

AGREEMENT FOR BEHAVIORAL TRANSPORTATION SERVICES

THIS AGREEMENT, is made this _____ day of January, 2021, by and between The Crisis Center of Tampa Bay, Inc., D/B/A TransCare Medical Transportation Services (hereinafter referred to as "Transport Service") and, Pasco Sheriff's Office, (hereinafter referred to as "Customer").

RECITALS

WHEREAS, "Customer" is one of the law enforcement agencies in Pasco County responsible, pursuant to the Pasco County Transportation Plan, for providing and/or coordinating Baker Act and Marchman Act transportation of students attending public school within Pasco County .

WHEREAS, Transport Service provides behavioral van services, is licensed by applicable State authorities to provide those services.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements contained herein, the Parties to this Agreement agree as follows:

1. **Incorporation of Recitals.** The recitals set forth above are hereby incorporated by reference into this Agreement and made a part hereof as if set forth in their entirety.

2. **Appointment as Service Provider.** Customer appoints Transport Service and Transport Service accepts such appointment as follows:

a. **Provider of Behavioral Van Services.** Transport Service shall act as a provider of behavioral van services (hereinafter, "Van Services") for students determined by Customer, pursuant to the Pasco County Transportation Plan to qualify for Van Services, during the hours of 7 am and 4pm Monday through Friday, pursuant to the terms of this Agreement. "Behavioral Van Services" consist of a response by Transport Service to School and one-way transportation to the students designated Receiving Facility according to the Pasco County Transportation Plan.

b. **Availability.** Customer expressly understands and acknowledges Transport Service may be unavailable at times due to high demand, emergencies, or other unforeseen circumstances. Transport Service will notify Customer when requests for Van Services under this Agreement cannot be honored to permit Customer to obtain the services of another provider. Customer understands in those instances where Transport Service is unavailable, Transport Service has no responsibility to arrange or pay for the charges of a substitute provider or to pay Customer the difference, if any, between the contracted rate and the charges of any such substitute provider.

3. **Qualifications and Obligations.**

a. **Licensure and Certification.** The Parties covenant and agree at all times they shall remain licensed, certified or enrolled in good standing with applicable state and federal licensing authorities, with all state and federal health care programs, and all required state or national accrediting organizations, as applicable, . The parties further warrant each will take all reasonable steps as set forth by the Office of Inspector General, United States Department of Health and Human Services, to ensure that it does not employ individuals who have been excluded from participation in federal health care programs.

b. **Services in Compliance with Laws and Regulations.** Transport Service shall provide all Van Services hereunder in accordance with applicable laws, regulations and standards of care, and on all behavioral vans providing Services hereunder, staff and equip said vehicles, in accordance with applicable laws and regulations.

c. **Response Times.** Transport Service shall respond to requests for non-emergency services in a timely manner, generally within 30 minutes of request.

d. **Advance Notice.** Customer shall use its best efforts to provide Transport Service with 24 hours advance notice of non-emergency transport requests for distances greater than 100 miles, one way.

4. **Professional Judgment.** Customer represents it will act pursuant to the Pasco County Transportation Agreement regarding its decision to utilize Transport Service.

5. **Billing and Compensation.**

a. Billing to Customer. Where Customer requests services pursuant to this Agreement, Transport Service will bill Customer directly for Services rendered. For these transports, Customer agrees to pay Transport Service according to the fee schedule set forth. Customer agrees to be payer for all services provided pursuant to this Agreement.

b. Payment Conditions for Services Covered by Customer

(i) Payment in Full. Transport Service shall not bill any patient, financially responsible party, insurer, or third-party payor for any transports that are the responsibility of Customer. When charges are properly billed for transports, Transport Service shall accept the fee schedule amounts outlined in Appendix A to this Agreement as payment in full.

(ii) Fair Market Value of Charges. Transport Service represents and warrants the rates reflected in the Appendix are reflective of agreed cost for the services rendered.

(iii) Prompt Payment. Transport Company shall bill Customer on a monthly basis. Customer agrees to remit payment to Transport Service for all transports for which it is responsible to pay under this Agreement within thirty (30) days of the date of Transport Service's bill. Customer agrees payment to Transport Service is not contingent upon any payments Customer may collect from other sources. Customer agrees to be responsible for the payment to Transport Service of its costs for collection of accounts past forty-five (45) days.

c. Provision of Information to Transport Service

(i) Customer shall, prior to the time Services are provided, furnish to Transport Service the information necessary to Transport Service's proper billing of the Services provided. This includes but is not limited to a copy of the Baker Act or Marchman Act forms (CF-MH 3052a) when such documentation is required to support Transport Service's claim for payment.

6. **Term.** This Agreement shall be for a term of ONE year(s), commencing on the date signed by both Parties. This Agreement may be renewed under like terms upon the mutual written consent of the Parties.

7. **Termination.** Notwithstanding any other provision, either party may terminate this Agreement at any time with or without cause by giving the other party ninety (90) days written notice of termination, which notice shall specify the effective date of the termination.

8. **Notices.** Notices required or permitted to be given under this Agreement shall be made to the parties at the following addresses and shall be presumed to have been received by the other party (i) three days after mailing by the party when notices are sent by First Class mail, postage prepaid; (ii) upon transmission (if sent via facsimile with a confirmed transmission report); or (iii) upon receipt (if sent by hand delivery or courier service) as follows:

Transport Service

Attn: Clara Reynolds
One Crisis Center Plaza
Tampa, FL 33613

Customer

Attn: Captain Toni Roach
Pasco Sheriff's Office
New Port Richey, FL 34654

9. **Events of Default.** Each of the following shall be an "Event of Default" under this Agreement entitling the non-defaulting party to declare this Agreement void and of no further force and effect without additional prior notice:

a. If Customer fails to pay Transport Service for the Services required to be performed hereunder or otherwise meet its obligations hereunder.

b. If either party fails to maintain its required licenses, permits or certifications or is excluded from the Medicare or Medicaid programs.

c. If either party fails to keep in force the insurance policies required to be maintained under this Agreement.

d. If either party (i) admits in writing its inability to pay its debts generally as they become due, or (ii) files a petition to be adjudicated a voluntary bankrupt in bankruptcy or a similar petition under any insolvency act, or (iii) makes an

assignment for the benefit of its creditors, or (iv) consents to the appointment of a receiver of itself or of the whole or any substantial part of its property.

e. If any of the representations of either party as set forth in this Agreement are false or misleading in any material respect.

f. In the event this Agreement is deemed void due to an Events of Default as defined above, any outstanding balance from completed services by the Transport Service are still required to be paid within thirty (30) days from the date of invoice.

10. **Mutual Hold Harmless and Indemnification.** Subject to the indemnification limitations of Florida Statute 768.28, Transport Service and Customer each shall hold harmless, indemnify and defend the other party and the other party's shareholders, directors, officers, agents, members and employees against any and all claims, causes of action, injuries and damages including, but not limited to, personal injury and property damage, to the extent caused by any act or omission on the part of the indemnifying party or the indemnifying party's agents, contractors or employees and arising out of or due to the performance, failure to perform or breach of this Agreement. This provision shall include all costs and disbursements, including, without limitation, court costs and reasonable attorneys' fees. Nothing in this Agreement shall be construed in any way to waive sovereign immunity of Customer.

11. **Entire Agreement.** This Agreement, including the Appendix hereto, constitutes the sole and only agreement of the parties regarding its subject matter and supersedes any prior understandings or written or oral agreements between the parties respecting this subject matter. Neither party has received or relied upon any written or oral representations to induce it to enter into this Agreement except that each party has relied only on any written representations contained herein.

12. **Amendments.** No agreement or understandings varying or extending this Agreement shall be binding upon the parties unless it is memorialized in a written amendment signed by an authorized officer or representative of both parties.

13. **Assignment.** This Agreement may be assigned by a party upon the written approval of the other party, which shall not be unreasonably withheld. Written approval is not required in the event a party is sold or acquired by a successor entity or in the event of a change of ownership, although notice of such a transaction shall be given to the other party within thirty (30) days after the effective date of such transaction. This Agreement shall be binding upon all successors and assigns.

14. **Construction and Compliance.**

a. Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held by any court or by the Office of Inspector General (OIG) of the United States Department of Health and Human Services to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

b. Compliance. The parties intend to comply fully with all applicable state and federal laws and regulations, including but not limited to the Balanced Budget Act of 1997, the Social Security Act, the federal Anti-Kickback Statute, the federal False Claims Act, and all applicable state and federal fraud and abuse laws and rules. Insofar as any terms or conditions of this Agreement are determined by any court or by the OIG to be contrary to any such statutes or regulations, the parties will promptly and in good faith confer and resolve any issues so as to make the performance of this Agreement consistent with all applicable statutes and regulations.

c. Notification of Actual or Potential Violation of Law. If either party becomes aware of any actual or potential violations by the other party, whether intentional or inadvertent, of any applicable state or federal statutes or regulations, it shall promptly notify the other party.

d. **Protection of Patient Information.** The parties, each of which are "covered entities," shall carry out their obligations under this Agreement in compliance with the privacy and security regulations of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), to protect the privacy and security of any personally identifiable, protected health information ("PHI") that is collected, processed or learned as a result of the services provided pursuant to this Agreement. Both parties acknowledge that their relationship to patients receiving services hereunder is a "direct treatment relationship" as that term is defined in the Privacy Regulations and that this contractual relationship does not constitute a "business associate" agreement pursuant to the Privacy Rule. The parties also understand that it is permissible under HIPAA to freely exchange PHI for purposes of treatment, payment, or health care operations, including information to determine medical necessity. Both parties agree to a free exchange of PHI for purposes of treatment, payment, or health care operations, and Customer will provide all documents requested by Transport Service so that it may properly bill for covered transports.

15. **Complaints.** Customer agrees all complaints or unusual incidents involving personnel, equipment or service of Transport Service will be promptly reported to management of Transport Service and will be described in an incident report detailing the circumstances surrounding the complaint or incident, including the persons or entities involved, date and time of events at issue, and description of events at issue within seven (7) business days of the occurrence.

16. **Force Majeure.** The parties shall be excused for the period of any delay in or impossibility of the performance of any obligations hereunder, when prevented from doing so by any cause or causes beyond a party's control, which shall include without limitation: all labor disputes, civil commotion, war, nuclear disturbances, hostilities, sabotage, terroristic acts, governmental regulations or controls, fire, accident or other casualty, interruption in the supply of any utilities or fuel, inability to obtain any material or services, or through acts of God.

17. **Independent Contractor Relationship.** The relationship of the parties is that of independent contractors. Neither party shall be deemed to be the agent nor partner nor fiduciary of the other, nor is neither authorized to take any action binding upon the other.

18. **Governing Law, Venue, and Attorney's Fees.** This Agreement is made and shall be construed in accordance with, and governed by, the laws of the State of Florida, without consideration of conflict of laws principles. Venue for any state court action shall be in Pasco County, Florida. Venue for any Federal court action shall be in the United States District Court for the Middle District of Florida. In the event of a dispute, each Party is responsible for their own attorney's fees and costs.

19. **Confidentiality.** Each party agrees that if it has received trade secrets or confidential and proprietary information in the negotiation and execution of this Agreement, as designated by the other party, it will not disclose any information so designated to any other person, organization or entity during the term of this Agreement or for a period of five (5) years thereafter, unless otherwise provided by law or court order. This provision shall survive termination of this Agreement.

20. **Access to Books and Records.** Transport Service shall, for a period of four (4) years after this Agreement terminates, make available, upon the written request of the Secretary of Health and Human Services or the Comptroller General, or their representatives, this Agreement, and such books, documents and records as may be necessary to verify the nature and extent of the costs of the services rendered hereunder. Furthermore, the parties agree that if any of the work provided for under this Agreement, with a value of Ten Thousand Dollars (\$10,000) or more in any twelve-month period, shall be performed by a subcontractor, they shall require the subcontractor to sign a similar agreement to make its books and records available for such a four (4) year period of time.

21. **Waiver and Consent.** The failure of either party at any time to require performance by the other party of any provision hereof shall not affect in any way the rights to require such performance of any other provision hereof, nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself. If the consent of either party is necessary pursuant to the terms of this Agreement, such consent shall not be unreasonably withheld.

22. **Regulatory Changes.** The parties recognize that this Agreement is always subject to applicable state, local, and federal laws and shall be construed accordingly. The parties further recognize that this Agreement may become subject to or be affected by amendments in such laws and regulations or to new legislation or regulations. Any provisions of law that invalidate, or are otherwise inconsistent with, the material terms and conditions of this Agreement, or that would cause one or both of the parties hereto to be in violation of law, shall be deemed to have superseded the terms of this Agreement and, in such event, the parties agree to utilize their best efforts to modify the terms and conditions of this Agreement to be consistent with the requirements of such law(s) in order to effectuate the purposes and intent of this Agreement. In the event that any such laws or regulations affecting this Agreement are enacted, amended or promulgated, either party may propose to the other a written amendment to this Agreement to be consistent with the provisions of such laws or regulations. In the event that the parties do not agree on such written amendments within thirty

(30) days of receipt of the proposed written amendments, then either party may terminate this Agreement without further notice, unless this Agreement would expire earlier by its terms.

23. **Non-Discrimination.** All services provided under this Agreement shall be provided without regard to the race, color, creed, sex, age, disability status, payor source or national origin of the resident requiring such services. Transport Service agrees to comply with all applicable laws prohibiting discrimination in the provision of services hereunder.

24. **Authorization of Agreement.** Each party represents and warrants, each to the other with respect to itself, that the execution and delivery of this Agreement has been duly authorized and the individual executing this Agreement on behalf of each party respectively has full power and authority to do so.

25. **Public Records Law.** Transport Service acknowledges it is familiar with the provisions of the Public Records Laws of Florida. Transport Service agrees to comply with Chapter 119, Florida Statutes, and specifically per Florida Statute 119.0701. Transport Service agrees to keep and maintain public records that would be required by Customer in order to perform the services provided for in this Agreement; Transport Service agrees to provide public access to any required public records in the same manner as a public agency; Transport Service agrees to protect exempt or confidential records from disclosure; Transport Service agrees to meet public records' retention requirements; and Transport Service agrees that at the end of term of this Agreement, to transfer all public records to Customer and destroy any duplicate exempt or confidential public records. Notwithstanding the foregoing, as Transport Service is deemed a covered entity under the Health Insurance Portability and Accountability Act (HIPAA), records received by Transport Service from Customer applicable to HIPAA protection would become a component of the patient's health record and would be protected as such.

TRANSPORT SERVICE MUST CONTACT CUSTOMER (THE PASCO SHERIFF'S OFFICE) PUBLIC RECORDS CUSTODIAN WITH ANY QUESTIONS REGARDING TRANSPORT SERVICE'S DUTIES TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT. THE PASCO SHERIFF'S OFFICE PUBLIC RECORDS CUSTODIAN CONTACT INFORMATION FOR THIS AGREEMENT IS:

**CAPTAIN TONI ROACH
PASCO SHERIFF'S OFFICE
8700 CITIZENS DRIVE
NEW PORT RICHEY, FL 34654
727-277-7087
troach@pascosheriff.org**

26. **E-Verify Program.** The parties shall comply with Florida Statute 448.095, as currently written, or as hereafter amended.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

Transport Service

Customer

By:

By:

Signature

Signature

Clara Reynolds
Print Name

Chris Nocco
Print Name

CEO
Title

Sheriff, Pasco County
Title

**APPENDIX A
FEE SCHEDULE**

Base Rate Charges

Basic Life Support -- Emergency:	N/A
Basic Life Support -- Non-Emergency:	N/A
Baker Act Van:	\$110.00

Mileage Charges*

Ambulance Service:	N/A
Baker Act Van:	\$3.00/mile

*All mileage shall be billed and paid based on “loaded miles,” that is, those miles for which the patient is on board the vehicle.

Wait Time Charges, per 15-minute period

Ambulance Service	N/A
Baker Act Van	\$15.00