

RESOLUTION R-21-162

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA, AUTHORIZING RENEWAL OF CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO WEST COAST SOUTHERN MEDICAL SERVICES, INC.; MAKING RELATED FINDINGS; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Florida Statute § 125.01 and Chapter 401, Part III, Florida Statutes, authorizes Manatee County (the County) to furnish ambulance services to the citizens of the County either directly and/or through the use of private firms; and

WHEREAS, Florida Statutes § 401.25(1) requires that every private firm or governmental entity providing prehospital or inter-facility advanced life support services or basic life support transportation services must be licensed by the State of Florida as a basic life support (BLS) service or an advanced life support (ALS) service before offering such service to the public; and

WHEREAS, as a prerequisite to obtaining a state license, Florida Statutes § 401.25(2)(d) provides that an applicant for state licensure must first obtain a Certificate of Public Convenience and Necessity (COPCN) from the governing bodies of each county in which the applicant will provide ALS and/or BLS services; and

WHEREAS, Florida Statutes § 401.25(6) provides that the governing body of a county may adopt ordinances that provide reasonable standards for COPCNs for BLS or ALS services and air ambulance services; and

WHEREAS, pursuant to this authority, the County adopted Ordinance 17-041, which was subsequently codified as Article IV of Chapter 2-13 of the Manatee County Code; and

WHEREAS, Manatee County Code § 2-13-55(a) requires every firm or governmental entity seeking to provide these services in the County to submit an application for a COPCN; and

WHEREAS, complete applications are reviewed for approval by the Board at a duly noticed public hearing; and

WHEREAS, at the hearing, Manatee County Code § 2-13-55(c) provides that in deciding whether to issue a COPCN, the Board's consideration shall include the complete application, the Director of Public Safety's report and recommendation, any other matters presented to it at the public hearing at which the application is considered; and

WHEREAS, upon a determination that an applicant satisfies the criteria provided for in Manatee County Code § 2-13-55(c), the Board is authorized to issue a COPCN; and

WHEREAS, the County has received a complete COPCN renewal application from West Coast Southern Medical Services, Inc., a private ambulance company that does business in Manatee County; and

WHEREAS, the Public Safety Department has reviewed and independently verified the information provided for in the COPCN renewal application submitted by West Coast Southern Medical Services, Inc.; and

WHEREAS, the Director of Public Safety recommends that the Board approve the COPCN renewal application submitted by West Coast Southern Medical Services, Inc.; and

WHEREAS, the Board finds that West Coast Southern Medical Services, Inc., has the technical, legal and financial ability to perform ALS and BLS services within the County and is qualified under the County's standards to receive a COPCN.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

Section 1. West Coast Southern Medical Services, Inc., is hereby issued a non-exclusive COPCN for the provision of ALS and BLS Interfacility Transport Services within Manatee County. The issuance of the COPCN is based upon the following terms and conditions:

- A. The provision of ALS or BLS services as defined by Chapter 401, Part III, Florida Statutes, and Florida Administrative Code 64-J, for inter-facility transports between licensed medical facilities and includes transport requests from residences to licensed medical facilities for routine medical appointments and for stand-by for special events and, when requested by the County and provided for by agreement with the County and consistent with the above recitals, calls transferred from County 9-1-1 to West Coast Southern Medical Services, Inc., and any other type of pre-hospital medical assistance.
- B. At no time shall a West Coast Southern Medical Services, Inc., ambulance await the arrival of County Emergency Medical Services (EMS) if the condition of the patient warrants immediate care and ground or air transportation. This includes trauma, ST-Elevation Myocardial Infarction and stroke alerts.
- C. This COPCN is non-exclusive and the County reserves its right to grant similar COPCNs as authorized by law.

Section 2. The COPCN authorized herein shall remain valid for the period of time provided below based upon continued compliance by West Coast Southern Medical Services, Inc., with the following provisions:

- A. In the event it is determined by County officials that additional ambulances are required from West Coast Southern Medical Services, Inc., to augment County EMS, such request will be made by an official from the County's Emergency Medical Service, Emergency Communication Center or Emergency Management Division.
- B. In the provision of ALS and BLS services authorized herein, West Coast Southern Medical Services, Inc., shall maintain compliance with all applicable local, state and federal laws and regulations including, but not limited to, all statutes and ordinances related to ambulance transportation or the COPCN process.
- C. Calls for services which West Coast Southern Medical Services, Inc., is not authorized to provide under this resolution, shall be immediately directed to the County's Emergency Communication Center.

Section 3. The COPCN issued pursuant to this Resolution shall take effect upon issuance and shall have a term of no longer than two (2) years unless its state license expires before that term or unless sooner revoked, suspended, extended, or renewed as provided by state law or County Code.

Section 4. Assignment, sale or transfer of the COPCN authorized herein shall be governed by the terms of Manatee County Code § 2-13-59. Nothing contained herein is intended to convey any license or right to perform non-emergency medical transportation services or inter-hospital transportation services in derogation of any licensure requirement established by the State of Florida.

Section 5. Pursuant to and subject to the pre-conditions of Manatee County Code § 2-13-55(d)(1), the Director of Public Safety is authorized to execute COPCNs conforming to the terms of this Resolution.

Section 6. If any section, sentence, clause, or other provision of this Resolution shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be construed as to render invalid or unconstitutional the remaining sections, sentences, clauses, or provisions of this Resolution.

Section 7. This Resolution shall take effect immediately upon its adoption.

ADOPTED with a quorum present and voting this the 16th day of November, 2021.



**BOARD OF COUNTY COMMISSIONERS OF
MANATEE COUNTY, FLORIDA**

By: _____
Chairperson

Date: December 16, 2001

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: Vicki Fasner
Deputy Clerk

**EMERGENCY MEDICAL SERVICES
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY**

WHEREAS, West Coast Southern Medical Services, Inc., is authorized to provide Advanced or Basic Life Support to the citizens of Manatee County; and

WHEREAS, it has been demonstrated that there is a need to provide these essential services to the citizens of this county; and

WHEREAS, the above named service affirms that it will maintain compliance with the requirements of the Emergency Medical Act (Chapter 401, F.S.) and rules (F.A.C. 64-J).

THEREFORE, the Board of County Commissioners of Manatee County hereby issues a Certificate of Public Convenience and Necessity to said Company to provide ALS Non-Transport services with limitations as prescribed on this Certificate. (BLS, ALS-Transport, or ALS Non-Transport)

In issuing this Certificate, the governing body of Manatee County has considered recommendations of affected municipalities.

Limitations: For on-scene ALS/BLS service upon request of County and under non-emergency circumstances where regular oxygen treatment is required, and ALS inter-hospital transport services as more specifically defined by R-21-162.

Date Issued: November 16, 2021

Term: As provided in Resolution R-21-162

Attest: Manatee County Clerk of the Circuit

Court and County Comptroller

By: Wesley Jessiman

Deputy Clerk





Board of County Commissioners
of Manatee County

EXHIBIT C

BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT (this "Agreement") is made and entered into as of November 16, 2021 ("Effective Date") between **West Coast Southern Medical Services, Inc. 934 14th Street West, Bradenton, FL 34205** ("Business Associate") and Manatee County, a political subdivision of the State of Florida, with offices located at 1112 Manatee Avenue West, Bradenton, Florida, 34205 ("Covered Entity"), each a "Party" and collectively the "Parties."

WITNESSETH:

WHEREAS, Business Associate performs functions, activities, or services for, or on behalf of Covered Entity, and Business Associate receives, has access to or creates Protected Health Information; and

WHEREAS, the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder ("HIPAA"), including but not limited to, the Standards for Privacy of Individually Identifiable Health Information and the Security Standards for the Protection of Electronic Protected Health information in 45 C.F.R. Parts 160-164 require that Covered Entity receive adequate assurances that the Business Associate will comply with certain obligations with respect to the Protected Health Information used in the course of providing these services to or on behalf of the Covered Entity; and

WHEREAS, HIPAA requires Covered Entity to enter into a contract with Business Associate to provide for the protection of the privacy and security of Protected Health Information.

NOW THEREFORE, in consideration of the foregoing and of the covenants and agreements set forth herein, the Parties, intending to be legally bound, agree as follows:

ARTICLE 1. RECITALS.

The Parties agree that the foregoing recitals are true and correct and are incorporated herein by this reference.

ARTICLE 2. DEFINITIONS.

Breach shall have the same meaning as set forth in 45 C.F.R. § 164.402.

Business Associate shall generally have the same meaning as the term "business associate" as defined in 45 C.F.R. § 160.103, and in reference to the Party to this Agreement, shall mean **West Coast Southern Manatee Services, Inc.**

Covered Entity shall generally have the same meaning as the term "covered entity" as

defined in 45 C.F.R. § 160.103 and Florida Statutes § 501.171, and in reference to the Party to this Agreement, shall mean Manatee County.

Data Aggregation shall have the same meaning as set forth in 45 C.F.R. § 164.501.

Designated Record Set shall have the same meaning as set forth in 45 C.F.R. § 164.501.

Disclosure shall have the same meaning as set forth in 45 C.F.R. § 160.103.

Electronic Media shall have the same meaning as set forth in 45 C.F.R. § 160.103.

Electronic Protected Health Information ("ePHI") shall mean PHI transmitted or maintained in Electronic Media.

Health Information shall have the same meaning as set forth in 45 C.F.R. § 160.103.

HIPAA Rules shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Parts 160 and 164.

Individual shall have the same meaning as set forth in 45 C.F.R. § 160.103.

Individually Identifiable Health Information shall have the same meaning as set forth in 45 C.F.R. § 160.103 and Florida Statutes § 501.171(g).

Privacy Regulations shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, Subparts A and E, as may be amended, modified or superseded, from time to time.

Protected Health Information ("PHI") shall have the same meaning as set forth in 45 C.F.R. § 160.103.

Security Incident shall have the meaning as set forth in 45 C.F.R. § 164.304.

Security Measures shall have the meaning as set forth in 45 C.F.R. § 164.304.

Security Regulations shall mean the Standards for Security of Individually Identifiable Electronic Health Information at 45 C.F.R. Parts 160 and 164, Subparts A, C and E, as may be amended, modified or superseded, from time to time.

Unsecured Protected Health Information ("Unsecured PHI") shall have the meaning as set forth in 45 C.F.R. § 164.402.

Use shall have the same meaning as set forth in 45 C.F.R. § 160.103.

ARTICLE 3. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE.

3.1 Business Associate may only Use or Disclose PHI as permitted by law or this Agreement.

- 3.2 Business Associate is authorized to Use or Disclose PHI as necessary to perform Services for, or on behalf of, Covered Entity.
- 3.3 Business Associate shall not Use or Disclose PHI in any manner that would constitute a violation of the law, including without limitation, the HIPAA Rules.
- 3.4 Business Associate may not Use or Disclose PHI in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth in Section 3.1.

ARTICLE 4. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE.

- 4.1 Business Associate shall only Use or Disclose PHI in a manner that would not violate the HIPAA Privacy and Security Rule of Florida law if done so by the Covered Entity.
- 4.2 Business Associate shall use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 ("Security Measures") and Florida Statutes § 501.171(2) with respect to ePHI, to prevent Use or Disclosure of PHI other than as provided for by the Agreement.
- 4.3 Business Associate shall report any Use or Disclosure of PHI not permitted by this Agreement or applicable law, including a Breach of Unsecured PHI, as required at 45 C.F.R. § 164.410 and Florida Statutes § 501.171(3)-(6), and any Security Incident of which it becomes aware. For purposes hereof, the term "discovery of a Breach" shall mean that Business Associate, an employee, an officer, a director, or other agent of Business Associate who has acquired actual knowledge of a Breach, or through the exercise of reasonable diligence and inquiry, should have acquired knowledge of a Breach. In accordance with Florida Statutes § 501.171(6), the notice shall be within ten (10) days of the discovery of the Breach. Business Associate shall mitigate, to the extent practicable, any known or reasonably known harmful effects of the Breach.
- 4.4 In accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, Business Associate shall ensure that any subcontractors that create, receive, maintain, or transmit PHI related to Business Associate's patients on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.
- 4.5 In accordance with 45 C.F.R. § 164.524 and within thirty (30) days of a request by Covered Entity for access to PHI about an individual contained in a Designated Record Set, Business Associate shall make available to Covered Entity such PHI

in the form requested by Covered Entity. If the requested PHI is maintained electronically, Business Associate shall provide a copy of the PHI in the electronic form and format requested by the individual if readily producible, or, if not, in a readable electronic form and format as agreed to by the Covered Entity and individual. In the event an Individual requests access to PHI directly from Business Associate, Business Associate shall within ten (10) days forward such request to Covered Entity.

- 4.6 In accordance with 45 C.F.R. § 164.526 and no later than sixty (60) days of receipt of a request from Covered Entity for the amendment of an Individual's PHI in a Designated Record Set, Business Associate shall provide such information to Covered Entity for amendment and incorporate any such amendments in the PHI as required by 45 C.F.R. § 164.526. In the event a request for an amendment is delivered directly to Business Associate, Business Associate shall within ten (10) days of receiving such request forward it to Covered Entity.
- 4.7 Business Associate shall maintain and make available the information required to provide an accounting of Disclosures to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.528. Business Associate shall document Disclosures of PHI and information related to such Disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 C.F.R. § 164.528. Within twenty (20) calendar days of receipt of a request from Covered Entity, Business Associate shall make available to Covered Entity the information required to provide an accounting of such Disclosures. Business Associate agrees to implement a process that allows for an accounting to be collected and maintained by Business Associate and its agents or subcontractors for at least six (6) years prior to the request (except for Disclosures occurring prior to the Effective Date). At a minimum, such accounting information shall include the information described in 45 C.F.R. § 164.528(b), including, without limitation: (i) the date of Disclosure of PHI; (ii) the name of the entity or person who received PHI and, if known, the address of the entity or person; (iii) a brief description of PHI disclosed; and (iv) a brief statement of purpose of the Disclosure that reasonably informs the Individual of the basis for the Disclosure, or a copy of the written request for Disclosure.
- 4.8 To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligation(s).
- 4.9 At the request of Covered Entity or the Secretary of the Department of Health and Human Services, Business Associate shall make its internal practices, books, and records available for purposes of determining compliance with the HIPAA Rules.

ARTICLE 5. COVERED ENTITY'S OBLIGATIONS TO INFORM BUSINESS ASSOCIATE OF PRIVACY PRACTICES AND RESTRICTIONS.

- 5.1 Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an Individual to Use or Disclose PHI, to the extent that such changes may affect Business Associate's Disclosure of PHI.
- 5.2 Covered Entity shall notify Business Associate of any restriction on the Use of PHI that Covered Entity has agreed to or is required to abide by under 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's Use or Disclosure of PHI.

ARTICLE 6. TERM AND TERMINATION.

- 6.1 *Term.* This Agreement shall commence on the Effective Date and shall remain in effect until Business Associate ceases to provide the Services to Covered Entity, unless terminated pursuant to Section 6.2 herein.
- 6.2 *Termination.*
- a. Either Party shall have the right to terminate this Agreement immediately if it determines that the other Party has breached a material provision of this Agreement and failed to cure such breach within thirty (30) days of written notification.
 - b. If the non-breaching Party determines that cure is not possible, such Party may terminate this Agreement effective immediately upon written notice to the other Party.
 - c. Upon termination of this Agreement, the relationship whereby Business Associate performs the Services to and on behalf of the Covered Entity shall automatically terminate.
- 6.3 *Obligations of Business Associate Upon Termination.* Upon termination of this Agreement, Business Associate shall either return or destroy, at no cost to Covered Entity, all PHI that Business Associate still maintains in any form. Business Associate shall not retain any copies of such PHI, in any form. The obligations of Business Associate under this Section shall survive the termination of this Agreement.

ARTICLE 7. NOTICE.

Any and all notices, approvals, claims, consents, demands, requests or other communications between the Parties ("Notices") shall be in writing. All Notices shall be given by hand delivery in person or by registered or certified mail, postage prepaid to the following addresses:

Covered Entity: Manatee County Government
1112 Manatee Avenue West

Bradenton, FL 34205
Attn: Chief
Tel: 941-749-3500
Fax: 941-749-3509
E-mail: james.crutchfield@mymanatee.org

Business Associate: West Coast Southern Medical Services, Inc.
Attn: William Thayer
934 14th Street West Bradenton, FL 34205
Phone: 941-748-7148
Email:
william.thayer@westcoastsouthern.com

All Notices shall be deemed effective and received upon actual receipt by the Party to which such notice is given or five (5) days after mailing, whichever occurs first.

ARTICLE 8. AMENDMENT. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

ARTICLE 9. REGULATORY REFERENCES. A reference in this Agreement to a section in the HIPAA Rules or Florida law means the section as in effect or as amended.

ARTICLE 10. INTERPRETATION. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules and Florida law.

ARTICLE 11. ASSIGNMENT. This Agreement and the rights and obligations hereunder shall not be assigned, delegated, or otherwise transferred by the Business Associate without the prior written consent of Business Associate and Covered Entity, and any assignment or transfer without proper consent shall be null and void.

ARTICLE 12. GOVERNING LAW; VENUE; JURISDICTION. This Agreement shall be governed by and controlled by the laws of the State of Florida. The Parties agree that exclusive venue shall be in the courts of Manatee County, Florida, for all disputes arising out of this Agreement. The Parties each hereby consent to the personal jurisdiction and venue in such courts, agree to accept service of process by mail, and hereby waive any jurisdictional or venue defenses otherwise available to them.

ARTICLE 13. AMENDMENT OR MODIFICATION. This Agreement may only be amended or modified by mutual written agreement of the Parties; provided, however, that in the event provisions of this Agreement shall conflict with the requirements of the HIPAA Rules or Florida law, this Agreement shall automatically be deemed amended as necessary to comply with such legal requirements.

ARTICLE 14. WAIVER. The failure of either Party at any time to enforce any right or remedy available hereunder with respect to any breach or failure shall not be construed

to be a waiver of such right or remedy with respect to any other breach or failure by the other Party.

ARTICLE 15. SEVERABILITY. In the event that any provision or part of this Agreement is found to be totally or partially invalid, illegal, or unenforceable, then the provision will be deemed to be modified or restricted to the extent and in the manner necessary to make it valid, legal, or enforceable, or it will be excised without affecting any other provision of this Agreement, with the Parties agreeing that the remaining provisions are to be deemed to be in full force and effect as if they had been executed by both Parties subsequent to the expungement of the invalid provision.

ARTICLE 16. NO THIRD-PARTY BENEFICIARIES. This Agreement does not confer, and is not intended to confer, any rights or remedies upon any person other than the Parties.

ARTICLE 17. RELATIONSHIP OF PARTIES. The relationship of Covered Entity to Business Associate shall be that of an independent contractor. Nothing herein contained shall be construed as vesting or delegating to Covered Entity or any of the officers, employees, personnel, agents, or sub-contractors of Covered Entity any rights, interest or status as an employee of County. County shall not be liable to any person, firm or corporation that is employed by Agreements or provides goods or services to Covered Entity in connection with this Agreement or for debts or claims accruing to such parties. Covered Entity shall promptly pay, discharge or take such action as may be necessary and reasonable to settle such debts or claims.

ARTICLE 18. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties with respect to the matters contemplated herein and supersedes all previous and contemporaneous oral and written negotiations, commitments, and understandings relating thereto.

ARTICLE 19. COUNTERPARTS. This Agreement may be executed in any number of counterparts, including facsimile or an e-mail of a PDF file containing a copy of the signature page of the person executing this document, each of which shall be an original, but all of which together shall constitute one in the same instrument.


IN WITNESS WHEREOF, the Parties, intending to be legally bound hereby, have caused this Agreement to be executed the day and year first set forth above.

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

By: Public Safety Department

By: Jacob Saur
Director

BUSINESS ASSOCIATE

By: 

William Thayer, Operations Chief

Print Name & Title of Above Signer

APPROVED in Open Session
11/16/2021
Manatee County Board of County
Commissioners



Board of County Commissioners November 16, 2021 - Regular Meeting

SUBJECT

ADOPTION OF RESOLUTION R-21-162 AUTHORIZING RENEWAL OF CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY (COPCN) TO WEST COAST SOUTHERN MEDICAL SERVICES, INC.; APPROVAL OF AGREEMENT WITH WEST COAST SOUTHERN MEDICAL SERVICES, INC., FOR MEDICAL TRANSPORT SERVICES; AND EXECUTION OF THE COPCN

Category

CONSENT AGENDA

Briefings

None

Contact and/or Presenter Information

James Crutchfield, EMS Chief x 1648

Action Requested

- Adopt Resolution R-21-162 authorizing Renewal of Certificate of Public Convenience and Necessity (COPCN) to West Coast Southern Medical Services, Inc.;
- Approve the Business Associate Agreement between West Coast Southern Medical Services, Inc., and Manatee County for medical transport services; and
- Authorize the Chairperson to execute the COPCN.

Enabling/Regulating Authority

Florida Statute 124.01

Florida Statute 401.25(1)

Ordinance 17-041

Manatee County Code 2-13-55(a)

Resolution 17-124

Background Discussion

- On November 28, 2017, the Board of County Commissioners adopted Resolution 17-124 authorizing the issuance of the Certificate of Public Convenience and Necessity (COPCN) for West Coast Southern Medical Services, Inc.

- The Resolution allows West Coast Southern to provide ALS and BLS inter-facility transport service, stand-by for special events, calls transferred from County 911 and any other type of Pre-hospital medical assistance as requested by the County during peak call loads or EOC activation.
- An Agreement is needed in conjunction with the Resolution in order to establish the terms, definitions, activations, rates, billing, conditions, and insurance requirements for West Coast Southern Medical Services, Inc.
- West Coast Southern submits invoices to Manatee County EMS when services are rendered.

Attorney Review

Formal Written Review (Opinion memo must be attached)

Reviewing Attorney

Hodges

[Emailed and interoffice 11/17/2021](#)

Instructions to Board Records

Please provide certified copies of Resolution, Agreement, and the COPCN certificate to Mindy Whalen at mindy.whalen@mymanatee.org, ext. 7828. Please also email copies to Lisa Crabtree at lisa.crabtree@mymanatee.org.

Cost and Funds Source Account Number and Name

0010007101 General Fund

Amount and Frequency of Recurring Costs

Approximately \$30,000 annually, based on need

RESOLUTION R-21-162

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WHEREAS, Florida Statute § 125.01 and Chapter 401, Part III, Florida Statutes, authorizes Manatee County (the County) to furnish ambulance services to the citizens of the County either directly and/or through the use of private firms; and

WHEREAS, Florida Statutes § 401.25(1) requires that every private firm or governmental entity providing prehospital or inter-facility advanced life support services or basic life support transportation services must be licensed by the State of Florida as a basic life support (BLS) service or an advanced life support (ALS) service before offering such service to the public; and

WHEREAS, as a prerequisite to obtaining a state license, Florida Statutes § 401.25(2)(d) provides that an applicant for state licensure must first obtain a Certificate of Public Convenience and Necessity (COPCN) from the governing bodies of each county in which the applicant will provide ALS and/or BLS services; and

WHEREAS, Florida Statutes § 401.25(6) provides that the governing body of a county may adopt ordinances that provide reasonable standards for COPCNs for BLS or ALS services and air ambulance services; and

WHEREAS, pursuant to this authority, the County adopted Ordinance 17-041, which was subsequently codified as Article IV of Chapter 2-13 of the Manatee County Code; and

WHEREAS, Manatee County Code § 2-13-55(a) requires every firm or governmental entity seeking to provide these services in the County to submit an application for a COPCN; and

WHEREAS, complete applications are reviewed for approval by the Board at a duly noticed public hearing; and

WHEREAS, at the hearing, Manatee County Code § 2-13-55(c) provides that in deciding whether to issue a COPCN, the Board's consideration shall include the complete application, the Director of Public Safety's report and recommendation, any other matters presented to it at the public hearing at which the application is considered; and

WHEREAS, upon a determination that an applicant satisfies the criteria provided for in Manatee County Code § 2-13-55(c), the Board is authorized to issue a COPCN; and

WHEREAS, the County has received a complete COPCN renewal application from West Coast Southern Medical Services, Inc., a private ambulance company that does business in Manatee County; and

WHEREAS, the Public Safety Department has reviewed and independently verified the information provided for in the COPCN renewal application submitted by West Coast Southern Medical Services, Inc.; and

WHEREAS, the Director of Public Safety recommends that the Board approve the COPCN renewal application submitted by West Coast Southern Medical Services, Inc.; and

WHEREAS, the Board finds that West Coast Southern Medical Services, Inc., has the technical, legal and financial ability to perform ALS and BLS services within the County and is qualified under the County's standards to receive a COPCN.

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- B. At no time shall a West Coast Southern Medical Services, Inc., ambulance await the arrival of County Emergency Medical Services (EMS) if the condition of the patient warrants immediate care and ground or air transportation. This includes trauma, ST-Elevation Myocardial Infarction and stroke alerts.
- C. This COPCN is non-exclusive and the County reserves its right to grant similar COPCNs as authorized by law.

Section 2. The COPCN authorized herein shall remain valid for the period of time provided below based upon continued compliance by West Coast Southern Medical Services, Inc., with the following provisions:

- A. In the event it is determined by County officials that additional ambulances are required from West Coast Southern Medical Services, Inc., to augment County EMS, such request will be made by an official from the County's Emergency Medical Service, Emergency Communication Center or Emergency Management Division.
- B. In the provision of ALS and BLS services authorized herein, West Coast Southern Medical Services, Inc., shall maintain compliance with all applicable local, state and federal laws and regulations including, but **not** limited to, all statutes and ordinances related to ambulance transportation or the COPCN process.
- C. Calls for services which West Coast Southern Medical Services, Inc., is not authorized to provide under this resolution, shall be immediately directed to the County's Emergency Communication Center.

Section 3. The COPCN issued pursuant to this Resolution shall take effect upon issuance and shall have a term of no longer than two (2) years unless its state license expires before that term or unless sooner revoked, suspended, extended, or renewed as provided by state law or County Code.

Section 4. Assignment, sale or transfer of the COPCN authorized herein shall be governed by the terms of Manatee County Code § 2-13-59. Nothing contained herein is intended to convey any license or right to perform non-emergency medical transportation services or inter-hospital transportation services in derogation of any licensure requirement established by the State of Florida.

Section 5. Pursuant to and subject to the pre-conditions of Manatee County Code § 2-13-55(d)(1), the Director of Public Safety is authorized to execute COPCNs conforming to the terms of this Resolution.

Section 6. If any section, sentence, clause, or other provision of this Resolution shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be construed as to render invalid or unconstitutional the remaining sections, sentences, clauses, or provisions of this Resolution.

Section 7. This Resolution shall take effect immediately upon its adoption.

ADOPTED with a quorum present and voting this the _____ day of _____, 2021.

**BOARD OF COUNTY COMMISSIONERS OF
MANATEE COUNTY, FLORIDA**

By: _____
Chairperson

Date: _____

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: _____
Deputy Clerk