

**AGREEMENT BETWEEN
MANATEE COUNTY
AND
WEST COAST SOUTHERN MEDICAL SERVICE, INC.**

THIS AGREEMENT is made and entered into as of October 8, 2019, ("Effective Date") by and between MANATEE COUNTY, a political subdivision of the State of Florida (hereinafter "COUNTY"), whose mailing address is Post Office Box 1000, Bradenton, Florida 34206, and WEST COAST SOUTHERN MEDICAL SERVICE, INC. (hereinafter "WEST COAST"), a Florida corporation whose address is 934 14th Street West, Bradenton, Florida 34205.

WHEREAS, COUNTY has adopted Resolution No. R-19-125, providing a Certificate of Public Convenience and Necessity to WEST COAST for the provision of Advanced Life Support ("ALS") and Basic Life Support ("BLS") Interfacility Transport Services, stand by for special events, and calls transferred from County 9-1-1 and any other type of pre-hospital medical assistance within Manatee County; and

WHEREAS, WEST COAST's provision of inter-facility transport services and stand-by services at special events enables COUNTY's Emergency Medical Services Division to handle other emergency responses in the community during high volume call times or when the COUNTY's Emergency Operations Center is activated in response to a major catastrophe or emergency; and

WHEREAS, the COUNTY has agreed to finance a portion of the expenses incurred by WEST COAST while providing these additional backup and support services to COUNTY's Emergency Medical Services Division.

NOW, THEREFORE, in consideration of the foregoing and the terms and conditions provided herein, the Parties agree to the following:

ARTICLE 1. TERM.

This Agreement shall commence on the Effective Date and shall expire on November 28, 2021 unless otherwise terminated as provided herein.

ARTICLE 2. DEFINITIONS.

As used herein, the following terms shall have the meanings provided below:

- a. "County Official" shall mean the Director of the Manatee County Public Safety Department, or such other person as may be designated in writing by the County Administrator, and such other employees as may be identified in writing as authorized by the Director or other designee to provide the notices required in this Agreement.

- b. "EOC Activation" shall mean the activation of the COUNTY's Emergency Operations Center when a major catastrophe or emergency has occurred or is threatened in Manatee County.
- c. "Peak Call Loads" shall mean a period when a number of COUNTY's emergency medical service Units have been dispatched and a County Official has determined that additional Units are or may be required.
- d. "Units" shall refer to ALS, BLS, emergency and non-emergency medical service units.
- e. All other terms shall have the meaning provided by Article IV of Chapter 2-14 of the Manatee County Code of Ordinances and Section 401, Part III, Florida Statutes, unless a different meaning is stated within this Agreement.

ARTICLE 3. EXHIBITS.

This Agreement consists of a primary contract and three (3) exhibits, which are as follows:

Exhibit A: Rate Schedule

Exhibit B: Hold Harmless Agreement

Exhibit C: Business Associate Agreement

ARTICLE 4. WEST COAST SERVICES.

WEST COAST shall provide ALS and BLS Interfacility Transport Services, stand by for special events, and calls transferred from County 9-1-1 and any other type of pre-hospital medical assistance as requested by the COUNTY during Peak Call Loads or EOC Activation.

ARTICLE 5. CONDITIONS.

- a. When WEST COAST services are required for Peak Call Loads or after EOC Activation, COUNTY personnel shall contact WEST COAST to determine the nature and type of Units that may be available in order to engage WEST COAST services. Once the availability of Units has been determined, the County Official will advise WEST COAST of the start time, number, and nature of Units that will be called into service by COUNTY and confirm this information as soon as reasonably possible. This information shall be confirmed to WEST COAST by facsimile transmission bearing the signature of the County Official.
- b. The completion of the services provided by WEST COAST shall be confirmed by the County Official by facsimile transmission. WEST COAST Units called into service by COUNTY shall not leave Manatee County until this authorization is received.

- c. When EOC Activation occurs, WEST COAST shall be present and attend the EOC briefings. The County Official will meet with WEST COAST officials to determine the types of services that will be required by WEST COAST during EOC Activation.
- d. The COUNTY retains the right to seek additional providers to meet the needs of the community.

ARTICLE 6. COMPENSATION FOR SERVICES.

Compensation for WEST COAST's services shall be in accordance with the following:

- a. The compensable time for WEST COAST's services shall consist of a minimum of one (1) hour, commencing at the time of notification of the need for WEST COAST Units by COUNTY personnel and conclude at the time all patients have been transferred or WEST COAST has been notified by the COUNTY by facsimile transmission to terminate service. After the first hour, all times shall thereafter be measured in 30-minute time periods, except that the first five (5) minutes in the 30-minute period after that initial hour shall not be counted.
- b. During Peak Call Loads and EOC Activation, WEST COAST shall be compensated in accordance with the following fees:

ALS and BLS Units: \$100.00 per half hour per Unit
- c. COUNTY'S obligation to make payments hereunder is limited to the amounts budgeted and appropriated. The County Official shall advise WEST COAST immediately if funds are unavailable and WEST COAST may suspend services until such time as additional funds are budgeted and appropriated.
- d. WEST COAST may seek compensation for medical services provided to a customer, patient, or other person during Peak Call Load services pursuant to the rate schedule provided for in Exhibit A. COUNTY shall have no responsibility to assist WEST COAST in collecting such compensation.
- e. WEST COAST shall not be compensated for its participation in EOC Activation briefings and meetings or any other services provided during EOC Activation.

ARTICLE 7. DOCUMENTATION AND BILLING.

- a. Within fifteen (15) days after the end of each calendar month, WEST COAST shall submit an invoice to the COUNTY.
- b. All invoices shall contain the following information:
 - i. Activation time;
 - ii. Ending time;

- iii. Unit Number;
 - iv. Tasking Number (only include if the EOC is activated);
 - v. Date of Service;
 - vi. Patient Name (if available);
 - vii. Patient pick-up address for service;
 - viii. Destination address for delivery of patient;
 - ix. Type of vehicle utilized for service (ALS, BLS);
 - x. ECC control number (for EOC Activation only); and
 - xi. A statement signed by a representative of WEST COAST stating: "I swear or affirm that the above Units were providing services as provided in the West Coast-Manatee County Agreement and as reflected in this Invoice."
- c. All invoices shall have the facsimile transmission confirming the engagement of WEST COAST services, as well as the activation time and ending time for service. Invoices without this facsimile transmission shall not be approved.

ARTICLE 8. INSURANCE.

WEST COAST shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of work by WEST COAST, its agents, representatives, employees, sub-contractors, and volunteers.

If the Insurance required herein is not in force, COUNTY shall suspend services until proof of insurance is provided and/or otherwise seek to terminate this Agreement as provided in Article 11.

- a. **Automobile Liability Insurance:**
 Coverage must be afforded under a per occurrence policy form, including coverage for all owned, hired, and non-owned vehicles for bodily injury and property damage, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits of not less than:
- i. \$ 2,000,000 Combined Single Limit; or \$ 1,000,000 Bodily Injury and \$ 1,000,000 Property Damage
 - ii. \$ 10,000 Personal Injury Protection (No Fault)
 - iii. \$ 1,000,000 Hired, Non-Owned Liability
 - iv. \$ 10,000 Medical Payments

This policy shall contain severability of interest provisions.

- b. **Commercial General Liability Insurance:**
 Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:
- i. \$ 1,000,000 Each Occurrence

- ii. \$ 2,000,000 General Aggregate
- iii. \$ 1,000,000 Products/Completed Operations Aggregate
- iv. \$ 1,000,000 Personal and Advertising Injury Liability
- v. \$ 50,000 Fire Damage Liability
- vi. \$ 10,000 Medical Expense
- vii. \$ 1,000,000 Third Party Property Damage

This policy shall contain severability of interest provisions.

c. Workers' Compensation Insurance:

WEST COAST shall agree to waive all rights of subrogation against the County, its officials, employees and volunteers for losses arising from work performed by WEST COAST, its agents, representatives, employees, subcontractors, and volunteers.

Should leased employees be retained for any part of the contract or service, the employee leasing agency shall provide evidence of Workers' Compensation Insurance coverage and Employer's Liability Insurance coverage for all personnel on the worksite and in compliance with the above Workers' Compensation requirements.

Coverage limits of not less than:

- i. Statutory workers' compensation coverage shall apply for all employees in compliance with the laws and statutes of the State of Florida and the federal government.
- ii. If any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act and Jones Act.

d. Employer's Liability Insurance:

Coverage limits of not less than:

- i. \$ 100,000 Each Accident
- ii. \$ 100,000 Disease Each Employee
- iii. \$ 500,000 Disease Policy Limit

e. Professional Liability / Medical Malpractice Insurance:

Coverage shall be afforded under either an occurrence policy form or a claims-made policy form. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of four years from termination date of the contract. Limits must not be less than:

- i. \$ 1,000,000 Bodily Injury and Property Damage Each Occurrence
- ii. \$ 2,000,000 General Aggregate.

f. General Insurance Provisions Applicable to All Policies:

- i. Prior to the execution of this Agreement, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this Agreement remains in effect, WEST COAST shall furnish COUNTY with a Certificate(s) of Insurance (using an industry accepted certificate form, signed by the Issuer, with applicable endorsements, and containing the contract number, and title or description) evidencing the coverage set forth above.
- ii. In addition, when requested in writing from COUNTY, WEST COAST shall provide COUNTY with a copy of all applicable insurance policies. The address where such certificates and certified policies shall be sent or delivered is as follows unless otherwise provided:

Manatee County, a Political Subdivision of the State of Florida
Attn: Risk Management
1112 Manatee Avenue West, Suite 969
Bradenton, FL 34205

- iii. If the policy contains an aggregate limit, confirmation is needed in writing (letter, email, etc.) that the aggregate limit has not been eroded when supplying Certificate(s) of Insurance.
- iv. WEST COAST shall provide thirty (30) days written notice of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies to Risk Management including contract number and title with all notices.
- v. WEST COAST agrees that should at any time WEST COAST fail to meet or maintain the required insurance coverage(s) as set forth herein, COUNTY may terminate this contract.
- vi. WEST COAST waives all subrogation rights against Manatee County, a political subdivision of the State of Florida, for all losses or damages which occur during the contract the contract period, whether a suit is brought during the contract period or not.
- vii. WEST COAST has sole responsibility for all insurance premiums and policy deductibles.
- viii. It is WEST COAST's responsibility to ensure that its agents, representatives and subcontractors comply with the insurance requirements set forth herein. WEST COAST shall include its agents, representatives, and subcontractors working under this contract as insured under its policies, or WEST COAST shall furnish separate certificates and endorsements for each agent, representative, and subcontractor working under this contract.

- ix. WEST COAST understands and agrees that the stipulated limits of coverage listed herein in this insurance section shall not be construed as a limitation of any potential liability to the COUNTY, or to others, and the COUNTY's failure to request evidence of this insurance coverage shall not be construed as a waiver of WEST COAST's obligation to provide and maintain the insurance coverage specified.
- x. WEST COAST understands and agrees that COUNTY does not waive its immunity and nothing herein shall be interpreted as a waiver of COUNTY's rights, including the limited waiver of immunity, as set forth in Florida Statutes 768.28, or any other statutes, and COUNTY expressly reserves these rights to the full extent allowed by law.
- xi. A Hold Harmless Agreement (Exhibit B) shall be signed by the WEST COAST.

ARTICLE 9. RECORDS.

COUNTY shall have access to all records related to this Agreement and neither party shall disclose confidential health care information except as provided for by law.

WEST COAST and COUNTY agree to comply with the applicable provisions of the health Insurance Portability and Accountability Act of 1996 ("HIPAA") and applicable Florida law, as set forth in Exhibit C. Affiliate shall ensure that all required patient records relating to the services rendered by its personnel and medical residents are prepared and maintained in accordance with Florida law, HIPAA, and any other requirements that may be imposed by the County related to the confidentiality and security of information related to patients.

ARTICLE 10. INDEMNIFICATION.

- a. WEST COAST shall indemnify and hold COUNTY harmless from and against all claims, costs, and expenses incurred by COUNTY arising out of or resulting from the acts, errors, and omissions of WEST COAST in providing or failing to provide the services and insurance coverages required under this Agreement.
- b. COUNTY reserves the right to defend itself with its own counsel or retain counsel at WEST COAST's expense.
- c. This indemnity provision shall survive the termination or expiration of this Agreement until such time as any and all claim arising under this Agreement have been resolved, regardless of when such claims are made.

ARTICLE 11. TERMINATION.

WEST COAST may terminate this Agreement with or without cause by providing written notice to COUNTY at least ninety (90) days' prior to the date of termination.

COUNTY may terminate this Agreement immediately at any time WEST COAST fails to maintain licensure within the State of Florida for the services provided herein, and otherwise at any time WEST COAST has failed to comply with any provision of this Agreement and the failure continues for a period of time in excess of ninety (90) days after written notice from COUNTY advising of such failure and WEST COAST has not, within such ninety (90) days period, corrected such failure or noncompliance.

ARTICLE 12. NOTICES.

All notices from one party to the other under this Agreement shall be directed to the following addresses:

If to COUNTY: Jacob Sauer, Acting Director
 Manatee County Department of Public Safety
 Post Office Box 1000
 Bradenton, Florida 34206
 Facsimile: (941) 749-3568

If to WEST COAST: J. Raymond Shannon, President or
 William Thayer, EMS Chief
 West Coast-Southern Medical Service, Inc.
 934 14th Street West
 Bradenton, Florida 32405
 Facsimile: (941) 748-8520

Either party may designate a different person or address for notices by providing advance written notice to the other party.

ARTICLE 13. RELATIONSHIP OF PARTIES.

Nothing in this Agreement shall be construed as vesting or delegating to Affiliate or any of its residents, employees, personnel, or agents any rights, interest or status as an employee of County.

ARTICLE 14. NO THIRD-PARTY BENEFICIARIES.

This Agreement is solely for the benefit of the parties hereto, and no right, privilege, or cause of action shall by reason hereof accrue upon, to, or for the benefit of any third party. Nothing in this Agreement is intended or shall be construed to confer upon or give any person, corporation, partnership, trust, private entity, COUNTY, or other governmental

entity any right, privilege, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof.

ARTICLE 15. FORCE MAJEURE.

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations or any of them is delayed or prevented by Force Majeure.

ARTICLE 16. SEVERABILITY.

It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is held to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

ARTICLE 17. HEADINGS, CONSTRUCTION.

The parties agree that they have each participated in the drafting of this Agreement and that the rules with respect to construing ambiguities against the drafter of a contract shall not apply in any action or litigation regarding this Agreement. All articles and descriptive headings of paragraphs of this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

ARTICLE 18. AMENDMENTS.

This Agreement and Exhibits referenced herein constitute the entire Agreement between the parties with respect to subject matter and mutually agree that no verbal agreements, representations, warranties or other understandings affecting the same exist. No amendment hereof shall be effective until and unless reduced to writing and executed by the parties. The parties shall execute any additional documents as may be necessary to implement and carry out the intent of this Agreement.

ARTICLE 19. REMEDIES.

- a. For a dispute regarding an invoice, the accuracy of the information provided in a facsimile transmission, or an allegation that a facsimile transmission was not received, written notice documenting the grounds for the dispute shall first be directed to the County Official. This notice shall be provided within thirty (30) days of the date of receipt of the facsimile, the date upon which the facsimile should have been received, or the date upon which the invoice is due. Within thirty (30) days of the date of receipt of the notice, the County Official shall conduct any necessary investigations and provide a written decision regarding the allegation(s) raised in the notice.

- b. Each party hereto shall otherwise have all such other remedies that are available pursuant to applicable law.

ARTICLE 20. ATTORNEY FEES.

In the event of any litigation arising under the terms of this Agreement, each party shall be responsible for their own attorney's fees, including appellate fees, regardless of the outcome of the litigation.

ARTICLE 21. GOVERNING LAW, JURISDICTION AND VENUE.

This Agreement shall be governed by the laws of the State of Florida. Any action filed regarding this Agreement will be filed only in Manatee County, Florida, or if in Federal Court, the Middle District of Florida, Tampa Division.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed effective as of the date set forth above.

MANATEE COUNTY, FLORIDA,
a political subdivision of the State of Florida



By: its Board of County Commissioners

By: Stephen R. Johnson
Chairperson

Date: 10/8/19

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: Robin Roth DC
Deputy Clerk



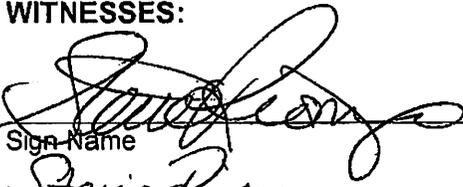
Florida Wildlife Commission
1000 North West 17th Avenue
Tallahassee, Florida 32304
Phone: (904) 488-1000

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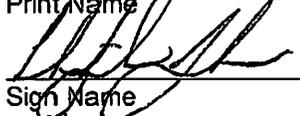
WITNESSES:



Sign Name

Stevie Rioux

Print Name

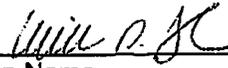


Sign Name

Christopher Johnson

Print Name

**WEST COAST SOUTHERN MEDICAL
SERVICE, INC.**



Sign Name

WILLIAM D TRAYER

Print Name

OPERATIONS CHIEF

Title

9/13/19

Date