

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

THIS CONTRACT is made and entered into 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-17-124, providing a Certificate of Public Convenience and Necessity to WEST COAST for the provision of inter-facility transport services and for stand-by for special events; and

WHEREAS, the Certificate of Public Convenience and Necessity issued pursuant to Resolution No. R-17-124 authorizes certain additional services pursuant to contract with Manatee County; and

WHEREAS, the provision of inter-facility medical transport services and stand-by services at special events allows COUNTY emergency medical services units to handle other emergency responses in the community; and

WHEREAS, the COUNTY has agreed to defray a portion of the expenses incurred by WEST COAST while providing 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, WEST COAST and COUNTY agree to the following:

1. TERM: This Contract shall take effect on November 28, 2017, and shall be for a period coinciding with the COPCN issued in Resolution R-17-124 unless terminated as provided herein. WEST COAST may terminate this Contract by providing written notice to COUNTY at least ninety (90) days prior to the date of termination. COUNTY may terminate this Contract 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 Contract 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. During anytime the insurance required herein is not in force, COUNTY shall suspend services until proof of insurance is provided and otherwise seek to terminate this Contract as above provided.

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 Contract.
- 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 Manatee County Ordinance No. 17-041 and Section 401, Part III, Florida Statutes, unless a different meaning is clearly intended.

3. ACTIVATION OF WEST COAST SERVICES: 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 WEST COAST 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 by facsimile transmission signed by a County Official. The compensable time for such service will consist of a minimum of one hour commencing at the time of such notification and thereafter be measured in 30-minute blocks and extending until the later of the time all patients have been transferred or WEST COAST has been notified by the County Official to terminate service. The County Official shall confirm by facsimile transmission the time at which services have been terminated.

- a. After the minimum first hour, all times shall be measured in 30-minute time periods, except the first five minutes in any 30-minute time period after the initial hour shall not be counted.

4. COMPENSATION RATES: During Peak Call Loads and an EOC Activation when WEST COAST units have been called into service by COUNTY as above provided, WEST COAST shall be compensated in accordance with the following fees:

| | |
|-------------------|---------------------------------|
| ALS and BLS Units | \$100.00 per half hour per Unit |
|-------------------|---------------------------------|

5. DOCUMENTATION AND BILLING:

- a. When WEST COAST is called into service by COUNTY and deployed by COUNTY, WEST COAST shall assist COUNTY by providing as much of the following information to COUNTY as is possible and required by COUNTY and in such form as may reasonably be required by COUNTY:
 - i. Tasking number.
 - ii. Date.
 - iii. Unit number.
 - iv. Patient names, if available.
 - v. Pick up address.
 - vi. Destination address.
 - vii. Type of vehicle (ALS, BLS, wheelchair).
 - viii. Activation time.
 - ix. Ending time.
 - x. ECC control number (for EOC Activation only).

- b. Within fifteen (15) days after the end of each calendar month, WEST COAST shall update the above documentation and submit an invoice to the COUNTY based upon the confirming facsimiles sent by COUNTY noting the start time, unit number, and ending time for each unit in service for which payment must be made. Each invoice shall include the following signed statement: "I swear or affirm that the above Units were providing services as provided in the West Coast-Manatee County Contract and as reflected in this invoice." The facsimile transmission confirming the engagement of WEST COAST services and the start time and ending time are critical to approval of WEST COAST invoices. If a facsimile transmission is not received by WEST COAST within a reasonable period of time, or if the facsimile transmission does not accurately reflect the start time, end time, and units engaged in service, WEST COAST shall provide prompt notice to the County Official in writing. Upon receipt of an invoice from WEST COAST, COUNTY shall review the invoice and promptly pay any undisputed amounts.

- c. Any concern or dispute with regard to the failure to receive facsimile transmissions or the content of such facsimile transmissions identifying start and end times, units engaged, and any invoice shall first be directed to the County Official in writing within thirty (30) days of receipt of the facsimile or notice of the erroneous or disputed invoice. If the dispute is not resolved with the County Official, written notice shall be provided to the County Administrator setting forth the details regarding the dispute. The County Administrator shall have a thirty (30) day period to conduct such investigation as deemed appropriate and provide a recommended settlement to the Board of County Commissioners.

- d. The written notice to raise an objection over an invoice or facsimile transmission calling WEST COAST into service must be brought by WEST COAST within thirty (30) days. If such dispute is not resolved as provided herein, WEST COAST may take such legal action as necessary and appropriate.

6. CONDITIONS:

- a. In anticipation of EOC Activation, WEST COAST shall be present and attend the EOC briefings. The County Official will meet with WEST COAST officials to determine services required by WEST COAST. COUNTY shall not provide compensation to WEST COAST for participation in briefings and meetings.
- b. After the time any WEST COAST unit is called into service by COUNTY until notified of the end time, WEST COAST units shall not leave Manatee County except as directed and authorized by the County Official.
- c. 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 on file with the COUNTY. COUNTY shall have no responsibility to assist WEST COAST in collecting such compensation. WEST COAST may not seek compensation except as provided herein for services provided during EOC Activation.
- d. This Contract is binding upon both parties and may not be transferred or assigned to any other party or successor.
- e. The COUNTY retains the right to seek additional providers to meet the needs of the community.
- f. This Contract constitutes the entire agreement between the parties for the services provided herein and pursuant to Resolution No. R-17-124, and supersedes and replaces all prior agreements and understandings, whether written or oral, relating to the subject matter of this Contract. This Contract cannot be changed or amended orally, but only in writing, signed by the party against whom enforcement is sought.
- g. 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.

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

7. INSURANCE AND INDEMNIFICATION:

- a. WEST COAST shall maintain insurance naming Manatee County as an additional insured conforming to the professional liability and general liability coverage in the attached Certificate of Insurance. WEST COAST shall provide COUNTY within 30 days' notice of all changes to coverages listed in the Certificate of Insurance.
- b. 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 insurance coverages and services required under this Contract.

8. VENUE:

- a. This Contract shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any proceeding shall be in Manatee County with regard to state court proceedings and in the United States District Court, Middle District of Florida, for any federal Court proceedings. If any action at law or in equity is brought to enforce or interpret the terms of this Contract, the prevailing party shall be entitled to costs and expert witness fees as the court determines are just and equitable.

9. NOTICES:

- a. All notices from one party to the other under this Contract shall be directed to the following addresses:

If to COUNTY: Robert Smith, 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
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 written notice to the other party.

- b. WEST COAST authorizes Ray Shannon and William Thayer to provide representations under this Contract and such other agents and employees as identified in writing from the above individuals.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed on this ____ day of _____, 2018.

WITNESSES:

WEST COAST-SOUTHERN MEDICAL SERVICES, INC.

Faye Brenner
Sign Name
FAY BRENNER

By: William D. Thayer

Steve Rioux
Print Name
STEVE RIOUX

Print Name: WILLIAM D. THAYER

Date: 1/10/18

MANATEE COUNTY, FLORIDA,
A political subdivision of the State
Of Florida

By: _____
Ed Hunzeker, County Administrator