by the Board.

1

2 **SECTION 20. LIMITATIONS ON SURCHARGES:**

3 Payments made by Assessed Properties under this Ordinance may not be passed along to
4 patients of the Assessed Property as a surcharge or as any other form of additional patient charge.

5

6 **SECTION 21. REPEAL OF LAWS IN CONFLICT:**

7 All local laws and ordinances in conflict with any provisions of this Ordinance are hereby
8 repealed to the extent of such conflict.

9

10 **SECTION 22. SEVERABILITY:**

11 If any section, paragraph, sentence, clause, phrase, or word of this Ordinance is for any
12 reason held by a Court of competent jurisdiction to be unconstitutional, inoperative, or void, such
13 holding shall not affect the remainder of this Ordinance.

14

15 **SECTION 23. INCLUSION IN THE CODE OF LAWS AND ORDINANCES:**

16 The provisions of this Ordinance shall become and be made a part of the Palm Beach
17 County Code. The sections of this Ordinance may be renumbered or relettered to accomplish
18 such, and the word Ordinance may be changed to section, article, or other appropriate word.

19

20 **SECTION 24. CAPTIONS:**

21 The captions, section headings, and section designations used in this Ordinance are for
22 convenience only and shall have no effect on the interpretation of the provisions of this
23 Ordinance.

24

1 **SECTION 25. EFFECTIVE DATE:**

2 The provisions of this Ordinance shall become effective upon filing with the Department
3 of State.

4

5 APPROVED and ADOPTED by the Board of County Commissioners of Palm Beach
6 County, Florida, on this the _____ day of _____, 2021.

7 **JOSEPH ABRUZZO, CLERK OF**
8 **COURT AND COMPTROLLER**

PALM BEACH COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

10 By: _____
11 **Deputy Clerk**

By: _____
David Kerner, Mayor

14 **APPROVED AS TO FORM AND**
15 **LEGAL SUFFICIENCY**

18 By: _____
19 **County Attorney**

22 **EFFECTIVE DATE: Filed with the Department of State on the _____ day of**
23 _____, 2021.

INDEMNIFICATION AGREEMENT

THIS INDEMNIFICATION AGREEMENT (the Agreement) is made and entered into this _____ day of _____, 2021 by and between _____ (Hospital), a [for-profit/not-for-profit] [corporation, partnership] authorized to do business in the State of Florida, and Palm Beach County, a political subdivision of the State of Florida, by and through its Board of Commissioners (County).

WHEREAS, the State of Florida received federal authority to establish the Statewide Medicaid Managed Care hospital-directed payment program to offset hospitals' Medicaid shortfall and improve the quality of care provided to Florida's Medicaid population; and

WHEREAS, Hospital, along with other Hospitals located in Palm Beach County, has asked Palm Beach County to enact an Ordinance imposing a special assessment on certain real property owned or leased by the Hospital to help finance the non-federal share of the State's Medicaid program, in exchange for which Hospital agrees to indemnify the County for any and all liability of any kind resulting from enactment, application, or enforcement of this Ordinance.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, the sufficiency of which is hereby acknowledged by the parties, the Hospital and County agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by reference.
2. **Acknowledgement of Assessment.** Hospital acknowledges that it has requested the County enact the Palm Beach County Local Provider Participation Fund Ordinance (Ordinance) attached hereto as Exhibit A and incorporated herein by reference and the associated assessment resolution (Resolution), for the benefit of Hospital, patients of Hospital, as well as other non-governmental hospitals in Palm Beach County.
3. **Voluntary Agreement and Waiver of Formal Notice.** Hospital acknowledges that Hospital is voluntarily entering this Agreement and supports the passage of the Ordinance and Resolution. The Hospital further agrees not to object to or challenge the enactment, application, or enforcement of the Ordinance and Resolution in any administrative or legal action. The Hospital further agrees to waive actual receipt of formal notice under the Ordinance and Resolution.
4. **Indemnification.** Hospital, its heirs, successors, legal representatives and assigns, hereby agrees to indemnify, defend, and hold County harmless from and against any and all liabilities, damages, penalties, claims, costs, and expenses whatsoever, including attorneys' fees at all levels, which may be imposed upon or asserted against the County, as a result of or in any way connected to the enactment, application or enforcement of the Ordinance and/or Resolution. This indemnification includes, but is not limited to:

any repayment obligation related to the special assessment and/or Ordinance and Resolution, as may be amended; and any Medicaid program claims, fines, fees or penalties, or repayment orders or requirements and the defense of same.

5. **Recordation**. This Agreement shall be recorded in the Public Records of Palm Beach County, Florida.
6. **Remedies**. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction in Palm Beach County, Florida. No remedy herein conferred is intended to be exclusive of any other remedy, and each and every such remedy shall be accumulative and shall be in addition to every other remedy given hereunder now or hereafter.
7. **Successors and Assigns**. This Agreement shall be binding upon the Hospital and its respective heirs, successors, legal representatives and assigns.
8. **Waiver**. The failure of either party to insist on the strict performance of any of the agreements, terms, covenants and conditions hereof shall not be deemed a waiver of any rights or remedies that said party may have for any subsequent breach, default, or non-performance, and said party's right to insist on strict performance of this Agreement shall not be affected by any previous waiver of course or dealing.
9. **Severability**. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable by any court of competent jurisdiction, then the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.
10. **Notice**. All notices provided for herein shall be in writing and transmitted by mail or by courier, and, if to the Hospital, shall be mailed or delivered to the Hospital at:

With a copy to:

and if to the County, shall be mailed or delivered at:

Palm Beach County
301 North Olive Ave., 11th Floor
West Palm Beach, FL 33401
Attention: Nancy Bolton

With a copy to:

Palm Beach County Attorney
301 North Olive Ave., 6th Floor
West Palm Beach, FL 33401

11. **Amendment and Modification.** This Agreement may only be amended, modified, changed, supplemented or discharged by an instrument in writing signed by the parties hereto.
12. **Entirety of Agreement.** The County and the Hospital agree that this Agreement and any Exhibits hereto set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties.
13. **No Third-Party Beneficiary.** No provision of this Agreement is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of County and/or Hospital.

[SIGNATURES ON FOLLOWING PAGE]

ATTEST:

Joseph Abruzzo, Clerk and Comptroller

**Palm Beach County, by its Board of
County Commissioners**

By: _____
Deputy Clerk

By: _____
David Kerner, Mayor

Approved as to Form and to Legal Sufficiency

Approved as to Terms and Conditions

By: _____
County Attorney

By: _____
Nancy Bolton, Asst. County Administrator

Hospital

Witness:

Print name: _____

_____ (Signature)

_____ (Typed name)

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of physical presence
or online notarization this _____ day of _____, 2021 by
_____, who is personally known to me or has produced
as identification.

Notary Public
(Seal)