

Meeting Date
October 6, 2015



AGENDA	
Section	CONSENT
Item No.	II.C.2

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Agreement with Coastal Health Systems of Brevard, Inc. for Inter-facility and Marchman/Baker Transport Services. Fiscal Impact: \$395,585.00
DEPT/OFFICE:	Fire Rescue

Requested Action:
 It is requested that the Board of County Commissioners (BOCC) approve the Agreement with Coastal Health Systems of Brevard, Inc. (CHSB) for non-emergency inter-facility and Marchman/Baker transport services. It is also requested that the Board grant permission to the Chairman to execute the Agreement.

Summary Explanation & Background:
 Coastal Health Systems of Brevard is the County's current provider of inter-facility and Marchman/Baker Act transports. CHSB's Board of Directors membership is comprised of executive leadership from Brevard's two not-for-profit hospital systems, Health First and Parrish Medical Center. The current agreement with Coastal Health Systems of Brevard, Inc. will expire on September 30, 2016. Brevard County Fire Rescue is requesting the Board of County Commissioners authorize a new five (5) year agreement with Coastal Health Systems effective October 1, 2015 and terminate on September 30, 2020. Either party may request a two (2) year extension, to be authorized by written amendment to the original agreement.

Countywide inter-facility transport service is provided at no cost to the County. Marchman/Baker Act transports did not experience any rate increase during the entire term of the most recent five (5) year agreement, and under this new agreement, there will not be a rate increase for at least the first two (2) years of the new agreement. At the completion of two (2) years Coastal Health Systems has the option of requesting a rate review.

Coastal Health Systems of Brevard is Commission on Accreditation of Ambulance Services (CAAS) accredited. CHSB has consistently met established performance measurements under their current and prior agreements. In addition to inter-facility transports and Marchman/Baker transports, CHSB plays a critical role in the evacuation of patients from area hospitals when a hurricane strike is imminent and provides additional transport capability upon request by BCFR. CHSB is the only local provider capable of providing the services previously described.

CHSB is currently holds a COPCN for inter-facility and Marchman/Baker transports; the Board has the authority to grant COPCNs as provided by F.S. 401, the Special Act of 1971 and the EMS Ordinance (Sec. 42-75).

FISCAL IMPACT: FY 15/16: \$395,585 (Marchman/Baker services).

Contact: Mark Schollmeyer, Fire Chief/Director
 633-2056 Fax 633-2057
mark.schollmeyer@brevardcounty.us

Clerk to the Board Instructions:

Exhibits Attached: Letter from William McCarthy, President/CEO, Coastal Health Systems and Agreement

Contract /Agreement (If attached):	Reviewed by County Attorney	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	PR	<input type="checkbox"/>
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County Manager	Assistant County Manager, Frank Abbate	Department Director / Extension
Stockton Whitten	Assistant County Manager, Venetta Valdengo	Mark Schollmeyer, Fire Chief/Director Fire Rescue Department



Tammy Etheridge, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972

October 7, 2015

MEMORANDUM

TO: Chief Mark Schollmeyer, Fire Rescue Director

RE: Item II.C.2., Agreement with Coastal Health Systems of Brevard, Inc., for Inter-Facility and Marchman/Baker Transport Services

The Board of County Commissioners, in regular session on October 6, 2015, executed an Agreement with Coastal Health Systems of Brevard, Inc., for Inter-Facility and Marchman/Baker Transport Services. Enclosed is a certified copy of the Agreement.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Etheridge, Deputy Clerk

/af

Encl. (1)

cc: Contracts Administration
Finance
Budget

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT FORM

SECTION I

The following information must be completed on all new contracts submitted to the Board.

1. Contractor: Coastal Health Systems of Brevard, Inc.	
2. Fund/Account #: 1351/284600/	Division Name: Fire Rescue
4. Contract Description: Exclusive Non-Emergency Inter-Facility and Marchman Baker Transport Services Within Brevard County.	
5. Contract Monitor: Deputy Chief Dennis Neterer/Carrie Cotter	6. Mail Stop #: 50
7. Dept./Office Director: Mark Schollmeyer, Fire Chief/Director	8. Class Code:
ACTION DATE: 30 days from entry	ACTION REQUIREMENT: Need complete data

SECTION II

The following departments must approve all contracts submitted to the Board:

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>INITIALS</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	<u>✓</u>	<u> </u>	<u>DAN</u>	<u>9/16/15</u>
Risk Management	<u> </u>	<u> </u>	<u> </u>	<u> </u>
County Attorney	<u> </u>	<u> </u>	<u> </u>	<u> </u>

If any office denies approval, the package will be returned immediately to the User Agency.

NOTE: *This form should be attached to all new contracts being submitted to the Board for approval. After the contract has been approved, the contract package, including this form, will go to the Clerk to the Board. The Clerk's office will then forward the Initial Contract Form to Information Systems Division and the contract will be entered into the contract Monitoring System. This initial entry will generate an entry on your monthly contract report and the first report will always show a "Required Action" for the contract. See BC-20 for additional information.*

BC-29: EXHIBIT I

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

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	<u>YES</u>	<u>NO</u>		
User Agency	_____	_____	_____	_____
Risk Management	_____	_____	_____	_____
County Attorney	_____ ✓ _____	_____	_____ <i>CA</i> _____	_____ <i>9/1/15</i> _____

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BC-29: EXHIBIT I

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT FORM


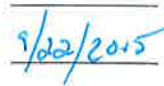


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	<u>YES</u>	<u>NO</u>		
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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BC-29: EXHIBIT I



September 11, 2015

Mark Schollmeyer, Fire Chief & Director, Brevard County Fire-Rescue
1040 S. Florida Avenue
Rockledge, FL 32955

Re: Request for Renewal of Coastal Health Systems Ambulance Franchise

Dear Chief Schollmeyer,

In accordance with the standing agreement entered into on 18 August 2009 between Brevard County ("County") and Coastal Health Systems of Brevard, Inc. ("CHSB") for the operation of an exclusive non-emergency ambulance service franchise within Brevard County, CHSB requests early renewal of the franchise in accordance with Section 3 of the agreement. This request is being submitted due to our recent (current fiscal year) acquisition of three (3) new ambulances needed for fleet expansion and modernization and our intention to procure another two to three additional ambulances in the new fiscal year beginning October 1st, 2015. Additionally, we have a need to replace all of our electronic patient care record (e-PCR) tablets in the coming fiscal year at a cost in excess of \$150,000.00. The total, fully-outfitted investment cost for the units delivered this fiscal year, plus the units that will be ordered in the coming fiscal year, plus the replacement of e-PCR tablets is well in excess of \$700,000.00 which is an investment that reflects multi-year depreciation that exceeds the current contract period of September 2016. Approval of this extension will allow us to reasonably expect to recover the costs of these vehicles and assets during the new service period.

CHSB has held the franchise for providing these services for over twenty-seven years and during that time developed a close, professional working relationship with Brevard County Fire Rescue ("BCFR") that has served the county very well and provides the county with detailed and regular reports germane to our performance as required by our franchise agreement. As you know from receipt of these reports, Coastal has significantly exceeded the requirements of our franchise agreement for many years. (Copies of performance summaries for FY 2014 and FY 2015 to date are attached.)

It should be noted that this agreement is not a "price-driven" agreement with financial bid specifications, but rather it is a "performance-driven" agreement. The only cost to the County is in the Marchman/Baker Act transport offset, and we are willing to maintain these rates under the new agreement at the rate they are at currently for another two years at a minimum. During the initial five-year term of our current agreement, CHSB has not asked for, nor required, a rate increase for Marchman/Baker services or base rate and mileage for all other ambulance transports. However, as a result of draconian changes in Florida Medicaid reimbursement, along with some of our current base rates

486 Gus Hipp Boulevard
Rockledge, FL 32955
Visit us at: www.coastalhealth.org

Administration: (321) 633-7050
Communications: (321) 631-1448
Fax: (321) 632-3005

being below the Medicare allowable and the report of a Fitch and Associates consulting engagement that recommended much higher rates than we have been charging, we are requesting negotiation of new base rates and mileage for inclusion in the new franchise agreement.

Renewal of our franchise agreement will give CHSB a foundation upon which to make the necessary capital investments that will further expand and enhance service to Brevard County with the understanding that the franchise will remain in force providing CHSB continues to deliver its services within the required performance parameters.

Coastal Health Systems has served Brevard County very well for a long time. We take our responsibility to the County, our citizens and the healthcare facilities that we serve very seriously. It is our intention and desire to continue providing the highest quality support and service to the citizens of Brevard throughout the entire period of our new agreement. I respectfully request that this renewal of our agreement be considered and, if acceptable, forwarded to the Brevard County Board of County Commissioners for their consideration and approval.

Sincerely,



William (Bill) McCarthy
President/CEO

cc: Stockton Whitten, County Manager, Brevard County
Frank Abbate, Assistant County Manager, Brevard County
Dennis Neterer, Deputy Fire Chief

**AGREEMENT FOR INTERFACILITY AND
MARCHMAN/BAKER TRANSPORT SERVICES**

THIS AGREEMENT (Agreement) entered into this 6th day of October, 2015 by and between the **BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA**, a political subdivision of the State of Florida (hereinafter referred to as "County") and **COASTAL HEALTH SYSTEMS OF BREVARD, INC.**, a Florida not-for-profit corporation (hereinafter referred to as "CHSB").

WITNESSETH:

WHEREAS, Chapter 71-556, Special Acts of Florida (1971), grants the Board of County Commissioners of Brevard County, Florida, the power to grant exclusive and non-exclusive franchises for the furnishing of emergency and non-emergency ambulance services in both incorporated and unincorporated areas of Brevard County, Florida; and

WHEREAS, Chapter 71-556, Special Acts of Florida (1971), grants the Board of County Commissioners of Brevard County, Florida, the option to exclude operation of ambulance services, both emergency and non-emergency, by any other governmental entity, municipality, person, firm, association or corporation in such areas as the County elects to grant exclusive franchises for the maintenance and operation of the business of providing emergency and non-emergency ambulance services; and

WHEREAS, the Board of County Commissioners of Brevard County, Florida, has exercised its option under Chapter 71-556, Special Acts of Florida (1971), to provide for the operation of exclusive ambulance services within the service area described in this Agreement; and

WHEREAS, CHSB currently holds both an exclusive interfacility transport franchise and an exclusive Marchman/Baker transport franchise granted by the County, within the service area described in this Agreement, according to the standards and specifications recited herein; and

WHEREAS, the Board of County Commissioners of Brevard County believes that having CHSB available for emergency back-up and mutual aid, as needed, as provided herein, constitutes a public benefit; and

WHEREAS, the Board of County Commissioners of Brevard County, Florida, has determined that the award of the exclusive interfacility franchise to CHSB makes available to the residents in the service area described in this Agreement an efficient and cost effective interfacility non-emergency advanced life support/basic life support ambulance service; and

WHEREAS, the award of the exclusive franchise to CHSB for the furnishing of interfacility non-emergency advanced life support/basic life support ambulance services was in conformity with the procedures set forth in Chapter 71-556, Special Acts of Florida (1971); and Section 125.01(1)(e), Florida Statutes; and

WHEREAS, CHSB representatives assure the County that CHSB continues to possess the requisite skills, managers, agents, and employees to perform all duties specified in this Agreement, in full compliance with all applicable governmental regulations; and

WHEREAS, it is the purpose of this Agreement to continue both exclusive franchises within the service and geographical area known as Brevard County, Florida, according to the standards and specifications recited herein; and

NOW, THEREFORE, in consideration of the premises and mutual promises contained herein, it is mutually agreed between the parties as follows:

SECTION 1. APPLICABILITY OF PREVIOUSLY ADOPTED AGREEMENT PROVISIONS:

The provisions of this Agreement are intended to supercede and completely replace all previously referenced adopted transport agreements and amendments between the parties. This Agreement, including the exhibits, riders, and/or addenda, if any, attached hereto, sets forth the entire transport Agreement between the parties. To the extent that any previously adopted transport agreement and/or amendment shall contain conflicting language, this Agreement shall control and all previously adopted transport agreement and amendment provisions, except for those relating to indemnification, hold harmless, and/or insurance, shall have no further effect. To the extent that any issues of liability or indemnification arise out of CHSB's provision of services provided prior to the effective date of this Agreement, the indemnification, hold harmless, and/or insurance language included in the applicable transport agreement/amendment effective at the time service was rendered shall continue to remain in effect.

SECTION 2. TERM:

The term of this Agreement shall commence on October 1, 2015 and shall terminate on September 30, 2020.

SECTION 3. RENEWAL:

Either party may request that the term of this Agreement be extended after its initial term for an additional two years. Any extension must be authorized by written amendment to this Agreement, executed by both parties prior to expiration of this initial term. In the event either party intends to request an extension, written notice of said intent must be provided to the other party at least ninety (90) days prior to the date for termination of the initial term of this Agreement.

SECTION 4. DEFINITIONS:

"Agreement Manager" as referenced herein is defined as the Brevard County Fire Chief or his/her designee.

"Interfacility Ambulance Service" as referenced herein is defined to mean interfacility non-emergency advanced life support/basic life support ambulance service. It is accepted that some interfacility ambulance service by its very nature will require emergency transport.

SECTION 5. INTERFACILITY TRANSPORT SERVICES:

Pursuant to the exclusive franchise given to CHSB, CHSB hereby agrees to furnish interfacility ambulance service between medical facilities and between residences and medical facilities located within the Service Area on a twenty-four (24) hour per day, seven (7) days per week basis. CHSB agrees to perform in a manner, which will meet or exceed the performance parameters as outlined in Exhibit "A," which is attached to this Agreement, incorporated herein, and made a part hereof. In addition to the performance parameters, CHSB also operates under a Patient Transport Policy which outlines which trips take precedence over others, assesses a priority to the patient's medical condition and outlines the procedures to be taken when the dispatcher cannot immediately accommodate the needs of the caller. This Policy is outlined in Exhibit "B," which is attached to this Agreement, incorporated herein, and made a part hereof.

SECTION 6. BAKER ACT:

Pursuant to the exclusive franchise given to CHSB, CHSB is hereby authorized, and hereby agrees to implement, operate and furnish appropriate transportation for individuals (hereinafter referred to as "Client(s)") who suffer from mental illness as defined by Section 394.455(18), Florida Statutes, and/or Chapter 65E-5 of the Florida Administrative Code, to the nearest designated receiving facility as defined under Section 394.455 (26), Florida Statutes, or from a designated receiving facility to a designated treatment facility. With respect to transporting Clients to receiving facilities, the parties hereto understand that pursuant to Section 394.462, Florida Statutes, the County is only responsible for payment of transportation to the nearest initial receiving facility and that subsequent transport to other receiving facilities within Brevard County is not a County responsibility.

The above-described service by CHSB shall be provided in the service area, which comprises all of Brevard County, Florida. Within this service area, law enforcement has the option, at any time, of providing transportation to the nearest medical or mental health receiving facility when law enforcement determines it is in law enforcement's or the individual's best interest.

The term "transport for mentally ill Clients" shall include transportation of persons who, as a result of mental, emotional, or behavioral disorder, require involuntary evaluation and/or treatment at a designated receiving and treatment facility. When CHSB is on the scene and determines the Client is in need of medical treatment, transportation for mentally ill Clients to licensed medical facilities for necessary medical treatment will be provided by CHSB, provided that the appropriate medical transport (ambulance) is the on-scene unit. When CHSB is not on-scene of an individual in need of immediate medical treatment, the individual shall be considered a medical patient and the local EMS agency shall be initiated for prompt response for treatment and/or transport to a medical facility.

The above-described service by CHSB shall include all transports for involuntary mentally ill Clients that originate within the County, as authorized under Chapter 394, Florida Statutes, regardless of destination within the State of Florida. Such service shall not include transport for mentally ill Clients that originate outside of the County, with a destination within the County.

Transportation of a mentally ill Client for an involuntary examination that originates within the County shall be upon request of such persons as authorized under Section 394.463 (2) (a), Florida Statutes.

Transportation of voluntary Clients to designated treatment facilities must have prior authorization from the receiving facility before CHSB will transport the Client. A voluntary Client will not be transported out of the County unless able to provide advanced or guaranteed payment to CHSB for the transport.

Transport for mentally ill Clients may also include transportation between the County Detention Center and a designated receiving or treatment facility. However, authorized transportation under this paragraph does not include transportation of an inmate undergoing a psychological evaluation for competency or insanity defense purposes pursuant to Fla. R. Crim. Proc. 3.210-3.219 nor does it include transportation of individuals placed under arrest for any criminal act. CHSB has the right to refuse a transport request from the Detention Center when the client is under a "hold order" (Client must be returned to the Detention Center).

SECTION 7. MARCHMAN ACT:

Pursuant to the exclusive franchise given to CHSB, CHSB is hereby authorized and agrees to implement, operate, and furnish appropriate transportation for Clients suffering from substance abuse, including alcohol and other drug abuse, as defined under Section 397.311, Florida Statutes, within the County.

The above described service shall include the transportation for individuals suffering from substance abuse, [also hereinafter "Client(s)"] which transportation originates within the County, with a destination to the designated Detoxification Facility for the County, or in the case of juvenile Clients under the age of eighteen (18), with a destination to the District 7 Addictions Receiving Facility, currently in Orlando, Florida. Local law enforcement has the option, at any time, of providing transportation to the nearest medical or treatment facility when it is in law enforcement's or the individual's best interest. When CHSB is on-scene and determines the Client is in need of medical treatment, transportation for Clients to licensed medical facilities for necessary medical treatment will be provided by CHSB, provided that the appropriate medical transport (ambulance) is the on-scene unit. When CHSB is not on-scene of an individual in need of immediate medical treatment, the individual shall be considered a medical patient and the local EMS agency shall be initiated for prompt response for treatment and/or transport.

Transportation of a substance abuse client shall only be upon the request of a law enforcement officer, a medical facility, or the County's Agreement Manager or authorized designee.

The above described service by CHSB shall include transports for involuntary and voluntary substance abuse Clients that originate within the County, to the designated County Detoxification Facility. Such individuals must not be violent in nature and not incapacitated to the point of being non-ambulatory. An individual who is violent or non-ambulatory will be transported by law enforcement to a holding facility and held until accepted by a designated detox or treatment facility.

Transportation of voluntary substance abuse clients to treatment facilities must have prior authorization from the receiving facility before CHSB will accept the client for such transport. A voluntary substance abuse client will not be transported out of the County unless able to provide advanced or guaranteed payment to CHSB.

SECTION 8. SPECIAL EVENT/STANDBY:

CHSB is hereby authorized, and hereby agrees, to furnish special event or standby ambulance service within the Service Area, on an as-needed basis and fee for service basis.

SECTION 9. ADDITIONAL RESPONSE:

If CHSB has an ambulance available, CHSB shall respond to emergency ambulance calls only as directed by the Brevard County 911 Dispatch Center. CHSB may also be requested by a medical facility to perform ALS or BLS transport for patients, which do not require 911 responses, but do require an immediate response for a possible emergent medical condition. In addition, CHSB shall provide and respond to mutual aid requests from municipalities in Brevard County as directed by Brevard County. CHSB shall provide copies of any and all mutual aid agreements to which CHSB is a party; in effect at the time CHSB executes this Agreement at the same time it delivers this Agreement, executed by CHSB to the County. In addition, should CHSB sign any mutual aid agreements with any entity after CHSB's execution of this agreement, CHSB shall forward a copy of such additional mutual aid agreement(s) to the Agreement Manager within five (5) days of its execution of such agreement.

SECTION 10. TRANSPORTATION SERVICES:

CHSB shall furnish all above described transportation services for all the above-described Clients who require such service in the County, on a twenty-four (24) hours per day, seven (7) days per week basis. Non-mandatory, out of County (OOC) transports shall be scheduled as is customary for interfacility transports.

SECTION 11. SERVICE AREA:

For the purpose of all services provided pursuant to this Agreement, the geographical area ("Service Area") encompasses all of the area, including incorporated municipal jurisdictions, of Brevard County, Florida.

SECTION 12. COMPLIANCE WITH STATUTES AND/OR ADMINISTRATIVE CODE:

CHSB hereby agrees to maintain sufficient personnel and vehicles to provide all transport services contemplated under this Agreement. All such personnel and vehicles shall comply with all provisions of Chapter 401, Florida Statutes, and Chapter 64J-2, Florida Administrative Code (FAC), and all other applicable standards, rules and regulations, including, but not limited to, those medical response standards established for the operation of interfacility non-emergency advanced life support/basic life support ambulance service (or successor statutes, codes, standards, etc.). At any given point in time, if any vehicle or such personnel fail to meet or comply with any of the requirements of Chapter 401 or Chapter 64J-2, FAC, as set out above, then such vehicle or personnel shall not be used to provide services under this Agreement until there is full compliance.

SECTION 13. TRANSPORTATION VEHICLES:

CHSB shall maintain sufficient vehicles staffed by sufficient personnel, pursuant to the provision of Chapters 394 and 397, Florida Statutes, to provide the necessary Marchman/Baker Act transportation services contemplated under this Agreement. CHSB shall perform all Marchman/Baker Act transportation services in a manner, which will meet or exceed the response parameters as outlined in Exhibit "C," which is attached to this Agreement, incorporated herein, and made a part hereof. CHSB, in executing this Agreement, affirmatively represents it will also comply with the requirements of Chapters 65E-5 and 65E-14, FAC, when providing Marchman/Baker Act transportation services.

All vehicles utilized by CHSB in the performance of this Agreement shall be properly identified as vehicles of CHSB, so that such vehicles can be distinguished from those operated by the County, or other organizations with Brevard County, Florida.

The County shall have the right to inspect, in accordance with Chapter 64J-2, Florida Administrative Code (and/or any successor laws, statutes, ordinances, and standards relating to the standards and requirements ambulances must meet in order to lawfully operate in Brevard County), all vehicles used by CHSB in providing any and all transportation services under this Agreement. The County shall have the right to conduct an inspection of each vehicle at least two (2) times per year without notice to CHSB. The County may also conduct an inspection of an ambulance if there is any reason to believe, or any report or complaint suggests, the ambulance is not in compliance with the above laws, regulatory standards, or codes.

SECTION 14. REPORT:

CHSB shall, by the tenth of each month, furnish to the County's Agreement Manager a monthly report regarding activity, which report shall include reasonable information from the previous month's service as requested or required by the Agreement Manager. Further, CHSB shall generate, and submit to the appropriate agencies, all other reports required by Florida Statutes, or other applicable governmental regulation.

SECTION 15. COMMUNICATION SYSTEM:

CHSB shall maintain a communication system with the capability of accepting calls and dispatching response vehicles on a twenty-four (24) hours per day, seven (7) days per week basis during the term of this Agreement.

SECTION 16. INSURANCE:

CHSB shall keep in force and at all times maintain the following insurance coverages during the term of this Agreement:

- a. **Professional Liability Insurance:** Professional Liability insurance with a minimum of one million dollars (\$1,000,000.00).
- b. **General Liability Insurance:** General Liability insurance with a minimum combined single limits of one million dollars (\$1,000,000.00) for Bodily Injury, Property Damage, Personal Injury and Advertising Injury.
- c. **Automobile Liability Insurance:** Automobile Liability coverage shall be in the minimum amount of one million dollars (\$1,000,000.00) combined single limit for Bodily Injury and Property Damage.
- d. **Workers' Compensation and Employers Liability Insurance:** Providing coverage for all CHSB employees, with limits of insurance consistent with those required by state statute, including Employers Liability limits of \$100,000.00.

All above related insurance policies shall be placed with an acceptable insurance company having a minimum Alfred M. Best Company, New York, latest edition, general policyholder rating of "A", and a minimum financial rating of "VI".

All insurance policy premiums shall be paid by CHSB, and shall be maintained at all times during the term of this Agreement without cost or expense to the County.

All insurance policies shall be submitted to the County for approval at least ten (10) days prior to commencement of operation by CHSB under this Agreement. Satisfactory evidence that such insurance is, at all times, in force and effect shall be furnished to the County in such form as the County may specify.

Every insurance policy required herein shall contain provisions for continual liability thereunder for the full amount thereof, notwithstanding any recovery thereon; that the liability of the insurer shall not be affected by the insolvency or the bankruptcy of the insurer or the insured; and that until the policy is revoked, the insurance company will not be relieved of liability on account of non-payment of premium or any act or omission of the named insured. Such policies of insurance shall be further conditioned for the payment of any judgment up to the limits of the policy recovered against any person other than CHSB, its agents or employees, who may operate a vehicle with the consent or acquiescence of CHSB. Every insurance policy required hereunder shall extend for the term of this Agreement, and the insurer shall be obligated to give not less than thirty (30) days written notice to the County and to the insured before any cancellation or termination thereof earlier than its expiration date. The cancellation or termination of any such policy shall automatically revoke and terminate the licenses issued for the vehicles covered by such policy unless another insurance policy complying with the provisions of this Section shall be provided and be in effect at the time of such cancellation or termination.

SECTION 17. INDEPENDENT CONTRACTOR:

CHSB shall perform and render all services described in this Agreement as an independent contractor. None of CHSB's staff, employees, officers, etc., shall be considered to be an agent, employee, or representative of Brevard County at any time for any purpose.

SECTION 18. COMPENSATION:

CHSB shall comply with, and follow, the rate schedule for the furnishing of interfacility ambulance transport service and mutual aid as set forth in Exhibit "D," which is attached to this Agreement, incorporated herein, and made a part hereof.

CHSB may request, at any time, that the above listed user rates be considered for reduction, increase, or otherwise modified. All rates are subject to review and approval by the Board of County Commissioners of Brevard County, Florida.

The County shall pay CHSB, as compensation for ensuring the availability of transportation services for Marchman/Baker Act Clients as provided under this Agreement, the amounts as set forth in Exhibit "E," which is attached to this Agreement, incorporated herein, and made a part hereof. CHSB shall have no other right of compensation or reimbursement from the County under this Agreement for Marchman/Baker Clients except as set out in Exhibit "E."

CHSB and the County shall have the right to request negotiation of the above described compensation for Marchman/Baker Act transportation services with the County at the completion of the first two (2) years of this agreement, at the completion of the fifth year of the agreement, and/or prior to the commencement of the two (2) year renewal, should the parties hereto agree to extend the term for the additional term as outlined in Section 3 of this Agreement.

SECTION 19. REQUEST FOR PAYMENT:

All requests for payment submitted by CHSB shall be forwarded to the Agreement Manager or the Agreement Manager's designated representative for approval of payment and processing. Any monthly payment and future payments to CHSB may be held or delayed until any monthly report required and due under Section 14 is received. The monthly payments received by CHSB are made to ensure that CHSB maintains an appropriate number of crews in service to meet performance parameters and ensure their ability to respond within the parameters.

CHSB shall make all good faith and reasonable efforts to collect payment from both the Client serviced, the Client's family or guardian and the Client's insurance company, where applicable. CHSB shall maintain and provide the County with appropriate records of all such collection efforts and an accounting of monies collected on behalf of the Clients serviced or monies received from third parties on their behalf. The information concerning monies collected each month shall be included in the monthly report for each month. CHSB shall have the right to retain all monies collected pursuant to this paragraph.

SECTION 20. AUDITING, RECORDS AND INSPECTION:

In the performance of this Agreement, the CHSB and the County shall keep books, records, and accounts of all activities related to the Agreement, in compliance with generally accepted accounting procedures, as adopted by the Department of Financial Services, as set forth in Rule 691-61.0012, Florida Administrative Code, as amended or superseded from time to time, or the Auditor General. Books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of each office and shall be retained by CHSB and the County for a period of three (3) years after termination of this Agreement for accounting related records and for other public records, five (5) years after termination of this

Agreement, unless otherwise required by law to be held for a longer period of time. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of Chapter 119, Section 401.30, Florida Statutes.

The County and CHCB agree to comply promptly with any request for public records or documents made in accordance with Section 119.07, Florida Statutes.

Upon a request for public records related to this Agreement, the County or CHCB, as the case may be, will inform promptly the other party of the request and, upon request of the other party, provide electronic copies of the responsive public records provided, at no additional cost to the County or CHCB, as the case may be.

No reports, data, programs or other materials produced, in whole or in part for the benefit and use of the County under this Agreement shall be subject to copyright by CHCB in the United States or any other country.

SECTION 21. DEFAULT/VIOLATION:

In the event CHSB shall default under any of the provisions specified in this Agreement, or violate any standard specified herein, or any other law, regulation, rule, or protocol applicable to the furnishing of transportation services for mentally ill or substance abuse Clients, the County shall have the right after notice to terminate this Agreement. The County's Agreement Manager shall furnish to CHSB written notice of any such default or violation, and CHSB shall have thirty (30) days from the receipt of said notice to correct or remedy such default or violation. In the event such violation is not corrected, or such default is not remedied, within said thirty (30) day period, or is of such a nature that it cannot be corrected or remedied, this Agreement shall be immediately thereafter terminated.

Provided that no such violations have been left uncorrected and that CHSB has not sustained any periods/patterns of poor performance that could lead to the termination of this agreement as noted above, the County shall preserve the exclusivity of this franchise. As the County requires that CHSB adhere to mandatory published performance standards, deliver Marchman/Baker Act transportation services that are provided typically at a financial loss to CHSB, support BCFR through mutual aid and support Brevard County Emergency Operations countywide during disasters of any kind, it is recognized that significant capital investments have been made to support such operations and that granting any additional ambulance Certificates of Public Convenience and Necessity (COPCN) would be financially detrimental to CHSB and negatively impact CHSB's ability to deliver these critical support services. Thus, to prevent fragmentation of EMS services during an emergency, ensure the reliability and availability of Marchman/Baker Act transportation services, and maximize disaster planning and coordination efforts, the county will preserve the exclusive nature of this agreement as long as CHSB's services are provided in accordance with the performance standards contained herein and any potential competitor will be required to provide proof of failure to deliver services in accordance with the standards directed by this agreement.

SECTION 22. PERFORMANCE:

In its performance under this Agreement, CHSB shall be responsible to the Agreement Manager or the Agreement Manager's designated representative. With respect to issues regarding performance under this Agreement, CHSB shall respond to the inquires of, and be accountable to, the County's Agreement Manager. In addition, CHSB shall provide the Agreement Manager with statistical performance reports for non-emergency ambulance and Marchman/Baker transport services on a quarterly basis. These reports will include, at a minimum, the number of urgent, routine and pre-scheduled ALS/BLS ambulance transports performed, the number of Marchman/Baker Act transports

performed (by priority category) and the percentage of services delivered that were performed on-time per the performance parameters directed by this Agreement.

SECTION 23. MODIFICATIONS: Any alterations, variations, changes, expansions, modifications, or waivers of this Agreement shall only be valid when they have been reduced to writing, and duly executed by both of the parties hereto.

SECTION 24. ASSIGNABILITY: CHSB shall not assign or transfer any interest in this Agreement without the prior written consent of the County.

SECTION 25. JURISDICTION, VENUE AND CHOICE OF LAW:
All questions pertaining to the validity and interpretations of this Agreement shall be determined in accordance with the laws of the State of Florida. Any legal action by either party against the other concerning this Agreement shall be filed in Brevard County, Florida, which shall be deemed proper jurisdiction and venue for the action. Any trial shall be non-jury.

SECTION 26. ATTORNEY'S FEES AND COSTS:
In the event of any litigation between the parties arising out of this Agreement, each party will bear its own attorney's fees and costs.

SECTION 27. SEVERABILITY:
If any section, paragraph, sentence, clause, phrase, or word of this Agreement, is for any reason held by a Court to be unconstitutional, inoperative, or void, such holding will not affect the remainder of this Agreement.

SECTION 28. INDEMNIFICATION/HOLD HARMLESS:
To the extent permitted by law and subject to the limitations contained in Section 768.28, Florida Statutes, CHSB shall indemnify and hold harmless the County and its agents and employees from and against any and all claims, damages, losses, bodily injuries (including death), and expenses, including attorney's fees, arising out of or resulting from any services provided pursuant to this Agreement, but only to the extent such claim damage, loss, or expense is caused in whole or in part by the negligence of CHSB.

To the extent permitted by law and subject to the limitations contained in Section 768.28, Florida Statutes, the County shall indemnify and hold harmless CHSB and its agents and employees from and against any and all claims, damages, losses, bodily injuries (including death), and expenses, including attorney's fees, arising out of or resulting from any services provided pursuant to this Agreement, but only to the extent such claim damage, loss, or expense is caused in whole or in part by the negligence of the County.

In agreeing to this provision, neither party intends to waive any defense of sovereign immunity, or limits on damage to which it may be entitled under Section 768.28, Florida Statutes or otherwise provided by law. Nothing herein shall be construed as consent by the County or CHSB to be sued by third parties in any matter arising out of any contract. The parties acknowledge that specific consideration has been exchanged for this provision.

SECTION 29. WAIVER:
The County may waive performance of any duty or requirement under this Agreement; however, no waiver shall be effective or enforceable between the parties unless the County has confirmed the waiver in writing. A waiver of any given duty or requirement shall not be considered or construed to waive the future performance of the same or any other duty or requirement.

SECTION 30. NOTICE:

Notice under this Agreement shall be given to the County by mailing written notice by certified mail, postage prepaid, to the County Manager, 2725 Judge Fran Jamieson Way, Viera, FL, 32940, and notice shall be given to CHSB by mailing written notice by certified mail, postage prepaid, to the President, Coastal Health Systems of Brevard, Inc., Post Office Box 560386, Rockledge, FL, 32956-0386.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the day and year first above written.

BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA

Attest:

BY: 
Scott Ellis, Clerk

BY: 
Robin Fisher, Chairman

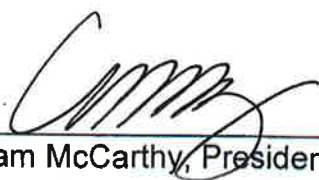
As approved by the Board on 10-06-15.

Reviewed for legal form and content:


Becky Behl-Hill, Assistant County Attorney

(Corporate Seal)

COASTAL HEALTH SYSTEMS OF BREVARD, INC.

BY: 
William McCarthy, President/CEO

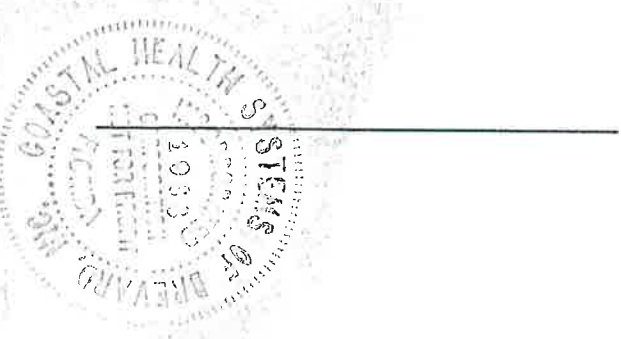


EXHIBIT "A"

INTERFACILITY TRANSPORT PERFORMANCE PARAMETERS

CHSB will meet the following performance parameters during the course of providing interfacility service delivery under the terms of the Agreement:

Pre-scheduled transport	on time, 90%
Non-scheduled, urgent	On-scene within two hours of call time, 90%
Non-scheduled, non-urgent	On-scene within four hours of call time, 90%

DEFINITIONS:

Pre-scheduled	Scheduled 24 hours in advance
Urgent	Same day request – time sensitive
Non-urgent	Same day request – not time sensitive

EXHIBIT "B"

COASTAL HEALTH SYSTEMS OF BREVARD, INC. PATIENT TRANSPORT STANDARDS

During the term of the Agreement, CHSB agrees to perform under the following patient standards, including Medical Response and Medical Conditions.

MEDICAL RESPONSE STANDARDS – (in order of precedence)

- 1) Emergency response and/or transfer: Any interfacility patient transport deemed as an emergency by a licensed healthcare provider due to the patient's immediate medical condition.
- 2) Mutual Aid 9-1-1 emergency response to an actual call requested by Brevard County Dispatch center, pending the availability of an uncommitted ambulance that is not in attendance of a patient.
- 3) Labor and Delivery patients in active labor, imminent birth or experiencing medical complications, to include Neonatal Intensive Care Unit transports. (NICU)
- 4) Marchman/Baker transports originating from a Law Enforcement agency.
- 5) Non-emergency Interfacility patient transport from one hospital to another hospital within Brevard County, including Marchman/Baker transports from Emergency Rooms to a designated receiving facility. *
- 6) Non-emergency interfacility patient transport from non-medical facility to the closest medical facility within Brevard County. *
- 7) Non-emergency interfacility patient transport from medical facility to medical facility within Brevard County, including Marchman/Baker transports from inpatient mental health units or hospital floor. *
- 8) Non-emergency interfacility patient transport from medical facility to non-medical facility within Brevard County.
- 9) Non-emergency interfacility patient transport from non-medical facility to another non-medical facility within Brevard County.
- 10) Non-emergency interfacility patient transport from a Brevard County hospital to a hospital outside of Brevard County. *
- 11) Non-emergency interfacility patient transport from medical facility to a medical facility outside of Brevard County.
- 12) Non-emergency interfacility patient transport from medical facility to a non-medical facility outside of Brevard County.

EXHIBIT "B" cont.

**COASTAL HEALTH SYSTEMS OF BREVARD, INC.
PATIENT TRANSPORT STANDARDS**

- 13) Non-emergency interfacility patient transport from non-medical facility to a non-medical facility outside of Brevard County.
- 14) Ambulance standby as requested by Brevard County Dispatch center pending the availability of an uncommitted ambulance.
- 15) Moves of convenience.

* Those transports deemed urgent in nature may be elevated to a higher patient transport standard priority.

EMERGENCY is defined as the onset of an acute illness or accident that must have immediate medical attention and the immediate dispatch of an ambulance to a possible life threatening medical condition.

An acute illness or injury, that if not treated in a reasonable time frame, could cause a body organ to fail or cause death or otherwise cause a patient to be unable to return to their normal life style. An emergency medical response may be an interfacility transfer; however this does not include a physician desire to expedite transport for non-medical reasons.

The patient may be classified as a medical/trauma red or medical/trauma yellow (unstable). Coastal may classify these transports as either "emergency/emergent/stat/urgent" transports.

NON-EMERGENCY is defined as a medical condition which is not life threatening and does not require immediate medical attention and is dictated by a non-emergent condition that does not require immediate ambulance response. A non-emergency may be a scheduled transfer.

The patient may be medical/trauma green (stable). Coastal may classify these transports as either "pre-scheduled/routine" transports.

MEDICAL FACILITY is defined as a nursing home, doctor's office, clinic or any facility, which employs a medical staff.

NON-MEDICAL FACILITY is defined as a residence, congregate living facility, airport or any building, which does not employ a medical staff.

PRE-SCHEDULED calls require a minimum of 24 hours notice received a day(s) prior to the patient transport and shall be given priority for the same type of service over those requested on the same day of service.

EXHIBIT "C"

MARCHMAN/BAKER ACT TRANSPORT SERVICE PARAMETERS

CHSB will operate within the following service priorities and parameters:

MARCHMAN AND BAKER PRIORITIES

- Priority 1. Law enforcement with the patient.
- Priority 2. Transports coming from an Emergency Room.
- Priority 3. Transports from hospital rooms, detention center, inpatient mental health units, other *stable environments, ExParte and voluntary requests.
- Priority 4. Pre-scheduled transports with minimum of twenty-four (24) hours notice, to include all out of county transports.

RESPONSE PARAMETERS

- Priority 1. On-scene one (1) hour from time of call's acceptance from the receiving facility, with a 90% on time benchmark.
- Priority 2. On-scene two (2) hours from time of call's acceptance from the receiving facility, with a 90% on time benchmark.
- Priority 3. On-scene four (4) hours from time of call's acceptance from the receiving facility, with a 90% on time benchmark.
- Priority 4. On-scene at the agreed upon time, with a 90% on time benchmark.

Additional Notations:

*For the purposes of this Agreement, law enforcement administrative buildings or "precincts" are not considered stable environments.

Calls requiring longer than 15 minutes to approve by the receiving facility will not be factored as late transports.

Calls placed on hold by either the sending or receiving facility will result in a restart of the response time window.

Transports requiring special needs such as female crew for female juvenile will not be subjected to the response time window.

EXHIBIT "D"

**COASTAL HEALTH SYSTEMS OF BREVARD, INC.
TRANSPORT RATE SCHEDULE**

AMBULANCE TRANSPORTATION

BLS Non-Emergency	<u>\$290.00</u>
ALS Non-Emergency	<u>\$400.00</u>
BLS Emergency	<u>\$440.00</u>
ALS Emergency	<u>\$520.00</u>
ALS-2	<u>\$755.00</u>
ALS-SCT	<u>\$890.00</u>
All Mileage	<u>\$11.25 / mile</u>
Stand-By or Waiting Time	<u>\$125.00</u> per hour or increment thereof *

In addition to Coastal's primarily non-emergency inter-facility services, Coastal routinely renders ambulance services in response to facility requests that fall into the Center for Medicare and Medicaid Services (CMS) guidelines qualifying Coastal for reimbursement under the CMS code for ALS or BLS Emergency based on the "immediate response" criteria. The current CMS definition for Emergency is not based on "lights and sirens"; it is based on "immediate response". Under this contract, Coastal will bill the ALS or BLS Emergency rates only when an immediate response is rendered following an inter-facility or 911 request and only when all other CMS criteria for this type of transport have been met.

SERVICE CHARGES for ADDITIONAL PERSONNEL/SPECIAL EQUIPMENT

Stair Chair - Hydraulic Stretcher Use – Lift Assist

\$100 Additional Charge for each service / crew / equipment.

* There is a one-hour minimum charge for all wait time.

EXHIBIT "E"

MARCHMAN/BAKER ACT TRANSPORT RATE SCHEDULE

Years One through <u>Two</u> of the Agreement 10/01/ <u>2015</u> through 09/30/ <u>2017</u>	\$395,585
Years Three <u>through</u> Five of the Agreement 10/01/ <u>2017</u> through 09/30/ <u>2020</u>	\$395,585*

* Per the terms of the Agreement, CHSB has the option of requesting a rate review at the end of the second year of the Agreement if the call volume of Marchman/Baker Transports has increased to the point where the 60/40 payment schedule has eroded significantly.

CHSB shall have the right to bill for and retain all funds collected pursuant to the second paragraph of Section 19 of the Agreement.