

TRANSPORTATION SERVICE AGREEMENT BETWEEN

WeCare Patient Transport

AND

Pacific County Public Health & Human Services

FOR NON-EMERGENCY MEDICAL TRANSPORTATION SERVICES

This Transport Services Agreement ("Agreement") is made and entered into by and between **Pacific County Public Health & Human Services**, herein after referred to as the "County", located at 1216 Robert Bush Drive West, South Bend, WA 98586 and **Mar-Tin Enterprises LLC**, a Washington limited liability company, **DBA WeCare Patient Transport** herein after referred to as "Contractor", located at 310 West Martin Street, Unit 8, Elma, WA 98541 and is effective as of March 7, 2022, ("Effective Date"). This contract supersedes any and all previously signed contracts between **Mar-Tin Enterprises LLC** and **Pacific County Public Health & Human Services**.

1 **Background**

The County operates a range of services in South Bend, Washington and its surrounding areas, offering various in-client and out-client services to residents of its community. To assist with meeting the needs of County's clients, County has determined that it requires transport services to transport clients to their homes and other locations, after receiving services. Contractor desires to provide the transport services (defined in Section 2 below) and represents that is able to perform the transport services required by this agreement. County and Contractor desire to enter into this agreement pursuant to which Contractor shall provide transport services to and from County, as a independent contractor according to a schedule mutually agreed upon by the parties, and in accordance with the terms and conditions set forth in this agreement.

2 **Transport Services**

Contractor shall perform the following services (collectively, the "Transport Services").

2.1 **Client Transport Services**

Upon request by County, Contractor shall provide transport services related to transporting clients to and from County and County's clinic locations, including without limitation, and to such client's residences or other locations approved by County requesting services.

Contractor shall ensure that each employee or agent of Contractor who performs Transport Services hereunder (collectively, "Personnel")

Services, Contractor shall also provide County, on an annual basis or upon County's reasonable request, written attestation of its Personnel's compliance required under this Section 4.2. Contractor shall exclude any of its Personnel who do not comply with any of the foregoing requirements from performing Transport Services hereunder.

4.3 Insurance

Without limiting the CONTRACTOR'S indemnification of COUNTY, and prior to commencement of this Contract, CONTRACTOR shall obtain, provide and maintain during the term of this Contract, policies or insurance of the type and amounts described below and in a form satisfactory to the COUNTY.

4.3.1 General Liability Insurance

CONTRACTOR shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability.

4.3.2 Professional Liability (Errors & Omissions) Insurance

CONTRACTOR shall maintain professional liability insurance that covers the services to be performed in connection with this Contract, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Contract and CONTRACTOR agrees to maintain continuous coverage through the period of this contract.

4.3.3 Workers' Compensation Insurance

CONTRACTOR shall, at its own expense, maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

Contractor shall submit to County, along with the certificate of insurance, a waiver of subrogation endorsement in favor of county, its officers, agents, employees and volunteers.

4.3.4 Waiver of Subrogation

All insurance coverage maintained or procured pursuant to this contract shall be endorsed to waive subrogation against County, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss.

5.2 All Relevant Information

- 5.2.1 County shall provide to Contractor all relevant information for every client at the time of notice. This information shall include but is not limited to: name of client; address of drop-off; whether drop-off is a medical facility, behavioral health facility, residence, group home, or other location; if client requires check-in or other action upon arrival at drop-off; if client has any relevant history of violence or dangerous instability, inclination, or condition that could impact transportation; whether client will be leaving with medications; if client is a minor. Regardless of any provision contained in this agreement regarding liability of Contractor, Contractor shall not be liable for damages or harms proximately caused by the omission of these responsibilities.

6. Compensation

As compensation for Transport Services provided by Contractor, County shall pay the fees set forth in Exhibit A (collectively, "Fees"). The items or client who is the subject of the Transport Services must be transported and delivered successfully in order for the applicable Fees to be billed to County. "Unsuccessful" Transportation or delivery due to failure of County to perform their obligations shall be paid by County. Contractor shall maintain sufficient documentation to accurately and completely reflect the Transport Services and Fees invoiced to County. Contractor shall submit an invoice; containing dates of service, mileage for each service billed, pick-up and drop-off locations, date invoice sent, contact information of Contractor, and total amount owing. Invoices will be sent in a form acceptable to County, to County within ten (10) days after the end of each calendar month for Transport Services provided in the immediately preceding month, if any. Upon review and approval of an invoice by County, County shall pay the invoice within fifteen (15) days of County's receipt of the invoice. County shall provide Contractor with an IRS Form 1099 at the end of each calendar year indicating the total Fees paid by County to Contractor under this Agreement for the calendar year. Contractor shall be solely responsible for all federal, state, and other income tax liabilities related to sums reported by County to have been paid under this Section 5.

Contractor shall be solely responsible for all salaries, benefits and other compensation of Contractor's Personnel, and County shall not have any responsibility or obligation for the same. Payments due to the Provider/Contractor under this Agreement are conditioned upon the Provider's/Contractor's compliance with all insurance requirements under this Agreement. Payment to the Provider/Contractor shall be suspended in the event of non-compliance. Upon receipt of evidence of full compliance, payments not otherwise subject to withholding or set-off will be released to the Provider/Contractor.

7. Term and Termination

This Agreement shall be effective as of the Effective Date and shall remain in effect until terminated. Either party may terminate this Agreement at any time, with or without

9.1 Indemnification by Contractor

9.1.1 To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold the County and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property, including the loss of use resulting therefrom. The indemnity includes but is not limited to: 1) liability arising in whole or in part by any action or omission, negligent or otherwise of the Contractor, its employees, agents, or volunteers, or Contractor's subcontractors and their employees, agents or volunteers; or 2) liability directly or indirectly arising out of resulting from, or in connection with performance of this contract; or 3) Liability based upon the Contractor's or subcontractors' use of, presence upon or proximately to the property of the County. This indemnification obligation of the Contractor shall not apply in the limited circumstances where the claim, damage, loss or expense is caused by the sole negligence of the County. This indemnification obligation of the Contractor shall not be limited in any way by the Washington State Industrial Insurance Action RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the Contractor hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the Contractor are a material inducement to County to enter into the contract, are reflected in the Contractor's compensation, and have been mutually negotiated by the parties.

9.2. Participation County – No Waiver

9.2.1 The County reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of Contractor's indemnity obligations under the contract.

9.3 Survival of Contractor's Indemnity Obligations

9.3.1 The Contractor agrees all Contractor's indemnity obligations shall survive the completion, expiration, or termination of this contract, but shall only apply to the time this contract is in full force and effect.

10. Public Records Act

Personnel is an employee of County. Furthermore, it is the intent of the parties that Contractor's Personnel shall not ever have any right whatsoever to participate in any employee benefit plan offered by District, even if Contractor is later determined to be common law employees, as was the case in *Vizcaino v. Microsoft Corp.*, 97 F.3d 1187 (9th Cir. 1996).

Contractor represents and warrants as follows: Contractor is providing the services as a business (whether as a sole proprietor or other legal entity); files tax returns with the Internal Revenue Service as a business; has a Washington State Master Business License; maintains an account with the Washington Department of Revenue for the payment of all state and local business and occupation taxes and other required taxes, including but not limited to Washington State Labor and Industries and Employment Security taxes; and maintains regular books and records.

12. **Confidentiality**

Contractor acknowledges and agrees that the items transported by Contractor's Personnel may include information of a confidential and protected nature, including without limitation, medical and other records (collectively, "Confidential Information"). Contractor warrants that it and its Personnel shall not access the Confidential Information it may become aware of. If the parties determine that Contractor is a business associate of County, as defined by HIPAA, County and Contractor will enter into County's standard form business associate agreement.

13. **Non-Exclusivity**

Contractor expressly acknowledges and agrees that the Agreement is non-exclusive, and that County may enter into current or future agreement for services similar to the Transport Services provided hereunder.

14. **Assignability**

Contractor shall not assign its rights, duties, or obligations under this Agreement without prior written consent of County, which consent may be withheld in County's sole discretion. Furthermore, Contractor may not subcontract any of the Transport Services to any third party without the express written permission of County which may be withheld in its sole discretion.

15. **Governing Law, Jurisdiction and Venue**

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to the conflict of law's provisions or principles thereof. Jurisdiction and venue shall be proper in the Superior Court of Thurston County, Washington.

16. **Public Entity**

The parties acknowledge and agree that County, which is governed and controlled by a Washington state public county district and a municipal corporation under Washington law, required to comply with Washington state laws and regulations applicable to municipal entities, including without limitation with the Washington State Public

IN WITNESS WHEREOF, the parties, having read this Agreement and fully understanding its contents and their respective rights and duties under this Agreement, execute this Agreement as of the latest date written below.

COUNTY:
PACIFIC COUNTY PUBLIC HEALTH & HUMAN SERVICES



By:
Its:

10-24-2022
Date

CONTRACTOR:
MAR-TIN ENTERPRISES LLC
DBA WECARE PATIENT TRANSPORT



By: David Martinez
Its: President
310 West Martin Street
Unit 8
Elma, WA 98541

10-10-2022
Date