CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date:	12/12/2022
Contract/Lease Control #:	C23-3284-PS
Procurement#:	RFQ PS 69-22
Contract/Lease Type:	CONTRACT-AGREEMENT
Award To/Lessee:	DR. FRANK L. GOLDSTEIN
Owner/Lessor:	OKALOOSA COUNTY
Effective Date:	12/12/2022
Expiration Date:	12/11/2023 W (4) 1 YR RENEWALS
Description of:	EMS RESILIENCE & PROTECTIVE BEHAVIORAL MEDICAL DIRECTOR
Department:	PS
Department Monitor:	MADDOX
Monitor's Telephone #:	850-651-7150
Monitor's FAX # or E-mail:	PMADDOX@MYOKALOOSA.COM
Closed:	

CC: BCC RECORDS

PROCUREMENT / CONTRACT / LEASE INTERNAL COORDINATION SHEET

Procurement/Contract/Lease Number: C23-377-PS	Tracking Number: 49 -22
Procurement/Contractor/Lessee Name: Dr. Frank L. Goldstein	Grant Funded: YES NO X
Purpose: EMS Resilience & Protective Behavioral Health Director	
Date/Term: 3 YR W/ (2) 1 YR Renewal 1. GRE	EATER THAN \$100,000
Department #: <u>4500</u> 2. GRE	ATER THAN \$50,000
Account #: 531401 3. 🗹 \$50	,000 OR LESS
Amount: <u>\$18,000.00 Yearly</u> / \$54,000.00	
Department: Public Safety Dept. Monitor Name: PATR	RICK MADDOX
Purchasing Review	
Procurement or Contract/Lease requirements are met:	
Amber Hammonds	Date: 11/28/22
2CFR Compliance Review (if required)	the state of the s
Approved as written: Grant Name:	
Required: Yes Nox	Date:
Grants Coordinator – Suzanne Ulloa	
Risk Management Review Approved as written:	
See Attached Email Risk Manager or designee - Lydia Garcia	Date: 11/28/2022
Approved as written:	
County Attorney - Lynn Hoshihara Kerry Parsons or Designee	Date: <u>Dec 2, 20 22</u>
Department Funding Review	
Approved as written:	Date:
IT Review (if applicable) Approved as written:	

Amber Hammonds

From: Lydia Garcia

Sent: Monday, November 28, 2022 8:20 AM

To: Amber Hammonds

Cc: Lynn Hoshihara; Kerry Parsons

Subject: RE: RFQ PS 69-22 Contract Review/Approval

Attachments: General Services Insurance Requirements For Professional Liability RFQ 69-22.docx; Re:

RFQ PS 69-22 - EMS Resilience & Protective Health Director - Hourly Rate; Exhibit A.pdf;

AGREEMENT_69-22-draft.docx

Good Morning,

Thank you for providing the previous Risk Management approval attached. I have also attached the modified General Services Insurance Requirements for this RFQ PS 69-22.

Kind Regards,



Public Records Request & Contracts Specialist

OKALOOSA COUNTY BCC

Risk Management Direct: 850.689.4111

Fax: 850.689.5973 |

Email: riskinfo@myokaloosa.com

302 N. Wilson St. Suite 301 Crestview, FL 32539

https://myokaloosa.com/

Please note: Due to Florida's very broad public records laws, most written communications to or from county employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: Amber Hammonds <a href="

Sent: Monday, November 28, 2022 6:55 AM

To: Lynn Hoshihara "hoshihara@myoka.com">"hoshihara@myo

<lgarcia@myokaloosa.com>

Subject: RFQ PS 69-22 Contract Review/Approval

Good morning ladies,

We have the revised contract for review and approval for RFQ PS 69-22. Therefore, please review and approve it!!

Thank all of you.

Thank you, Amber Hammonds Contracts & Lease Coordinator Okaloosa County Purchasing Department 5479A Old Bethel Road Crestview, FL 32536

Phone: (850) 689-5960 ext. 6962 Fax: (850) 689-5970

Email: ahammonds@myokaloosa.com

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Amber Hammonds

From: Parsons, Kerry <KParsons@ngn-tally.com>

Sent: Friday, December 2, 2022 9:45 AM

To: Amber Hammonds
Cc: Lynn Hoshihara

Subject: RE: Friendly Reminder - RFQ PS 69-22

Follow Up Flag: Follow up Flag Status: Flagged

The agreement with Frank Goldstein is approved for legal purposes.

Kerry A. Parsons, Esq.
Nabors
Giblin &
Nickerson
1500 Mahan Dr. Ste. 200
Tallahassee, FL 32308
T. (850) 224-4070
Kparsons@ngn-tally.com

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From: Amber Hammonds ahammonds@myokaloosa.com>

Sent: Friday, December 2, 2022 8:20 AM

To: lhoshihara@myokaloosa.com; Parsons, Kerry < KParsons@ngn-tally.com >

Subject: Friendly Reminder - RFQ PS 69-22

Good morning legal ladies,

Friendly Reminder we need the review and approval for RFQ PS 69-22.

Thank you,
Amber Hammonds
Contracts & Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, FL 32536

Phone: (850) 689-5960 ext. 6962 Fax: (850) 689-5970

Email: ahammonds@myokaloosa.com





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CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Amber Hammonds

From: DeRita Mason

Sent: Wednesday, December 7, 2022 12:35 PM

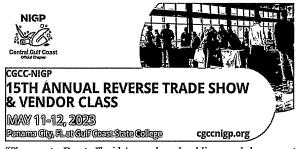
To: Amber Hammonds

Subject: FW: Dr. Goldstein C18-2671-PS

DeRita Mason



DeRita Mason, CPPO, CPPB, NIGP-CPP Senior Contracts and Lease Coordinator Okaloosa County Purchasing Department 5479A Old Bethel Road Crestview, Florida 32536 (850) 689-5960 dmason@myokaloosa.com



"Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure."

From: Karen Donaldson < kdonaldson@myokaloosa.com >

Sent: Wednesday, December 7, 2022 11:45 AM **To:** DeRita Mason dmason@myokaloosa.com

Cc: Lydia Garcia < lgarcia@myokaloosa.com>; Lynn Hoshihara < lhoshihara@myokaloosa.com>

Subject: Dr. Goldstein C18-2671-PS

DeRita

Risk is willing to approve the exception of the Business Auto as long as Dr. Goldstein provides personal insurance on his vehicle.

We do recommend that he sign a Hold Harmless agreement to the county...perhaps legal can prepare something, since we are going to make an exception and waive the Business Auto.

Thank you

Karen Donaldson

Karen Donaldson Claims Examiner Okaloosa County Risk Management 302 N Wilson Street, Suite 301 Crestview, Fl. 32536 850.683.6207 / 850.585.8915 Cell KDonaldson@myokaloosa.com



For all things Wellness please visit:

http://www.myokaloosa.com/wellness

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CONTRACT #: C23-3284-PS DR. FRANK L. GOLDSTEIN EMS RESILIENCE & PROTECTIVE BEHAVIORAL MEDICAL DIRECTOR EXPIRES: 12/11/2023 W (4) 1 YR RENEWALS

AGREEMENT WITH FRANK L. GOLDSTEIN FOR THE EMERGENCY MEDICAL SYSTEM RESILIENCE & PROTECTIVE BEHAVIORAL HEALTH DIRECTOR FOR OKALOOSA COUNTY CONTRACT #: C23-3284-PS

This Agreement is entered into by and between Okaloosa County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, situated at 1250 N. Eglin Parkway, Shalimar, FL (hereinafter the "County"), and Frank L. Goldstein, certified to do business in the State of Florida, whose principal address is 234 Crewilla Drive NW, Ft. Walton Beach, FL 32548 (hereinafter the "Emergency Medical System Resilience & Protective Behavioral Health Director" or "Provider").

WITNESSETH

WHEREAS, the County is responsible for the provision of Emergency Medical System Resilience & Protective Behavioral Health Director Services to its citizenry; and

WHEREAS, section 401.265 Florida Statutes, requires that each basic and advanced life support transport service employ or contract with an Emergency Medical System Resilience & Protective Behavioral Health Director who is a licensed physician for the purpose supervising and assuming direct responsibility for program support the first responder community with education, training, group support and family support includes education, social connections and, when necessary, working groups; and

WHEREAS, the County now desires to enter into this agreement with the Provider to serve as the Emergency Medical System Resilience & Protective Behavioral Health Director for Okaloosa County Public Safety.

NOW, THEREFORE, the parties hereto agree as follows:

SECTION 1: INCORPORATION OF DOCUMENTS

The following documents are incorporated by reference into this Agreement and are attached hereto:

- 1. Request for Proposal & Acknowledgment/Provider's Submittal for Request for Proposal RFQ PS 69-22, E.M.S. Emergency Medical System Resilience & Protective Behavioral Health Director and any addendums thereto.
- 2. Revised General Services Insurance Requirements.
- 3. Business Associate Agreement.

All terms within the above referenced documents are in full force and effect and shall be binding upon both parties. All attachments stated above and this Contract are the entire Contract Documents between the parties.

SECTION 2: SCOPE OF SERVICES

The Board of County Commissioners of Okaloosa County has appointed Provider to the post of Emergency Medical System Resilience & Protective Behavioral Health Director for the Okaloosa County Public Safety Department. Therefore, in consideration of the mutual promise set out herein, the Emergency Medical System Resilience & Protective Behavioral Health Director agrees to:

1. Consult in the planning of services to be provided by the Okaloosa County Public Safety Department including review of design of vehicles, equipment, supplies, distribution of resources, dispatching/911 procedures, personnel allocation, training, medical policy planning and development.

- 2. Provide Resilience training and Protective Behavioral Health direction for the Emergency Medical Services Division, Beach Safety Division, and Special Response Teams.
- 3. Participate as an active member on rescue units with medical rescue personnel at least one eight (8) hour shift every other month.
- 4. Advise E.M.S. Division Chief on current issues and trends; and consult with staff in the determination of an appropriate protective measures for E.M.S. personnel when indicated.
 - 5. Establish, where possible, a baseline understanding of individual employee coping skills.
- 6. Participate in quality improvement programming in all aspects of the E.M.S. system; which shall include an analysis of performance levels and identification of areas of concern where improvements can be made.
- 7. Offer comprehensive resilience training that develops measurable coping skills and behaviors that increase individual capability.
- 8. Education about preventative measures that encourage self-awareness, that deter "high-risk behaviors," and that supports healthy alternatives for positive outcomes.
- 9. Education to provide individuals and leadership the knowledge to better identify "at risk or high risk" colleagues for early intervention. Resilience programs play a significant role in suicide prevention.
- 10. Establish education and training measures to increase emphasis on individual and supervisory involvement, empowerment and accountability to promote help seeking behaviors.
- 11. Educate and challenge all staff members to maintain the highest values, ethics and treatment of others with dignity and respect while sustaining the E.M.S. employees in a resilient manner.
 - 12. Provide decompression/reintegration to members after trauma events and as needed.
- 13. Provide ongoing social support and cognitive flexibility with team members to support their resilience pre or post job events and as a cultural mind set.
- 14. Attend meetings as requested by the Public Safety Director or E.M.S. Division Chief to provide Behavioral Health input.
 - 15 Serve as Behavioral Health consultant to the Public Safety Director and the Board of County Commissioners in the development of, analysis of, and recommendations related to such Public Safety Department issues as may periodically arise.
- 16 Provide such expert assistance as may be required in the preparation and administration of any applicable grant programs for the enhancement and improvement of the Emergency Medical System.
 - 17 The Provider or appointee shall be available to provide continuous 24/7 advice and direction.

SECTION 3: COUNTY RESPONSIBILITY.

Okaloosa County agrees to be responsible for the following:

- 1. To provide, when possible within the staffing availability and budget constraints of Emergency Medical System, such support assistance as may be required to carry out the terms of this contract.
- 2. To provide the Emergency Management System (E.M.S.) Resilience & Protective Behavioral Health Director as approved by the Public Safety Director or E.M.S. Division Chief.

SECTION 4: COMPENSATION

The COUNTY shall pay the Emergency Medical System Resilience & Protective Behavioral Health Director the sum of \$80.00 hourly for Emergency Medical System Resilience & Protective Behavioral Health Director Services. Charges invoiced to the COUNTY are not to exceed \$18,000.00 annually unless specifically approved by the COUNTY.

In addition, the Consultant is also allowed up to \$1,500.00 in educational needs and supplies annually.

SECTION 5: INVOICES

The Emergency Medical System Resilience & Protective Behavioral Health Director shall provide the COUNTY with an invoice for services on a monthly basis in accordance with the COUNTY'S payment procedures. Payment shall be made directly to the Emergency Medical System Resilience & Protective Behavioral Health Director.

Charges invoiced to the County are not to exceed \$18,000.00 annually unless specifically approved by the County.

SECTION 6: DURATION OF AGREEMENT AND TERMINATION

The initial term of this contract shall be from completion of signatures by both parties and shall run for a period of one (1) year from the date of signing. The contract may be renewed for four (4) additional, one (1) year periods upon mutual consent by both parties and subject to all other terms and conditions of the agreement.

The County may terminate this Agreement for cause, if it determines that the Provider is not satisfactorily performing the requirements under this Agreement, upon thirty (30) days written notice of the deficiency in writing. Such notice shall provide reasonable specificity to the Provider of the deficiency that requires correction. The Provider shall have ten (10) days to cure the deficiency. If the deficiency is not corrected within the time period provided, the County may either (1) terminate the Agreement, or (2) take whatever action is deemed appropriate by the County to correct the deficiency. In the event that the County chooses to take action and not terminate the Agreement, the Contractor shall, upon demand, promptly reimburse the County for any and all costs and expenses incurred by the County in correcting the deficiency.

This Agreement may be terminated without cause by the County upon thirty (30) days written notice to Provider. The County further reserves the right to unilaterally cancel this Agreement for refusal of the Provider to permit public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement unless the records are exempt by law.

If the County terminates the Agreement with or without cause, the County will notify the Provider of such termination in writing, with instructions to the effective date of termination. The Provider shall be paid only for work satisfactorily performed up to the point of termination for which costs can be substantiated.

SECTION 7: PUBLIC RECORDS

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 302 N. WILSON ST., CRESTVIEW, FL 32536 PHONE (850) 689-5977 riskinfo@myokaloosa.com.

Provider must comply with the public records laws, Florida Statute chapter 119, specifically Provider must:

- 1. Keep and maintain public records required by the County to perform the service.
- 2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
- 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Provider does not transfer the records to the County.
- 4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Provider or keep and maintain public records required by the County to perform the service. If the Provider transfers all public records to the public agency upon completion of the contract, the Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Provider keeps and maintains public records upon completion of the contract, the Provider shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

SECTION 8: NOTICE

All notices required by this Contract shall be in writing to the representatives listed below:

The authorized representative of the County shall be:

Darrel Welborn, E.M.S. Division Chief Public Safety, E.M.S. 90 College Blvd E Niceville, FL 32578 Phone: 850-651-7150

Email: dwellborn@myokaloosa.com

The authorized representative(s) for Emergency Medical Management System Resilience & Protective Behavioral Health Director shall be:

Frank L. Goldstein, PHD 234 Crewilla Drive NW Ft. Walton Beach, FL 32478

Phone: 850-449-0296 Fax: 850-243-8305

Email: franklgold@yahoo.com

Courtesy copy to:

Okaloosa County Purchasing Department 5479A Old Bethel Road Crestview, FL 32536 Phone: 850-689-5960

Phone: 850-689-5960 Fax: 850-689-5998

Email: ahammonds@myokaloosa.com

Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least five (5) business days prior notice of the address change.

SECTION 9: INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, Provider shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Provider and other persons employed or utilized by the Provider in the performance of this Contract.

SECTION 10: ASSIGNMENT

Provider shall not assign this agreement or any part thereof.

SECTION 11: ENTIRE CONTRACT & WAIVER

This agreement and Exhibits "A, B, C and D" as incorporated herein, contain the entire agreement between the parties and supersedes all prior oral or written agreements. Provider acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this agreement can only be amended in writing upon mutual agreement of the parties and signed by both parties.

The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions.

SECTION 12: SEVERABILITY

If any term or condition of this Contract shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Contract shall remain in full force and effect. This Contract shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

SECTION 13: INDEPENDENT CONTRACTOR

Provider enters into this agreement as, and shall continue to be, an independent contractor. All services shall be performed only by Provider and Provider's employees. Under no circumstances shall Provider or any of Provider's employees look to the County as his/her employer, or as partner, agent or principal. Neither Provider, not any of Provider's employees, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Provider shall be responsible for providing, at Provider's expense, and in Provider's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this agreement.

SECTION 14: THIRD PARTY BENEFICIARIES

It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to create in the public or any member thereof, a third party beneficiary under this agreement, or to authorize anyone not a party to this agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this agreement.

SECTION 15: GOVERNING LAW & VENUE

The agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the state courts of Okaloosa County.

SECTION 16: AUDIT PROVISION

The County and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Provider with the terms, conditions, obligations, limitations, restrictions and requirements of this agreement and such right shall extend for a period of three (3) years after termination.

SECTION 17: REPRESENTATION OF AUTHORITY TO CONTRACT/SIGNATORY

The individual signing this agreement on behalf of the Provider represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this agreement. The Provider represents and warrants to the County that the execution and delivery of the agreement and the performance of Provider's obligations hereunder have been duly authorized and that the agreement is a valid and legal Contract binding on the Provider and enforceable in accordance with its terms.

SECTION 18: TAXES

Provider agrees to pay all sales, use, or other taxes, assessments and other similar charges for the performance of services under this agreement when due now or in the future, required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the County. Provider further agrees that it shall protect, reimburse and indemnify County from and assume all liability for its tax and assessment obligations under the terms of the agreement.

IN WITNESS WHEREOF, the parties hereunto have caused this agreement to be executed on the _____ day of _____, 2022

Frank L. Goldstein:

Signature

OKALOOSA COUNTY, FLORIDA

John Hofstad Digitally signed by John Hofstad Date: 2022.12.12 09:56:09 -06'00'

12 Goldstein

John Hofstad, County Administrator

Exhibit "A" Procurement RFQ PS 69-22 and Contractor's Response



REQUEST FOR QUALIFICATIONS (RFQ) & RESPONDENT'S ACKNOWLEDGEMENT

	RFQ TITLE: Emergency Medical System Protective Behavioral Hea		RFQ PS	<u>UMBER:</u> S 69-22	
	ISSUE DATE:		September 19, 2022 a	at 8:00 A.M. CST	
	LAST DAY FOR QUESTIO	NS:	October 5, 2022	at 3:00 P.M. CST	
	RFQ OPENING DATE & T	IME:	October 19, 2022	at 3:00 P.M. CST	
ron	ΓΕ: RESPONSES RECEIVED AFT	ER THE DEADLINE WILL NOT BI	E CONSIDERED.		
peo ill coe s ifte	cifications and conditions set for conditions have been met. All resubmitted electronically by the ter the proposal opening unless of the proposal opening unless open	your company to submit a proporth in this RFQ are incorporated sponses must have an authorized time and date listed above. Respectively. EMENT FORM BELOW MUST IT BE ACCEPTED WITHOUT TO	into your response. A resignature in the space pronses may not be withdra	sponse will not be accept ovided below. All response wn for a period of ninety ED, AND RETURNED A	ted unless nses must (90) days
	OMPANY NAME				
	AILING ADDRESS	Frank L. Goldstein 234 Crewilla Drive NW			
FE	ELEPHONE NUMBER:	Ft. Walton Beach, FL 3254 ENTIFICATION NUMBER (850-499-0296		850-243-8305	
EN	MAIL: franklgold@yahoo.	com			
RES FAII	PONDENT SUBMITTING A BID F	DE WITHOUT PRIOR UNDERSTAN OR THE SAME MATERIALS, SUPP R FRAUD. I AGREE TO ABIDE BY HIS BID FOR THE RESPONDENT.	LIES, EQUIPMENT OR SEI	RVICES, AND IS IN ALL R	ESPECTS
LUI	THORIZED SIGNATURE: Mann	RT Holstein	PRINTED NAME: F	rank L. Goldstein	
TIT.	LE: Consultant		DATE: October 18	, 2022	

Rev: September 22, 2015

Emergency Medical System Resilience & Protective Behavioral Health Director

RFO PS 69-22

Pursuant to Section 287.055, Florida Statutes, and County policy, the Okaloosa County Board of County Commissioners (BCC) requests qualifications from consultants who can provide **Emergency Medical Resilience & Protective Behavioral Health Director.**

Interested respondents desiring consideration shall submit their response online at Vendor Registry through the link provided below:

https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=21d474a1-e536-4f4d-9f2c-77c3b1e3c683

Unless otherwise stipulated in the proposal description, all responses must be submitted using Vendor Registry only. No other means of submission of responses will be accepted. Responses will be accepted by Vendor Registry until 3:00 p.m. CST, October 19, 2022, at which time all proposals that are timely submitted will be opened and reviewed.

The County reserves the right to award to the firm submitting a responsive proposal with a resulting negotiated agreement that is most advantageous and in the best interest of Okaloosa County, and to waive any irregularity or technicality in proposals received. Okaloosa County shall be the sole judge of the resulting negotiated agreement that is in its best interest and its decision will be final.

For this solicitation please contact: Jesica Darr Contracts and Lease Coordinator 850-689-5960 jdarr@myokaloosa.com

Jeffrey A
Hyde
Date: 2022.09.15 14:52:45
-05'00'

Jeffrey Hyde
Purchasing Manager

Digitally signed by Jeffrey
A Hyde
Date: 2022.09.15 14:52:45
-05'00'

Date

OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS MEL PONDER, CHAIRMAN

REQUEST FOR QUALIFICATIONS (RFQ): EMERGENCY MEDICAL SYSTEM RESILIENCE & PROTECTIVE BEHAVIORAL HEALTH DIRECTOR

PROPOSAL #: RFQ PS 69-22

PROPOSAL ITEM: Emergency Medical System Resilience & Protective Behavioral Health Director

BACKGROUND

Resiliency for first responders is the ability to withstand, recover and or grow in the face of stressors and changing demands. Resiliency programs support the first responder with education, training, group support and family support. Family support includes education, social connections and when necessary working groups. Resiliency training has been embraced by the Department of Defense, with extensive programs in the United States Army and the United States Air Force. Resiliency programs have been standard with the United States Special Operations community for some time and every Special Operations unit has an embedded resilience professional. Resiliency programs are also in use with major civilian organizations throughout the United States, such as first responders, corporate organizations and the State of Florida with its community resilience programs. The core of resiliency is to develop mental toughness behaviors to enable each individual to achieve and sustain their personal best, foster an environment of trust of the EMS employees, their colleagues and their leadership and optimize their performance in environments of uncertainty and persistent danger.

SCOPE OF WORK- MINIMUM REQUIREMENTS

- Must have a mental health degree at the Masters or Doctorate level and teaching experience at the college or university level.
- Must have at least 10 years work experience providing service to the First Responder community; fire, law enforcement, military, or emergency medicine.
- Must have at least four years' experience in teaching and training with the first responder community.
- Must be credentialed in at least one of the specific areas listed for working with high stress or trauma populations; includes certification in post-traumatic stress disorder (PTSD) management, Critical Incident Stress Management, Certified Clinical Trauma Professional (CCTP) or equivalent.
- Must have all the all disaster management credentials of:
 - o Introduction to Incident Command System (100),
 - o ICS for Single Resources and Initial Action Incident (200),
 - o Intermediate Incident Command System (300),
 - o ADVANCED Intermediate Incident Command System and General Staff (400),
 - o National Incident Management System (700),
 - o National Response Framework (800).

SECTION 1: OTHER DESIRED QUALIFICATIONS

- Since the majority of family contact will be through the written word, the individual needs to able to write and express the resilience concepts easily and clearly. Examples of written work such as newsletters, articles, books, etc., need to be provided.
- Desired that the individual has been involved in a trauma event in any capacity. For example: working with first responders post event, actually in a traumatic event, on a first responder/military deployment or working with or caring for a responder having difficulty with post event stress or trauma.
- Experience working with families of first responders/military for various stress or problems E.M.S. related to the first responder is desired.

SECTION 2: EMERGENCY MEDICAL SYSTEM RESILIENCE AND PROTECTIVE BEHAVIORAL HEALTH DIRECTOR RESPONSIBILITIES

The Director of E.M.S. Resilience and Protective Behavioral Health will provide a program that integrates and synchronizes multiple efforts and initiatives to improve the job-readiness (professionalism, attendance, presence) and resilience of each team member. Specifically, the following will be provided:

- Provide Resilience training and Protective Behavioral Health direction for the Emergency Medical Services Division,-Beach Safety Division, and Special Response Teams.
- Participate as an active member on rescue units with medical rescue personnel at least one eight (8) hour shift every other month.
- Advise E.M.S. Division Chief on current issues and trends; and consult with staff in the determination of an appropriate protective measures for E.M.S. personnel when indicated.
- Establish, where possible, a baseline understanding of individual employee coping skills.
- Participate in quality improvement programming in all aspects of the E.M.S. system; which shall include an analysis of performance levels and identification of areas of concern where improvements can be made.
- Comprehensive resilience training that develops measurable coping skills and behaviors that increase individual capability.
- Education about preventative measures that encourage self-awareness, that deter "high-risk behaviors," and that supports healthy alternatives for positive outcomes.

- Education to provide individuals and leadership the knowledge to better identify "at risk or high risk" colleagues for early intervention. Resilience programs play a significant role in suicide prevention.
- Establish education and training measures to increase emphasis on individual and supervisory involvement, empowerment and accountability to promote help seeking behaviors.
- Educate and challenge all staff members to maintain the highest values, ethics and treatment of others with dignity and respect while sustaining the EMS employees in a resilient manner.
- Provide decompression/reintegration to members after trauma events and as needed.
- Provide ongoing social support and cognitive flexibility with team members to support their resilience pre or post job events and as a cultural mind set.
- Attend meetings as requested by the Public Safety Director or EMS Division Chief to provide Behavioral Health input.
- Serve as Behavioral Health consultant to the Public Safety Director and the Board of County
 Commissioners in the development of, analysis of, and recommendations related to such
 Public Safety Department issues as may periodically arise.
- Provide such expert assistance as may be required in the preparation and administration of any applicable grant programs for the enhancement and improvement of the EMS system.
- The Resilience and Protective Behavioral Health Director or appointee shall be available to provide continuous 24/7 advice and direction.

GENERAL INFORMATION

CONTRACT TERM- The initial term of this contract shall be from completion of signatures by both parties and shall run for a period of three (3) years from the date of signing.

RENEWAL OPTION- The contract may be renewed for two (2) additional, one (1) year periods with mutual consent by both parties and subject to all other terms and conditions of the agreement. Prices must be quoted for each renewal period.

PAYMENT - It is expected that the contract will consist of fixed hourly costs for all positions required to complete all requirements listed within Okaloosa County RFQ PS 69-22.

Contract negotiations will conform to the Florida Consultants Competitive Negotiation Act (CCNA) section 287.057, Florida Statutes and County policy.

The purpose of this Request for Qualifications is to provide interested consultants with guidelines and information to enhance their RFQ submission. It is expected that the selected CONSULTANT will negotiate a

contract for these services. Responsibilities will include requirements as listed in the RFQ and as assigned by the County. The content of the RFQ of the successful consultant will become a basis for contractual negotiations.

The selected consultant shall be required to assume responsibility for all services offered in their RFQ. The selected consultant shall be the sole point of contact concerning contractual matters including payments of any charges resulting from the contract.

PROPOSAL FORMAT

Proposals **MUST** be submitted in the following format:

- 1. **Letter of Interest** including a brief work history synopsis and ability to assign resources to meet the County's needs related to the EMS Resilience & Protective Behavioral Health Director services.
- 2. Formal Education and Credentials Provide a summary of the qualifications and certified medical credentials; to include specific capabilities of broad-based medical specialties, licensures, certifications and officially recognized expertise to support EMS Resilience & Protective Behavioral Health Director responsibilities. Include mental health degree at the Masters or doctorate level and teaching experience at the college or university level. Include credentials of: Introduction to Incident Command System (100), ICS for Single Resources and Initial Action Incident (200), Intermediate Incident Command System (300), Advanced, Intermediate Incident Command System and General Staff (400), National Incident Management System (700), National Response Framework (800).
- 3. **Medical Specialty Experience and Area of Expertise-** Provide a list of your work history in all areas of medical expertise. Include a list of medical specialty history and progressive workplace responsibilities. List at least the previous 10 years work experience providing service to the First Responder community; fire, law enforcement, military, or emergency medicine. Experience working with families of first responders/military for various stress or problems related to the first responders. Describe and detail experience in previous real-world trauma events, in any capacity. Provide three (3) examples of written work such as newsletters, articles, books, etc.
- 4. **Registration** List of the State of Florida licensing/registration qualifications of the Respondent to support EMS Resilience & Protective Behavioral Health Director responsibilities.
- 5. **Teaching Experience**—Include all teaching experience in the medical field and teaching/training the first responder community. Specific examples can go beyond a five (5) year period.
- 6. **References** List three (3) references representative of past experience in the State of Florida similar to the services described herein, to include, at a minimum, a contact person, company name, phone number, and a brief description of the services rendered.
- 7. **Financial Stability** In the case of Federal and/or Florida State funded procurements, prior to awarding this contract, the top respondents will be required to submit to a soft credit pull for purposes of the County's Risk Assessment consideration; objections by any respondent will disqualify them from consideration. Bad credit indicating you are a high risk may impact your application. ORGANIZATION OR BANKRUPTCY PROCEEDINGS Qualifications will not be considered from respondents who are currently involved in official financial reorganization or bankruptcy proceedings.

SELECTION CRITERIA

<u>Evaluation / Selection of Submittals</u> — The submittals will be reviewed by the County's Standing Review and Selection Committee. Proposals should be responsive to the items identified in this RFQ and contain no more than 30 pages, ,#12 font minimum not including standard forms, cover or table of contents. (Required forms are excluded from the total page count)

<u>Note:</u> The response on vendor registry submitted should be **one (1)** completed document unless otherwise specified within the solicitation. The Committee will select those firms deemed to be most responsive and may hear presentations by those consultants, if necessary.

The Committee will evaluate all submittals received and:

- 1. Prepare an alphabetical listing of those proposers determined to be interested and available. Evaluate the submittals meeting minimum submission criteria based upon qualifications and conduct discussions with those firms deemed to be the most highly qualified to provide the services required. Ranking of the best qualified firms will be based on the following considerations:
 - a. Formal Education and Credentials- (40 points max) Mental health degree at the Masters or doctorate level and teaching experience at the college or university level. (Yes/No)

Disaster management credentials of:

- a. Introduction to Incident Command System (100),
- b. ICS for Single Resources and Initial Action Incident (200),
- c. Intermediate Incident Command System (300),
- d. ADVANCED Intermediate Incident Command System and General Staff (400),
- e. National Incident Management System (700),
- f. National Response Framework (800). (Yes / No)

Credentialed for working with high stress or trauma populations as detailed in

Section 2. (Yes / No)

- b. Medical Specialty Experience- (30 points max) Has at least 10 years work experience providing service to the First Responder community; fire, law enforcement, military, or emergency medicine. Experience working with families of first responders/military for various stress or problems related to the first responders. Has been involved in a trauma event in any capacity? (Yes/No) Provide three (3) examples of written work such as newsletters, articles, books, etc.
- **c.** Teaching Experience- (25 points max) Has at least four years of experience in teaching and training with the first responder community. (Yes/No)
- **d. References-(5 points max)** Provide at least three (3) professional references related to providing similar scope of services within the past five (5) years.
- 2. Review of all submittals received will proceed as follows:
 - a. The Selection Committee will review all written documents submitted.
 - b. The committee may request oral presentations and/or hold discussions from the consultants after

establishing the recommended priority or short list, if necessary.

- c. The committee's ranking of prospective consultants shall be based on the specific criteria listed above and found within the ranking sheet, as well as the overall adherence to the Request for Qualifications.
- 3. Presentation, if needed or requested by the County, of the highest-ranking consultant(s) will be made to the Okaloosa County Board of County Commissioners in accordance with the Standing Review and Selection Committee and the Purchasing Department's policy related to the acquisition of services.
- 4. At such time when an approval is granted by the Okaloosa County Board of Commissioners notification will be provided to each consultant in accordance with the County's Purchasing Department policy.
- 5. Direct one-on-one contact with the Committee members, County Commissioners, the County Administrator, or County Employees with the exception of the Purchasing Manager or their appointed representative is prohibited (exception: if the contact pertains to a specific existing Contract/Task Order) during the procurement period as further detailed in the Certificate regarding the Cone of Silence in accordance with section 29 of the Okaloosa County Purchasing Manual. Any questions during this period should ONLY be directed to the Purchasing Manager or their appointed representative. Failure of a bidder to adhere to the County's Cone of Silence may result in disqualification of the bidder's submittal.

The content of the RFQ of the successful consultant(s) will become a basis for contractual negotiations. If an agreement cannot be reached on the details within the initial scope and services requirement fees/rate schedule, the Selection Committee may select an alternate consultant including, but not limited to, engaging the consultant with the next highest scoring proposal in order to come to a satisfactory agreement for requested services.

The selected consultant(s) shall be required to assume responsibility for all services offered in their RFQ. The selected consultant(s) will be the sole point of contact concerning contractual matters including payments of any charges resulting from the contract.

PROCUREMENT SCHEDULE (ANTICIPATED)

RFQ Advertised & Posted on Website	09/19/2022 @ 8:00 A.M. CST
Deadline for Questions	10/05/2022 @ 3:00 P.M. CST
RFQ Response Due Date	10/19/2022 @ 3:00 P.M. CST
Selection Review Committee Meeting	11/08/2022 @ 9:00 A.M. CST
Intent To Award	11/10/2022
Oral Presentations *if needed*	Week of November 14
Contract Negotiations	Week of 21 November
Finalize/Execute Agreement	12/21/2022

GENERAL CONDITIONS

PRE-QUALIFICATION ACTIVITY

1. ADDENDUM - Except as provided in this section, respondents are prohibited from contacting or lobbying the County, County Administrator, Commissioners, County staff, and Review Committee members, or any other person authorized on behalf of the County related or involved with the solicitation. All inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue must be directed via Vendor Registry: All questions or inquiries must be received no later than the last day for questions (reference RFQ & Respondent's Acknowledgement Form). Any addenda or other modification to the RFQ documents will be issued by the County five (5) days prior to the date and time of closing, as a written addenda distributed to all prospective Respondents by posting to the Vendor Registry following website.

https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=21d474a1-e536-4f4d-9f2c-77c3b1e3c683

Such written addenda or modification shall be part of the RFQ documents and shall be binding upon each respondent. Each respondent is required to acknowledge receipt of any and all addenda in writing and submit with their documents. No respondent may rely upon any verbal modification or interpretation.

2. PREPARATION OF QUALIFICATIONS – Qualifications which contain any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for which shall in any manner fail to conform to the conditions of public notice requesting qualifications may be rejected.

Qualifications submitted by a corporation shall be executed in the corporate name by the president or a vice president or other corporate officer who has legal authority to sign.

Qualifications submitted by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature). The official address of the partnership shall be shown below the signature.

Qualifications submitted by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.

Qualifications submitted by an individual shall show the respondent's name and official address.

Qualifications submitted by a joint venture shall be executed by each joint venture in the manner indicated in the Request for Qualification. The official address of the joint venture must be shown below the signature.

All signatures shall be in blue ink. All names should be typed or printed below the signature.

The submittal shall contain an acknowledgement of receipt of all Addenda, the numbers of

which shall be filled in on the form. The address and telephone # for communications regarding the submittal shall be shown.

If the respondent is an out-of-state corporation, the submittal shall contain evidence of respondent's authority and qualification to do business as an out-of-state corporation in the State of Florida.

- 3. INTEGRITY OF QUALIFICATIONS DOCUMENTS Respondents shall use the original qualification documents provided by the Purchasing Department and enter information only in the spaces where a response is requested. Respondents may use an attachment as an addendum to the qualification documents if sufficient space is not available. Any modifications or alterations to the original solicitation documents by the respondent, whether intentional or otherwise, will constitute grounds for rejection of submittal. Any such modifications or alterations that a respondent wishes to propose must be clearly stated in the respondent's response and the form of an addendum to the original documents.
- 4. SUBMITTAL OF QUALIFICATIONS A response shall be submitted electronically no later than the date and time prescribed on the Notice to Respondents. The response submitted should be **one** (1) completed document, unless otherwise specified within the solicitation.
- 5. MODIFICATION & WITHDRAWAL OF SUBMITTAL Qualifications may be modified or withdrawn by an appropriate document duly executed in the manner that a submittal must be executed and delivered to the place where documents are to be submitted prior to the date and time for the opening of the solicitation.

If within 24 hours after qualifications are opened any respondent files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material substantial mistake in the preparation of its submittal, that respondent may withdraw its submittal, and the respondent's security will be returned, if any.

- **6. QUALIFICATIONS DOCUMENTS TO REMAIN SUBJECT TO ACCEPTANCE** All qualifications documents will remain subject to acceptance or rejection for ninety (90) calendar days after the day of the opening, but the County may, in its sole discretion, release any submittal and return the respondent's security, if required prior to the end of this period.
- 7. CONDITIONAL & INCOMPLETE QUALIFICATIONS Okaloosa County specifically reserves the right to reject any conditional submittal and qualifications which make it impossible to determine the true quality of services to be provided by respondent.
- **8. ADDITION/DELETION OF ITEM** The County reserves the right to add or delete any item from this qualification or resulting contract when deemed to be in the County's best interest.
- 9. APPLICABLE LAWS & REGULATIONS All applicable Federal and State laws, County and municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over the project shall apply to the qualifications throughout, and they will be deemed to be included in any contract the same as though they were written in full therein.
- **10. PAYMENTS** The respondent shall be paid upon submission of invoices and approval of acceptance by Okaloosa County Board of County Commissioners, Finance Office, 302 N. Wilson Street, #203,

Crestview FL 32536, for the prices stipulated herein for articles delivered and accepted. Invoices must show Contract #.

- 11. DISCRIMINATION An entity or affiliate who has been placed on the discriminatory vendor list may not submit qualifications for a contract to provide goods or services to a public entity, may not submit qualifications on a contract with a public entity for the construction or repair of a public building or public work, may not submit qualifications on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.
- **12. PUBLIC ENTITY CRIME INFORMATION -** Pursuant to Florida Statute 287.133, a respondent may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s.287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
- **13. CONFLICT OF INTEREST** The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their qualifications the name of any officer, director, or agent who is also a public officer or an employee of the Okaloosa Board of County Commissioners, or any of its agencies. Furthermore, all respondents must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches.

Note: For respondent's convenience, this certification form is enclosed and is made part of the RFQ package.

- **14. REORGANIZATION OR BANKRUPTCY PROCEEDINGS** Qualifications will not be considered from respondents who are currently involved in official financial reorganization or bankruptcy proceedings.
- **15. INVESTIGATION OF RESPONDENT** The County may make such investigations, as it deems necessary to determine the stability of the respondent to perform the work and that there is no conflict of interest as it relates to the project. The respondent shall furnish any additional information and financial data for this purpose as the County may request.
- **16. REVIEW OF PROCUREMENT DOCUMENTS -** Per Florida Statute 119.071(1)(b)2 sealed bids, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public disclosure until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.
- 17. COMPLIANCE WITH FLORIDA STATUTE 119.0701 The Respondent shall comply with all the provisions of section 119.0701, Florida Statutes relating to the public records which requires, among other things, that the Respondent: (a) Keep and maintain public records; (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the respondent upon being removed from the Active Contractors List or termination of any contract resulting from this solicitation.

18. PROTECTION OF RESIDENT WORKERS – The Okaloosa County Board of County Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verifications, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verifications. The respondent shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. Okaloosa County reserves the right to request documentation showing compliance with the requirements.

Respondents doing construction business with Okaloosa County are required to use the Federal Government Department of Homeland Security's website and use the E-Verify Employment Eligibility Verifications System to confirm eligibility of all employees to work in the United States.

19. SUSPENSION OR TERMINATION FOR CONVENIENCE - The County may, at any time, without cause, order Respondent in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine, or to terminate all or a portion of any contract resulting from this solicitation for the County's convenience.

Upon such termination, the Contract Price earned to the date of termination shall be paid to Respondent, but Respondent waives any claim for damages, including loss of profits arising out of or related to the early termination. Those Contract provisions which by their nature survive final acceptance shall remain in full force and effect. If the County orders a suspension, the Contract price and Contract time may be adjusted for increases in the cost and time caused by suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by reason for which Respondent is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.

- **20. FAILURE OF PERFORMANCE/DELIVERY** In case of default by the respondent, the County after due notice (oral or written) may procure the necessary supplies or services from other sources and hold the respondent responsible for difference in cost incurred. Continuous instances of default shall result in cancellation of the contract and removal of the respondent from the vendor list for duration of one (1) year, at the option of County.
- 21. AUDIT If requested, respondent shall permit the County or an authorized, independent audit agency to inspect all data and records of respondent relating to its performance and its subcontracts under any contract resulting from this solicitation from the date of the contract through three (3) years after the expiration of contract.
- **22. EQUAL EMPLOYMENT OPPORTUNITY; NON DISCRIMINATION** Respondent will not discriminate against any employee or an applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age, familial status or handicap.
- **23. NON-COLLUSION** Respondent certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful or wrongful act, or any act which may result in an unfair advantage over other respondents. See Florida Statute 838.22.

- 24. UNAUTHORIZED ALIENS/PATRIOT'S ACT The knowing employment by respondent or its subcontractors of any alien not authorized to work by the immigration laws is prohibited and shall be a default of the terms under which respondent was placed on the Active Contractors List. In the event that the respondent is notified or becomes aware of such default, the respondent shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. Respondent's failure to take such steps as are necessary to terminate the employment of any said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of the subject contract and removal of the respondent from the Active Contractors list. Respondent shall take all commercially reasonable precautions to ensure that it and its subcontractors do not employ persons who are not authorized to work by the immigration laws.
- **25. CONE OF SILENCE CLAUSE** The Okaloosa County Board of County Commissioners has established a solicitation silence policy (Cone of Silence Clause) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department. The period commences from the date of advertisement until award of contract.

All communications shall be directed to the Purchasing Department -see attached form. Note: For respondent's convenience, this certification form is enclosed and is made a part of the bid package.

- 26. DRUG-FREE WORKPLACE Qualifications will only be received from respondents who can certify to having a drug-free workplace program. To have a Drug-Free Workplace program, a business shall, at a minimum, meet the requirements of Florida Statutes, Section 287.087. Respondents shall utilize DRUG-FREE WORKPLACE PROGRAM CERTIFICATION FORM provided to make this certification.
- 27. INDEMNIFICATION & HOLD HARMLESS CONSULTANT shall indemnify and hold harmless COUNTY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this Agreement. Respondent shall acknowledge and agree to the Indemnification and Hold Harmless clause
- 28. BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352) Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The contractor shall disclose lobbying activity using the CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES Form provided.
- **29. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12698)** A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension. SAM Exclusions contains the names of parties debarred,

suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The contractor shall certify compliance. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions and subcontracts. Respondents shall utilize CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS form provided to make this certification.

- **30. MANDATORY DISCLOSURES** The contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.
- 31. CERTIFICATE OF GOOD STANDING FOR STATE OF FLORIDA Florida Statute 607.1501 requires that all vendors who wish to do business in the State of Florida be licensed to do business through the Department of State of Florida and be in good standing with the State of Florida. As such, to do business with Okaloosa County a vendor must provide a Certificate of Good Standing with their bid/proposal package to the County. For more information on doing business in the State of Florida, please refer to the Florida Department of State. The website to register is https://dos.myflorida.com/sunbiz.
- **32. CREDIT CHECK** In the case of Federal and/or Florida State funded procurements, prior to awarding this contract, the top respondents will be required to submit to a soft credit pull for purposes of the County's Risk Assessment consideration; objections by any respondent will disqualify them from consideration. Bad credit indicating you are a high risk may impact your application. ORGANIZATION OR BANKRUPTCY PROCEEDINGS Qualifications will not be considered from respondents who are currently involved in official financial reorganization or bankruptcy proceedings.
- 33. The following documents are to be submitted with the qualification packet. Failure to provide required forms may result in contractor disqualifications.

RESPONSE DOCUMENT #1: DRUG-FREE WORKPLACE CERTIFICATION

RESPONSE DOCUMENT #2: CONFLICT OF INTEREST

RESPONSE DOCUMENT #3: FEDERAL E-VERIFY

RESPONSE DOCUMENT #4: CONE OF SILENCE FORM

RESPONSE DOCUMENT #5: INDEMNIFICATION AND HOLD HARMLESS

RESPONSE DOCUMENT #6: ADDENDUM ACKNOWLEDGEMENT

RESPONSE DOCUMENT #7: COMPANY DATA

RESPONSE DOCUMENT #8: SYSTEM AWARD MANAGEMENT FORM

RESPONSE DOCUMENT #9: LIST OF REFERENCES

RESPONSE DOCUMENT #10: CERTIFICATION REGARDING LOBBYING

RESPONSE DOCUMENT #11: SWORN STATEMENT – PUBLIC ENTITY CRIMES RESPONSE DOCUMENT #12: GOVERNMENTAL DEBARMENT & SUSPENSION VENDORS ON SCRUTINIZED COMPANIES LIST

RESPONSE DOCUMENT #14: GRANT FUNDED CLAUSES
RESPONSE DOCUMENT #15: BUY AMERICAN CERTIFICATE

RESPONSE DOCUMENT #16: CERTIFICATE OF GOOD STANDING FOR THE STATE OF

FLORIDA-PROVIDED BY CONTRACTOR – see above*

RESPONSE DOCUMENT #1: DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED RESPONDENT CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the statement specified in subsection 1.
- 4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in employee's community, by any employee who is convicted.
- 6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE:	October 18, 2022	SIGNATURE:	Mank Holden
COMPANY:	Frank L. Goldstein	NAME:	Frank L. Goldstein
ADDRESS:	234 Crewilla Dr. NW		
	Ft. Walton Beach, FL 32548		
		TITLE:	Dr./Consultant
PHONE #:	850-499-0296	E-MAIL:	franklgold@yahoo.com

RESPONSE DOCUMENT #2: CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all Respondents, must disclose if any Okaloosa Board of County Commissioner, employee(s), elected officials(s), or if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either "yes" (a county employee, elected official, or agency is also associated with your business), or "no." If yes, give person(s) name(s) and position(s) with your business.

YES:		NO:	X	
NA	ME(S)		POTISTION(S)	
FIRM NAME:				
BY (PRINTED):				
BY (SIGNATURE):				
TITLE:				
ADDRESS:				
PHONE NUMBER:				
E-MAIL:				
DATE:				

RESPONSE DOCUMENT #3: FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

In accordance with Okaloosa County Policy and Executive Order Number 11-116 from the office of the Governor of the State of Florida, Respondent hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the Respondent during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contact to likewise utilize the U.S. Department of Homeland Securities E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation such verification to the COUNTY upon request.

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: 11 October, 2022

SIGNATURE: 2

COMPANY:

Frank L. Goldstein

NAME:

Frank L. Goldstein

ADDRESS:

234 Crewilla Dr NW

Ft. Walton Beach, FL 32548

TITLE:

Dr/Consultant

E-MAIL:

franklgold@yahoo.com

PHONE #:

850-499-0296

RESPONSE DOCUMENT #4: CONE OF SILENCE

The Board of County Commissioners have established a solicitation silence policy (Cone of Silence) that prohibits oral and written communication regarding all formal solicitations for goods and services (ITB, RFP, ITQ, ITN, and RFQ) or other competitive solicitation between the bidder (or its agents or representatives) or other entity with the potential for a financial interest in the award (or their respective agents or representatives) regarding such competitive solicitation, and any County Commissioner or County employee, selection committee member or other persons authorized to act on behalf of the Board including the County's Architect, Engineer or their sub-consultants, or anyone designated to provide a recommendation to award a particular contract, other than the Purchasing Department Staff.

The period commences from the time of advertisement until contract award.

Any information thought to affect the committee or staff recommendation submitted after bids are due, should be directed to the Purchasing Manager or an appointed representative. It shall be the Purchasing Manager's decision whether to consider this information in the decision process.

Any violation of this policy shall be grounds to disqualify the Respondent from consideration during the selection process.

All Respondents must agree to comply with this policy by signing the following statement and including it with their submittal.

Trans	G Holde	Fresenting Fr	ank L. Goldsteir	1		
Signatu	ire		Company N	ame	_	
on this 11th	day of 0	October	2022, I h	nereby agree	e to abide by	the
County's "Cone	e of Silence Clause'	' and understand	violation of the	his policy	shall result	in
disqualification of	of my proposal/submit	tal.				

RESPONSE DOCUMENT #5: INDEMNIFICATION AND HOLD HARMLESS

CONTRACTOR shall indemnify and hold harmless COUNTY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of this Agreement.

Frank L. Goldstein	
Proposer's Company Name	Authorized Signature – Manual
Frank L. Goldstein	Frank L. Goldstein
Physical Address 234 Crewilla Dr NW Ft Walton Beach, FL 32548	Authorized Signature - Typed Hank Halksleim
Mailing Address 550 Mary Esther Blvd Unit 18 #172 Ft. Walton Beach, FL 32548	Title Dr/Consultant
Phone Number	FAX Number
850-243-2950	850-243-8305
Cellular Number	After-Hours Number(s)
850-499-0296	
Date October 18, 2022	

RESPONSE DOCUMENT #6: ADDENDUM ACKNOWLEDGEMENT RFQ PS 69-22

Acknowledgment is hereby made of the following addenda (identified by number) received since issuance of solicitation:

ADDENDUM NO.	DATE
N/A as addenda received	

NOTE: Prior to submitting the response to this solicitation, it is the responsibility of the respondent to confirm if any addenda have been issued. If such addenda have been issued, acknowledge receipt by noting number(s) and date(s) above.

RESPONSE DOCUMENT #7: SELF DATA

Respondent's Company Name:	Frank L. Goldstein			
Physical Address & Phone #:	234 Crewilla Drive, Ft. Walton Beach, FL 32548			
	850-499-0296			
Contact Person (Typed-Printed):	Frank L. Goldstein			
Phone #:	850-499-0296			
Cell #:	850-499-0296			
Federal ID or SS #:	DOD ID 107267315 SSN 000-00-0327 (see page 1)	_		
DUNNS/SAM #:				
Respondent's License #:	Texas #13255			
Additional License – Trade and Number				
Fax #:	850-243-8305			
Emergency #'s After Hours, Weekends & Holidays:	850-243-8305			
DBE/Minority Number:				

RESPONSE DOCUMENT #8: SYSTEM FOR AWARD MANAGEMENT (OCT 2016)

(a) Definitions. As used in this provision.

"Electronic Funds Transfer (EFT) indicator" means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see <u>subpart 32.11</u>) for the same entity.

"Registered in the System for Award Management (SAM) database" means that.

- (1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14) into the SAM database;
- (2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;
- (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and
 - (4) The Government has marked the record "Active".

"Unique entity identifier" means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

- (b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
- (2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM database.
- (c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:
 - (1) Company legal business name.
 - (2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
 - (3) Company Physical Street Address, City, State, and Zip Code.
 - (4) Company Mailing Address, City, State and Zip Code (if separate from physical).
 - (5) Company telephone number.
 - (6) Date the company was started.
 - (7) Number of employees at your location.
 - (8) Chief executive officer/key manager.
 - (9) Line of business (industry).
 - (10) Company Headquarters name and address (reporting relationship within your entity).

- (d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
 - (f) Offerors may obtain information on registration at https://www.acquisition.gov.

Offerors SAM information:
Entity Name:
Entity Address:
Sam.gov Unique Entity Identifier:
CAGE Code:
N/A appears as no company entity exist and this is a single individual doing only consulting work

this is a single individual doing only consulting work.

RESPONSE DOCUMENT #9: LIST OF REFERENCES

	Owner's Name and Address: Gary Kruschke
-	Commander FL One DMAT
	Contact Person:
	Email: Gary.kruschke@hhs.gov
	Owner's Name and Address: Dr. Frank Emmett
	Senior Psychologist Director, San Antonio Ecumenical Center
	Contact Person:
	Email: Femmet303@aol.com
	Owner's Name and Address: Dr, Mary Lindhall
	Professor, Dept of Forensic and Legal Psychology Marymount University, Arlington VA
	Contact Person: Telephone # (
	Email: mary.lindhall@marymount.edu
	Owner's Name and Address: Dr. Jason Doll
	Chair, Dept of Forensic and Legal Psychology Marymount University, Arlington VA
	Contact Person:
	Email: jason.doll@marymount.edu
	Owner's Name and Address: Dr. Chuck Linden
	Chair, Emerald Coast FL-One Board
	Contract Person: same Telephone # (850) 598-9537
	Email: bromed@gnt.net

RESPONSE DOCUMENT #10: LOBBYING - 31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (*To be submitted with each bid or offer exceeding \$100,000*)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]
- 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than

\$100,000 for each such expenditure or failure.] The Contractor,__, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

N/A	Signature of Contractor's Authorized Official
N/A	Name and Title of Contractor's Authorized Official
N/A	Date

Bid does not exceed \$100,000

RESPONSE DOCUMENT #11: SWORN STATEMENT UNDER SECTION 287.133 (3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted for Frank L. Goldstein 2. This sworn statement is submitted by Frank L. Goldsein
whose business address is: 234 Crewilla Dr. NW Ft. Walton Beach, FL 32548 and (if
applicable) its Federal Employer Identification Number (FEIN) is (If entity has no FEIN,
include the Social Security Number of the individual signing this sworn statement: <u>267-89-9327</u>
3. My name is <u>Frank L. Goldstein</u> and my relationship to the entity
named above is self

- 4. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- 5. I understand that "convicted" or "conviction" as defined in Section 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record, relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
- 6. I understand that an "affiliate" as defined in Section 287.133(1) (a), Florida Statutes, means:
 - (1) A predecessor or successor of a person convicted of a public entity crime; or
- (2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
- 7. I understand that a "person" as defined in Section 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers,

in management of an entity. 8. Based on information and belief, that statement which I have marked below is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.] FLG Neither the entity submitting this sworn statement, nor one or more of the officers, True directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of public entity crime subsequent to July 1, 1989. NO There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. [Please attach a copy of the Final Order.] NO The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. [Please attach a copy of the Final Order.] <u>N/A</u> The person or affiliate has not been placed on the convicted vendor list. [Please describe any action taken by or pending with the Department of General Services.1 Date: September, 29, 2023 STATE OF: Florida COUNTY OF: Okaloosa PERSONALLY APPEARED BEFORE ME, the undersigned authority, who after first being sworn by me, affixed his/her signature in the space provided above on this 18th day of October , in the year 2022 6/12/2025 My commission expires: Notary Public Catherine A Rickard Print, Type, or Stamp of Notary Public HH109611 State of Florida

Personally known to me, or Produced Identification:

Personally known to me

Type of ID

directors, executives, partners, shareholders, employees, members, and agents who are active

RESPONSE DOCUMENT #12: GOVERNMENT DEBARMENT & SUSPENSION

Instructions

- 1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out in accordance with these instructions.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- 3. The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Orders 12549, at Subpart C of OMB 2 C.F.R. Part 180 and 3000.332. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- 5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- 6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Orders 12549, Debarment and Suspension, and OMB 2 C.F.R.

Part 180, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880.

[READ INSTRUCTIONS ON PREVIOUS PAGE BEFORE COMPLETING CERTIFICATION]

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency;
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal

Frank L. Goldstein	
Printed Name and Title of Authorized Representative	
Frankt Holdstein	October 18, 2022
Signature	Date

RESPONSE DOCUMENT #13: VENDORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate Frank L. Goldstein	, the bid proposer, certifies that it is not: (1)
listed on the Scrutinized Companies that Boycott Israel Li	st, created pursuant to section 215.4725, Florida
Statutes, (2) engaged in a boycott of Israel, (3) listed on the Se	crutinized Companies with Activities in Sudan List
or the Scrutinized Companies with Activities in the Iran Petrol	eum Energy Sector List, created pursuant to section
215.473, Florida Statutes, or (4) engaged in business operation	s in Cuba or Syria. Pursuant to section 287.135(5),
Florida Statutes, the County may disqualify the bid proper im	mediately or immediately terminate any agreement
entered into for cause if the bid proposer is found to have sub	mitted a false certification as to the above or if the
Contractor is placed on the Scrutinized Companies that Boyc	ott Israel List, is engaged in a boycott of Israel, has
been placed on the Scrutinized Companies with Activities	in Sudan List or the Scrutinized Companies with
Activities in the Iran Petroleum Energy Sector List, or has been	en engaged in business operations in Cuba or Syria,
during the term of the Agreement. If the County determine	ines that the bid proposer has submitted a false
certification, the County will provide written notice to the bid	proposer. Unless the bid proposer demonstrates in
writing, within 90 calendar days of receipt of the notice, that the	ne County's determination of false certification was
made in error, the County shall bring a civil action against t	he bid proposer. If the County's determination is
upheld, a civil penalty shall apply, and the bid proposer will b	e ineligible to bid on any Agreement with a Florida
agency or local governmental entity for three years after the d	ate of County's determination of false certification
by bid proposer.	

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE:	October 18, 2022	SIGNATURE Manks Holdstein
COMPANY	Frank L. Goldstein	Frank L. Goldstein
ADDRESS:	234 Crewilla Dr NW Ft. Walton Beach, FL 32548	(Typed or Printed) TITLE: Dr/Consultant
PHONE NO.:	850-499-0296	E- MAIL: franklgold@yahoo.com

RESPONSE DOCUMENT #14: GRANT FUNDED CLAUSES

This Exhibit is hereby incorporated by reference into the main *Procurement*.

FEDERAL PROVISION RELATED TO GRANT FUNDS THAT MAY BE USED TO FUND THE SERVICES AND GOODS UNDER THIS SOLICATION

This *solicitation* is fully Federally Grant funded. To the extent applicable, in accordance with Federal law, respondents shall comply with the clauses as enumerated below. *Proposer* shall adhere to all grant conditions as set forth in the requirements of grant. Including, but not limited to, those set forth below, as well as those listed below, which are incorporated herein by reference:

- a. 2 CFR. 25.110
- b. 2 CFR Part 170 (including Appendix A), 180, 200 (including Appendixes), and 3000
- c. Executive Orders 12549 and 12689
- d. 41 CFR s. 60-1(a) and (d)
- e. Consolidated Appropriations Act, 2021, Public Law 116-260 related to salary limitations

These cited regulations are hereby incorporated and made part of this *Solicitation* as if fully set forth herein. As stated above, this list is not all inclusive, any other requirement of law applicable in accordance with the Federal, State or grant requirements are also applicable and hereby incorporated into this *Solicitation*. If Proposer cannot adhere to or objects to any of the applicable federal requirements, Proposers proposal may be deemed by the County as unresponsive. The provisions in this exhibit are supplemental and in addition to all other provisions within the procurement. In the event of any conflict between the terms and conditions of this Exhibit and the terms and conditions of the remainder of the procurement, the conflicting terms and conditions of this Exhibit and the terms and conditions of any federal grant funding document provided specific to the funds being used to contract services or goods under this *Procurement* the conflicting terms and conditions of that document shall prevail.

<u>Drug Free Workplace Requirements (Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), 2 CFR § 182)</u>: Applicability: As required in the Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub I 100-690, Title V, Subtitle D). Requirement: to the extent applicable, *propose*r must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.

Conflict of Interest (2 CFR § 200.112): Applicability: Any federal grant funded Contract or Contract that may receive federal grant funds. Requirement: The *proposer* must disclose in writing any potential conflict of interest to the County or pass-through entity in accordance with applicable Federal policy. Further, the County is required to maintain conflict of interest policies as it relates to procured contracts. In accordance with the Okaloosa County Purchasing Manual section 41.05(8), a conflict of interest exists when and of the following occur: i. Because of other activities, relationships, or contracts, a *proposer* is unable, or potentially unable, to render impartial assistance or advice; ii. A *proposer*'s objectivity in performing the contract work is or might be otherwise impaired; or iii. The *proposer* has an unfair competitive advantage.

<u>Mandatory Disclosures (31 U.S.C. §§ 3799 – 3733)</u>: Applicability: All Contracts using federal grants funds, or which may use federal grant funds. Requirement: *proposer* acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the *proposer*'s actions pertaining to this *solicitation*. The contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

<u>Utilization of Minority and Women Firms (M/WBE) (2 CFR § 200.321):</u> Applicability: All federally grant funded Contracts or Contracts which may use federal grant funds. Requirement: The *proposer* must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2CFR 200.321. If subcontracts are to be let, prime *proposer* will require compliance by all sub-contractors. Prior to contract award, the *proposer* shall document efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

Florida Department of Management Services (Office of Supplier Diversity)
Florida Department of Transportation
Minority Business Development Center in most large cities and
Local Government M/DBE programs in many large counties and cities

Equal Employment Opportunity (As per 2 CFR Part 200, Appendix II(C); 41 CFR § 61-1.4; 41 CFR § 61-4.3; Executive Order 11246 as amended by Executive Order 11375): Applicability: except as otherwise provided under 41 CFR Part 60, applies to all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3. Requirement: During the performance of this Contract, the *proposer* agrees as follows: (1) The Proposer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The *Proposer* will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Proposer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause; (2) The *Proposer* will, in all solicitations or advertisements for employees placed by or on behalf of the *Proposer*, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin; (3) The Proposer will send to each labor union or representative of workers with which it has a collective bargaining Contract or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the *Proposer*'s commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment; (4) The *Proposer* will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor; (5) The *Proposer* will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.; (6) In the event of the *Proposer*'s noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Proposer may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.; (7) Proposer will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The *Proposer* will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a *Proposer* becomes involved in, or is

threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the *Proposer* may request the United States to enter into such litigation to protect the interests of the United States.

Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148, as supplemented by 29 CFR Part 5): Applicability: When required by Federal Program legislation, grant funding, and all prime construction contracts in excess of \$2,000 awarded by non-Federal entities, including Okaloosa County. Requirement: If applicable to this solicitation, the proposer agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). Proposer are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination.

Copeland Anti Kick Back Act (40 U.S.C. § 3145 as supplemented by 29 CFR Part 3): Applicability: When required by Federal Program legislation, grant funding, and all prime construction contracts in excess of \$2,000 awarded by non-Federal entities, including Okaloosa County. Requirement: If applicable to this *Solicitation*, proposer shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated by reference to this *solicitation*. Proposer are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708 as supplemented by 29 CFR Part 5): Applicability: All contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers. Requirement: All contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions, which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387, as amended): Applicability: Contracts and subgrants of amounts in excess of \$150,000.00. Requirement: proposer agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Debarment and Suspension (2 CFR part 180, Executive Orders 12549 and 12689): Applicability: All contracts with federal grant funding or possibility of federal grant funds being used. Requirement: *proposer* certifies that it and its principals, if applicable, are not presently debarred or suspended by any Federal department or agency from participating in this transaction. *Proposer* now agrees to verify, to the extent applicable that for each lower tier subcontractor that exceeds \$25,000 as a "covered transaction" under the Services to be provided is not presently disbarred or otherwise disqualified from participating in the federally assisted services. The *proposer* agrees to accomplish this verification by: (1) Checking the System for Award Management at website:

http://www.sam.gov; (2) Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, herein; (3) Inserting a clause or condition in the covered transaction with the lower tier contract.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): Applicability: Applicable to any individual/entity that applies or bids/procures an award in excess of \$100,000. Requirement: *proposer* must file the required certification, attached to the procurement. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The contractor shall certify compliance.

<u>Rights to Inventions Made Under a Contract or Agreement (37 CFR Part 401):</u> Applicability: If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 additional Standard patent rights clauses in accordance with 37 CFR § 401.14 shall apply. Requirement: Please contact the County for further information related to the applicable standard patent rights clauses.

Procurement of Recovered Materials (2 CRF 200.323 and 40 CFR Part 247): Applicability: All contractors of Okaloosa County when federal funds may be or are being used under the Contract. Requirement: *proposer* must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Access to Records and Reports: Applicability: All Contracts that received or may receive federal grant funding. Requirement: *Proposer* will make available to the County's granting agency, the granting agency's Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, Okaloosa County, Okaloosa County Clerk of Court's Inspector General, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the contractor that are pertinent to the County's grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the contractor's personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.

Record Retention (2 CFR § 200.33): Applicability: All Contracts that received or may receive federal grant funding. Requirement: *proposer* will retain of all required records pertinent to this contract for a period of three years, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333.

<u>Federal Changes:</u> *Proposer* shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of *any awarded contract*.

Termination for Default (Breach or Cause): Applicability: All Contracts that may receive federal funds or that

are federally funded above the micro-purchase amount. Requirement: If Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the County may terminate the contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

<u>Termination for Convenience</u>: Applicability: All Contracts that may receive federal funds or that are federally funded above the micro-purchase amount. Requirement: *Any Awarded Contract* may be terminated by Okaloosa County in whole or in part at any time, upon ten (10) days written notice. If the Contract is terminated before performance is completed, the *Contractor* shall be paid only for that work satisfactorily performed for which costs can be substantiated.

<u>Safeguarding Personal Identifiable Information (2 CFR § 200.82):</u> Applicability: All Contracts receiving, or which may receive federal grant funding. Requirement: *proposer* will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.

<u>Prohibition On Utilization Of Cost Plus A Percentage Of Cost Contracts (2 CFR Part 200)</u>: Applicability: All Contracts receiving or which may receive federal grant funding. Requirement: The County will not award contracts containing Federal funding on a cost-plus percentage of cost basis.

Energy Policy and Conservation Act (43 U.S.C. § 6201 and 2 CFR Part 200 Appendix II (H): Applicability: For any contracts except micro-purchases (\$3000 or less, except for construction contracts over \$2000). Requirement: *proposer* shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

<u>Trafficking Victims Protection Act (2 CFR Part 175)</u>: Applicability: All federally grant funded contracts or contracts which may become federally grant funded. Requirement: *Proposer* will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits *Proposer* from (1) engaging in severe forms of trafficking in persons during the period of time that *resulting contract* is in effect; (2) procuring a commercial sex act during the period of time that *resulting contract* is in effect; or (3) using forced labor in the performance of the contracted services under *a resulting contract*. A *resulting contract* may be unilaterally terminated immediately by County for *Proposer*'s violating this provision, without penalty.

<u>Domestic Preference For Procurements (2 CFR § 200.322)</u>: Applicability: All Contracts using federal grant funds or which may use federal grant funds. Requirement: As appropriate and to the extent consistent with law, to the greatest extent practicable when using federal funds for the services provided in *a resulting contract*, shall provide a preference for the purchase, acquisition, or use of goods and products or materials produced in the United States.

Buy America (Build America, Buy America Act (Public Law 117-58, 29 U.S.C. § 50101. Executive Order 14005): Applicability: Applies to purchases of iron, steel, manufactured products and construction materials permanently incorporated into infrastructure projects, where federal grant funding agency requires it or if the grant funds which may come from any federal agency, but most commonly: the U.S. Environmental Protection

Agency (EPA), the U.S. Federal Transit Administration (FTA), the US Federal Highway Administration (FHWA), the U.S. Federal Railroad Administration (FRA), Amtrack and the U.S. Federal Aviation Administration (FAA). Requirement: All iron, steel, manufactured products and construction materials used under a federally grant funded project must be produced in the United States. Additional requirements may apply depending on the Federal Granting Agency provisions, please check with Okaloosa County for further details. Proposers shall be required to submit a completed Buy America Certificate with this procurement, an incomplete certificate may deem the proposers submittal non-responsive.

Prohibition On Certain Telecommunications And Video Surveillance Services Or Equipment (2 CFR § 200.216): Applicability: All Contracts using federal grant funds or which may use federal grant funds. Requirement: Proposer and any subcontractors are prohibited to obligate or spend grant funds to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain; or (3) enter into a contract to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). i. For the purpose of public safety, security of government FACILITY, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities), ii. Telecommunications or video surveillance services provided by such entities or using such equipment. iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

Enhanced Whistleblower Protections (41 U.S.C. § 4712): Applicability: National Defense Authorization Act of 2013 extending whistleblower protections to *Proposer* employees may apply to the Federal grant award dollars involved with *a resulting contract*. Requirement: See 42 U.S. Code § 4712 for further requirements. Requirement: An employee of *Proposer* and/or its subcontractors may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 42 U.S.C. § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

Federal Funding Accountability and Transparency Act (FFATA) (2 CFR § 200.300; 2 CFR Part 170): Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: In accordance with FFATA, the *Proposer* shall, upon request, provide Okaloosa County the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

Federal Awardee Performance and Integrity Information System (FAPIIS)(The Duncan Hunter National Defense Authorization Act of 2009 (Public Law 110-417 and 2 CFR Part 200 Appendix XII)): Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The *Proposer* shall update the information in the Federal Awardee Performance and Integrity Information System

(FAPIIS) on a semi-annual basis, throughout the life of this contract, by posting the required information in the System for Award Management via https://www.sam.gov.

Never Contract With The Enemy (2 CFR Part 183): Applicability: only to grant and cooperative agreements in excess of \$50,000 performed outside of the United States, Including U.S. territories and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities. Requirement: *proposer* must exercise due diligence to ensure that none of the funds, including supplies and services, received are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, which must be completed through 2 CFR 180.300 prior to issuing a subcontract.

<u>Federal Agency Seals, Logos and Flags:</u> Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The *proposer* shall not use any Federal Agency seal(s), logos, crests, or reproductions of flags or likenesses of any federal agency officials without specific federal agency preapproval.

No Obligation by Federal Government: Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from *a resulting contract*.

The	Frank L. Goldstein		on	behalf	of
Frank L.	Goldstein t	the proposer is authorized t	sign below and	confirm the propos	er is
fully able to cor	nply with these requireme	ents, federal terms and cond	ditions and has ma	ade any inquiries ar	ıd/or
further examinat	tion of the law and require	ments as is necessary to con	nply.		
DATE:	October 18, 2022	SIGNATURE:	Frank?	Goldlein	_
COMPANY:	Frank L. Goldstein	NAME:	Frank L. Goldstei	n	
ADDRESS:	234 Crewilla Dr NW	TITLE:	Dr/Consultant		
	Ft. Walton Beach, FL 323	548			
E-MAIL:	franklgold@yahoo.com				

PHONE NO.: 850-499-0296

RESPONSE DOCUMENT #15: BUY AMERICA CERTIFICATES

If steel, iron, or manufactured products as defined in 49 CFR §§ 661.3 and 661.5 of this part) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder or offeror in accordance with the requirement contained in 49 CFR § 661.13(b) of this part.

Certificate of Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

I I		
DATE:	October 18, 2022	
SIGNATURE:	Frankt Holdlein	
COMPANY:	Frank L. Goldstein	
NAME:	Frank L. Goldstein	
TITLE:	Dr/Consultant	•
but it may qualify	Certificate of Non-Compliance with Buy America or offeror hereby certifies that it cannot comply with the refor an exception to the requirement pursuant to 49 U.S.C. ons in 49 CFR 661.7.	quirements of 49 U.S.C. 5323(j),
DATE:		
SIGNATURE:		
COMPANY:		
NAME:		

TITLE:

FRANK L. GOLDSTEIN, PHD

Unit 18, #172, 550 Mary Esther Blvd Ft. Walton Beach, FL 32548 C (210) 499-0296 Fax (850) 243-8305 Email: franklgold@yahoo.com

PROFESSIONAL WORK SUMMARY

Medical Director, Behavioral Health and Resilience Okaloosa County EMS, Director, Emerald Coast Crisis Stress Team. Senior Clinical Mental Health Specialist, Florida Disaster Medical Response Federal Team, Northwest Florida Regional Medical Response Team and Okaloosa-Walton Medical Reserve Corps. Faculty, Northwest Florida State College Leadership Institute, Niceville, FL, and Graduate Faculty, Forensic and Legal Psychology, Marymount University, Arlington, VA. Forty years' experience as First Responder, Commander (USAF Colonel, Ret.), director, educator, behavioral scientist, clinician, business leader, author and motivational speaker. Skilled in disaster support, crisis and stress management, post-traumatic stress disorders, human sexuality, psychological operations, information operations, human factors profiling (domestic and international), and psychological and analytical research.

Have traveled, studied and worked on all seven continents. Advised various branches of the U.S. government and civilian enterprises on behavioral and academic issues. Academician and instructor for educational institutions worldwide. In the United States: the Air Force Academy, Air University, Armed Forces Staff College, Army Command & Staff College, Naval Post Graduate School, Auburn University at Montgomery, University of Georgia, Salve Regina University, Southern Illinois University Edwardville, St. Louis University, Northwest Florida State College and Marymount University. Overseas: United Kingdom Intelligence Community, Swedish Military War College, French Medical Service University, Bulgarian Air Force Academy, Bulgarian War College and Joint Science Board, Czech Military University, Canadian Armed Forces Staff College, German Psychological Defence School, Republic of Korea Military Forces, and the Chinese Medical Community. Former Dean of Research at Air Command Staff College, and Director of Research, USAF War College at Air University, Montgomery, AL.

As a First Responder has deployed five times for COVID support operations and to Hurricane Michael, Florence, Maria, Isaac, Harvey and Superstorm Sandy as a Mental Health Team Lead for PTSD and general trauma support. Has also conducted post storm workshops and post gun incident workshops to communities across the United States, including the NAS Pensacola mass shooting, Sutherland Springs Texas church shooting and numerous individual shooting incidents and suicides.

EDUCATION

- Doctor of Philosophy, St. Louis University, St. Louis MO
- Fellow, National Institute of Mental Health, Boston, MA
- Master of Arts, St. Mary's University, San Antonio, TX
- Master of Arts, University of Chicago, Chicago, IL
- Bachelor of Arts, University of South Florida, Tampa, FL

BOARD MEMBERSHIPS

- Board Member: Florida One, Inc. A First Responder Organization 501.C. Provide First Responder Assistance locally, nationally and internationally. Member 2015 present.
- Board Member: The Northwest Florida Regional Mustang Organization. Board member 2014 -16, 2017 - 2019.
- Board Member: BSC Scholarship Board Air Force ROTC, Air University, Dept. of the Air Force, 1997 – 1998.
- Board Member: Mental Health Association of Northwest Florida. 1990 -1994.

SPECIALIZED EDUCATION AND UNIQUE TRAINING

- FEMA Disaster Training, ICS 100, 200, 300, 400, 700, 800. Emergency Mgmt. Inst.
- Tri-Service Combat Stress Trained (DoD) Camp Pendleton, CA
- HHS Psychological First Aid Course (Every other year)
- National Guard Trained Crisis Responder Course, Washington, DC
- NATO Command & Control Warfare and Information Operations (IO) Course, Germany
- USCINCSPACE Military Information Operations Planning CRS, Colorado Springs, CO
- IO Control Chief, UFL (South Korea)
- Information Warfare, National Defense University, Washington DC
- Conventional Weaponeering Fundamentals Course, Goodfellow AFB
- National Senior Intelligence Course, Joint Military Intelligence Training Center, Washington DC
- Joint C2W Senior Theater Battle Commanders CRS, USAF Ground Operations School, Hurlburt Field, FL
- Human Sexual Functional and Dysfunctional Training. (One Year) Masters and Johnson Reproductive Biology Institute, St. Louis, MO, 1977.
- Reality Therapy Institute (William Glasser) Los Angeles, CA, 1977 79. Certified as an Advanced Reality Therapist in 1979
- NATO Psychological Operations Course, Defense Intelligence and Security School, Templer Barracks, Ashford, Kent, UK

LICENSES/CERTIFICATES

- Certified PTSD Clinician American Psychotherapy Association
- Diplomate The American Association of Sex Educators, Counselors, and Therapists
- Diplomate American Psychotherapy Association
- Diplomate American Board of Sexology Certified Sex Therapist (1996 1997)
- Diplomate American Board of Examiners In Clinical Social Work (ABE) 1993 -
- Diplomate American Board of Forensic Medicine (ABFM) American College of Forensic Examiners
- Texas License #13255
- Critical Incident Stress Management Certificate, University of Maryland
- Certified Reality Therapist (Reality Therapy Institute)
- Certified Substance Abuse Counselor (DOD Certified)
- Texas Mental Health Counselors Association
- The Association of Military Surgeons of the United States
- Diplomate American Academy of Social Workers
- Military Awards: sixteen decorations, including two foreign decorations

CLINICAL BACKGROUND

- A Senior Psychological Profiler in support of US National efforts
- Diplomate of American College of Forensic Examiners
- Member Aviation Psychology Association
- Department of Army Clinical Psychology Short Course
- License for independent practice: State of Texas and previously State of Massachusetts
- Forty years as a Clinical Behaviorist and Psychotherapist

MEMBERSHIPS/PROFESSIONAL

- International Society of Human Dimension Analysis
- American College of Forensic Examiners (Fellow)
- American Psychotherapy Association
- Aviation Psychology Association
- American Association of Sex Educators, Counselors, and Therapists
- International Association for Counterterrorism & Security Professionals
- Association of Old Crows
- American Legion
- Military Officers Association of America (Life Member)
- Air Force Association (Life Member)
- Veterans of Foreign Wars (Life Member) Post Surgeon, Post 7674
- Air Commando Association (Life Member)
- Friends of the National Museum of the USAF

MEMBERSHIPS/COMMUNITY

- University of South Florida Alumni Association
- St. Louis University Alumni Association
- University of Chicago Alumni Association
- The Heritage Foundation
- Commemorative Air Force
- National WASP WWII Museum
- National Museum of the United States Army
- Air Force National Museum Foundation
- FL-1 DMAT (Disaster Medical Assistance)
- Friends of the Raiders Northwest Florida State College
- The Nature Conservancy

SELECTED PUBLICATIONS

Editor and Author of the internationally recognized book, Psychological Operations Principles and Case Studies

Editor and Author, "Psychological Profiling: An Evolving Forensic Science"

Author, The Last Reunion A Salute to "The Jimmy Doolittle Tokyo Raiders"

Author, "Psychological First Aid: A First Responder Handbook"

Editor and Author, "Psychological Profiling: An Evolved Forensic Science", "The First Responder Community: A Psycho-Social Report During Pandemics and Protests" and "First Responder Suicide: A Social Psychological Perspective And Resource Guide"

Over 30 other publications, including a Series of Social-Psychological Profile Perspectives on Armenia, Azerbaijan, Nigeria, Georgia, North Korea, Vietnam, Iran, Cuba, Venezuela, and Syria. Published, "Information Warfare On The Modern Battlefield" and a State Department product titled "Psychological Assessment on Key African Nations, Their Leaders and People: (Case Studies of Nigeria, Morocco, Zimbabwe, and South Africa.)"

PUBLICATIONS

Goldstein, Frank L., Editor, Colleen Allen-Clingan, Bridget Connors, Meg Fansler, Katherine Levy, Jessica Markey, Nicole Torre and Matthew Wong, Co-Authors, "The First Responder Community: A Psycho-Social Report During Pandemics and Protests" Emerald Coast Health Care Coalition, Ft. Walton Beach, FL, 2020.

Goldstein, Frank L., Editor," Psychological Profiling: An Evolved Forensic Science", Ft. Walton Beach, FL, Precision Influence Technologies Publication, 2019.

Goldstein, Frank L., Editor, "Psychological First Aid: A First Responder Handbook ("Dedicated to The Men and Women of FL1-DMAT/Region 1- SMRT and First Responders Everywhere,") Ft. Walton Beach, FL, Precision Influence Technologies Publication, 2018.

Goldstein, Frank L., Editor," Psychological Profiling: An Evolving Forensic Science", Ft. Walton Beach, FL, Precision Influence Technologies Publication, 2011.

Goldstein, Frank L., Emmett, Frank E., and Rikk Kretue, "Monograph: A Social-Psychological Perspective on the People within the Democratic People's Republic of Korea (DPRK), Revised Edition," Joint Information Operations Warfare Center United States Strategic Command, San Antonio, Texas, September 2009.

Goldstein, Frank L. and Emmett, Frank E., "Monograph: The Value of the Psychological Perspective Utilizing Four Representative African Nations: Morocco, Nigeria, South Africa, and Zimbabwe," Department of State, INR Program Office, Washington, D.C., January 2009

Goldstein, Frank L. and Emmett, Frank E., "Monograph: A Social-Psychological Perspective on the People within Armenia," Joint Information Operations Warfare Center United States Strategic Command, San Antonio, Texas, April 2008.

Goldstein, Frank L., Emmett, Frank E., and Joey Lindquist, "Monograph: A Psychological Perspective on the People of Azerbaijan," Joint Information Operations Warfare Center United States Strategic Command, San Antonio, Texas, April 2008.

Goldstein, Frank L., Emmett, Frank E., and Denise Rodriguez, "Monograph: A Social-Psychological Perspective on the People of the Republic of Georgia," Joint Information Operations Warfare Center United States Strategic Command, San Antonio, Texas, April 2008.

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Goldstein, Frank L., and Usseglio, Atilio M., Psychological Operations Through Computer Networks, CYBER SWORD: The Professional Journal of Joint Information Operations, IV, (1), 21 – 23. Spring 2000

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1998, sponsored by Special Operations/Low Intensity Conflict (SOILIC) Division, the National Defense Industrial Association (NDIA). Washington, D.C., NDIA. 1998.

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Medd, Roger, and Frank L. Goldstein. "International Terrorism on the Eve of a New Millennium." Studies in Conflict and Terrorism 20, no. 3 (July-September 1997): 281-¬316.

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A Question of Suicide and First Responders, May 2018

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EMS, Empathy and Behavioral Health, July 2018

How Your Thoughts Can Keep You Healthy! July 2018

Doing Your Job: What Is Service All About? July 2018

Disasters and Their Psychological Impact On First Responders, August 2018

Caring and Sharing, November 2018

Holiday Stress November, 2018

How Long Does Holiday Stress Last? January 2019

"Do You Believe In Resilience?" January 2019

How To Be Successful In Your EMS Career, February 2019

What Your Social Skills Say About You, February 2019

History and You, March 2019

Resilience, Flexibility and Leadership, April 2019

Phobias, Grief and Happy Thoughts, May 2019

Taking Control, June 2019

Some Thoughts on Trauma, July 2019

Resilience Understanding, August 2019

Resilience and Burn-Out, October 2019

The California Fires: Resilience Lessons Learned, November 2019

What Every Responder Needs to Remember When Responding, November 2019

Random Items That Lower Stress And Can Make you Feel Better, December 2019

Resilience Mini Tips. December 2019

Toilet Paper and Panic, March 2020

Psychological First Aid, Stress Management and PTSD May 2020

Psychological First Aid with Buddies, Stress Management at Home & Resilience,

May 2020

Taking Care of Yourself in Hard Crazy Times, June 2020

Resilience and Exercise, July 2020

The In's and Out's of Buddy Care, September 2020

Pandemics, Disasters and Their Psychological Impact, September 2020

Random Items That Lower Stress & Can Make You Feel Better, October 2020

Holiday Stress, November 2020

How Long Does Holiday Stress Last? Dec. 2020

Did You Ever Think About Your Behavior? Dec. 2020

Resilience and Stupidity, January 2020

Resilience Is More Than Words, January 2020

Doing The Healthy Thing, January 2020

Keeping Life in Perspective, January 2020

Psychological First Aid, Stress Management And PTSD May-2020

Psychological First Aid With Buddies, Stress Management At Home & Resilience-May 2020

Taking Care Of Yourself In Hard Crazy Times June 2020

Resilience And Exercise July 2020

The In's And Out' S Of Buddy Care September 2020

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Resilience And Stupidity January 2021

Resilience Is More Than Words January 2021

Resilience And Grief March 2021

Items To Remember March 2021

Resilience And Staying Memory Healthy May 2021

Balance In Your Life June 2021

Sleep, Resilience And You July 2021

COVID Revisited July 2021

Resilience In A Tough World August 2021

Buddy Care Updated September 2021

Resilience And Knowledge October 2021

Holiday Stress November 2021

How Your Thoughts Can Keep You Healthy! November 2021

How Long Does Holiday Stress Last? December 2021

Resilience And Stupidity December 2021

Resilience And Quiet For 2022 January 2022

What Impacts Your Decision Making? February 2022

Resilience, Wellness And Your Mind March 2022

History and You-April 2022

Trying to Relax and It's Not Working May 2022

Staying Positive When Your World is Turning Upside Down June 2022

Resilience and the Mind/Food Connection July 2022 Your Impact On Developing Resiliency August 2022 Random Items That Lower Stress & Can Make You Feel Better September 2022



SPC St. Petersburg College CENTER FOR PUBLIC SAFETY INNOVATION

Certificate of Completion

Presented to

Frank Goldstein

For successful completion of 40-hour basic NOVA Crisis Response Team Training

May 13-17, 2019 St. Petersburg, Florida

Eileen LaHaie

Executive Director

Center for Public Safety Innovation

Elizabeth J. Rossman

Chairperson

Florida Crisis Response Team, Inc.





TEXAS A&M ENGINEERING EXTENSION SERVICE

National Emergency Response and Recovery Training Center

in cooperation with the
Department of Homeland Security
Federal Emergency Management Agency

Frank L. Goldstein

has successfully completed

WMD/Terrorism Awareness for Emergency Responders

4 Hours
June 29, 2018
Continuing Education Units Earned .40

In Accordance With NFPA-472, Chapter 4, 2013 Edition; OSHA 29 CFR 1910.120 (q)(6)(i)

Gary F. Sera, Director Texas A&M Engineering Extension Service

National Emergency Response and Recovery Training Center

Texas A&M Engineering Extension Service

FP AWR160 128

TEEX ID 1143022

State Board for Educator Certification #500132

Center for Domestic Preparedness



This is to certify that

Frank Louis Goldstein

successfully completed the

Integrated Capstone Event (NDMS)

Anniston, AL

(8 Contact Hours)

Issued this 13th day of July, 2018

Tony Russell Superintendent Center for Domestic Preparedness Federal Emergency Management Agency U.S. Department of Homeland Security

American Psychotherapy Association®

hereby recognizes

Frank Goldstein, PhD

for having met the requirements to become a

Board Certified PTSA Clinician®

with all the rights and privileges pertaining thereto, so long as annual membership requirements are met and the Psychotherapist's Gath of The American Psychotherapy Association is upheld.

Row con

Robert L. O'Block, MDiv, PhD, PsyD, DMin Founder and Publisher

AMERICAN
PSYCHOTHERAPY
ASSOCIATION®

Wayne lasker, By.D., DAPA, BCPC

Wayne Tasker, PsyD, FAPA, BCPC Chair, American Psychotherapy Association

Expiration Date February 2018

Date awarded February 2015

Identification Number

*In compliance with third-party accreditation the American Psychotherapy Association requires certification holders to remain in good standing by being current with maintenance fees or membership dues, submitting the required 30 continuing education units every three years for recertification, and upholding the American Psychotherapy Association's code of conduct. This certificate is the property of the American Psychotherapy Association and that the individual has mel the minimum requirements to attain this credential based on specifications set forth by the American Psychotherapy Association.

This certificate attests that

Frank Goldstein

has attended a curriculum approved course entitled

Assisting Individuals in Crisis

13 Contact Hours



UMBC has awarded 1.3 Continuing Education Units for this course, based on a formula of 1 Continuing Education Unit for every 10 contact/classroom hours.



February 19-21, 2019

Course Date

2190219114615492

Course Number

Course Instructor

Kent Malwitz
President of UMBC Training Centers
Baltimore, Maryland

Frank Goldstein

has attended a curriculum approved course entitled

Group Crisis Intervention

14 Contact Hours





UMBC has awarded 1.4 Continuing Education Units for this course, based on a formula of 1 Continuing Education Unit for every 10 contact/classroom hours.

February 19-21, 2019

Course Date

2190219114615492

Course Number

Joseph a La Cognate

Course Instructor

Kent Malwitz
President of UMBC Training Centers
Baltimore, Maryland





Certificate of Completion

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Tony Russell
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11667

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February 19-21, 2019

Course Date

2190219114615492

Course Number

Joseph a La Cognate

Course Instructor

Kent Malwitz
President of UMBC Training Centers
Baltimore, Maryland



The American Association of Sexuality Educators, Counselors and Therapists

Washington, DC hereby confers upon

Frank L. Goldstein, PhD

the title of

AASECT Certified Diplomate of Sex Therapy

in recognition of having satisfied the requirements for Diplomate of Sex Therapy

007700

Certification Effective Dates:

February 19, 2021 - December 31, 2023

Chris F. Fariello, PhD, MA, LMFT, CST, CSE, CSTS
President

Initial Certification Date: January 01, 2003

Saint Louis University

To all to whom these presents may come, greetings in the Bord. Me, the President and Board of Crustees. certify that on the recommendation of the Bean and Haculty of the

Graduate School

have conferred on

Frank Linuis Goldstein

the degree of

Doctor of Uhilosophy

Mith all the rights and privileges pertaining to that degree. In witness whereof we have signed our names and affixed the Seal of the University to this diploma at Saint Bouis, Missouri, on this seventh day of April, nineteen hundred and eighty-three.

L. Bisudi Sf.



Donald & Brezion

The First Responder Community: A Psycho-Social Report During Pandemics and Protests



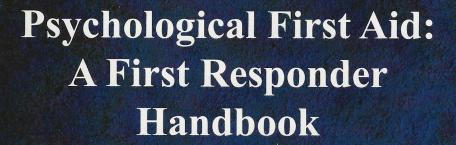
https://www.crestfordcenterline.com/first-responder-program.htm

Frank L. Goldstein, Ph.D.
Director, Behavioral Health and Resilience, OCEMS

With

Colleen Allen-Clingan, Bridget Connors, Meg Fansler,
Katherine Levy, Jessica Markey, Nicole Torre and Matthew Wong
Graduate Interns, Forensic and Legal Psychology Program
Marymount University, Arlington, VA

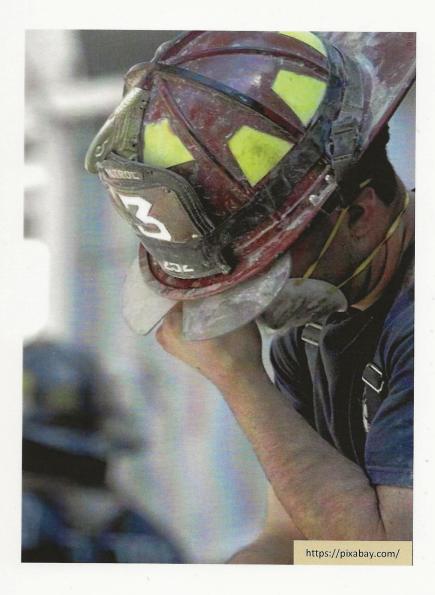
FloridaOne, DMAT, Inc.



TAKING CARE OF SELF, COLLEAGUES AND FAMILY

Frank L. Goldstein, PhD Col. USAF (Ret.)

First Responder Suicide: A Social Psychological Perspective And Resource Guide



Frank L. Goldstein, Ph.D. Matt Rosenberg, MA and Sheri Hill, MA

FloridaOne DMAT, Inc.



Edited By Frank L. Goldstein, Ph.D.

Precision Influence Technologies Publication Ft. Walton Beach, FL

Psychological Profiling: An Evolved Forensic Science

First Edition
1st Printing
2019

Edited By Frank L. Goldstein, Ph.D.

Psychological Profiling: An Evolved Forensic Science

Second Edition 1st Printing 2021

Edited By Frank L. Goldstein, Ph.D.



Texas Behavioral Health Executive Council Texas Board of Professional Geoscientists Texas Funeral Service Commission Texas Optometry Board Texas State Board of Dental Examiners Texas State Board of Pharmacy

Texas State Board of Plumbing Examiners

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Press "Back" to return to the previous screen.

Press "New Search" to start new search.

Search Criteria

Search by Name for a Specified License Type

License Type

BHEC - Social Worker

Last Name:

Goldstein

First Name: Name

Frank License Number

License Type

Status

Expiry Date

GOLDSTEIN, FRANK L.

13255

Licensed Clinical Social Worker (LCSW)

Active

06/30/2024

Back

New Search

© 2015. Iron Data Version:2.10.0.168

For F. L. Goldstein

Certificate of Good Standing for State of Florida Response #16

- 1. According to Florida Department of State website the certificate of Good Standing in a business certificate and not required for individuals.
- 2. Exception is certificates for members of the Florida Bar.
- 3. Inclusion of Good Standing for Dr. Goldstein
 - A. Texas verification of good standing with professional license #13255
 - B. Letter of good standing at Federal Level by Commander, FL-1 DMAT.
 - C. Copy of Okaloosa County ID card held for past five years without it being revoked, terminated or suspended.

Gary Kruschke 157 Rogers Road Defuniak Springs, FL 32435 (850)685-6492

October 6, 2022

RE: Dr. Frank Goldstein

To whom it may concern,

Dr. Frank Goldstein, has been a member of the Florida One Disaster Medical Assistance Team (FL-1 DMAT), with the National Disaster Medical System (NDMS), with the Emergency Management and Medical Operations (EMMO), with the Administration for Strategic Preparedness and Response (ASPR) in Health and Human services (HHS), and is a member in good standing with past and present involvement.

This I attest sincerely,

Gary Kruschke

Team Commander FL-1 DMAT

National Disaster Medical System HHS/ASPR/OEM 850-685-6492 gary.kruschke@hhs.gov







DATE ISSUED 2/2/2018

Frank Goldstein

Position EMS RPMH



Emergency Operations Center

Exhibit "B"

GENERAL SERVICES INSURANCE REQUIREMENTS FOR PROFESSIONAL LIABILITY

CONTRACTORS INSURANCE

- The Contractor shall not commence any work in connection with this Agreement until he has obtained all
 required insurance and the certificate of insurance has been approved by the Okaloosa County Risk Manager
 or designee.
- 2. All insurance policies shall be with insurers authorized to do business in the State of Florida and having a minimum rating of A, Class X in the Best Key Rating Guide published by A.M. Best & Co. Inc.
- 3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
- 4. With the exception of Workers' Compensation policies, the County shall be shown as an Additional Insured with Endorsement for each policy on the Certificate of Insurance.
- 5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Contractor.
- 6. The County reserves the right at any time to require the Contractor to provide copies (redacted if necessary) of any insurance policies to document the insurance coverage specified in this Agreement.
- 7. Any subsidiaries used shall also be required to obtain and maintain the same insurance requirements as are being required herein of the Contactor
- 8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

WORKERS' COMPENSATION INSURANCE

- 1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.
- 2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.

3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage and a Waiver of Subrogation in favor of the County on the Certificate of Insurance.

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

COMMERCIAL GENERAL LIABILITY INSURANCE

- 1. The Contractor shall carry Commercial General Liability insurance against all claims for Bodily Injury, Property Damage and Personal and Advertising Injury liability caused by the Contractor.
- 2. Commercial General Liability coverage shall include the following:
 - 1.) Premises & Operations Liability
 - 2.) Bodily Injury and Property Damage Liability
 - 3.) Independent Contractors Liability
 - 4.) Contractual Liability
 - 5.) Products and Completed Operations Liability
- 3. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

PROFESSIONAL LIABILITY and/or ERRORS AND OMMISSIONS LIABILITY

Coverage must be afforded for Wrongful Acts, errors or omissions committed by the Contractor or its employees in performing its professional services under this contract. Contractor must keep insurance in force until the third anniversary of expiration of this agreement or the third anniversary of acceptance of work by the County.

INSURANCE LIMITS OF LIABILITY

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

and completed operations

		LIMIT
1.	Workers' Compensation	
	1.) State	Statutory
	2.) Employer's Liability	\$500,000 each accident
2.	Business Automobile	\$300,000 each accident
		(A combined single limit)
3.	Commercial General Liability	\$1M each occurrence
	•	for Bodily Injury & Property Damage
		\$1M each occurrence Products

4. Personal and Advertising Injury

\$1M each occurrence

5. Professional Liability (E&O)

\$1M each claim

NOTICE OF CLAIMS OR LITIGATION

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

INDEMNIFICATION & HOLD HARMLESS

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

CERTIFICATE OF INSURANCE

- 1. Certificates of insurance indicating the project name & number and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
- 2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day prior written notice of cancellation; ten (10 days' prior written notice if cancellation is for nonpayment of premium).
- 3. In the event that the insurer is unable to accommodate the cancellation notice. Requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and Addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
- 4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
- 5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
- 6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection.
- 7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility.
- 8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

GENERAL TERMS

Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against Okaloosa County and its employees under all the foregoing policies of insurance.

EXCESS/UMBRELLA INSURANCE

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an EXCESS/UMBRELLA insurance policy. In all instances, the combination of primary and EXCESS/UMBRELLA liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.

Exhibit "C"

Standard Contract Clauses

Title VI Clauses for Compliance with Nondiscrimination Requirements

Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- 1. Compliance with Regulations: The contractor (hereinafter includes contractors) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- 3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
- 4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its FACILITY as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- 5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- 6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a

means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), The contractor and any subcontractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin, as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.;
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies as amended (42 U.S.C. §§ 12101 et seq. and/or in the operation of public entities, public and private transportation systE.M.S., places of public accommodation,

and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The *contractor* has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

E-VERIFY

Enrollment and verification requirements.

- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall
 - a. Enroll. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of contract award;
 - b. Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the

- Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); and,
- c. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of
 - a. All new employees.
 - i. Enrolled ninety (90) calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
 - b. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section; or
 - i. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State of local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of
 - i. Enrollment in the E-Verify program; or
 - ii. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

- i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor, will be referred to a suspension or debarment official.
- ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.
- iii. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.
- Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee-
- (a) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
- (b) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
- (c) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12. Policy for a Common Identification Standard for Federal Employees and Contractors.

Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph € (appropriately modified for identification of the parties in each subcontract that-

- (1) Is for-(i) Commercial and noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or
 - (ii) Construction;
- (2) Has a value of more than \$3,500; and
- (3) Includes work performed in the United States

EXHIBIT "D"

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is entered into between OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS ("Covered Entity") and DR. FRANK L. GOLDSTEIN, PhD, ("Business Associate").

WHEREAS, Covered Entity and Business Associate have entered into, or plan to enter into, an arrangement pursuant to which Business Associate may provide services for Covered Entity that require Business Associate to access, create and use Protected Health Information ("PHI") that is confidential under state and/or federal law; and

WHEREAS, Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed by Covered Entity to Business Associate, or collected or created by Business Associate, in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and the regulations promulgated there under, including, without limitation, the regulations codified at 45 CFR Parts 160 and 164 ("HIPAA Regulations"); the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009, and its implementing regulations and guidance issued by the Secretary of the Department of Health and Human Services (the "Secretary") (the "HITECH Act"); and other applicable state and federal laws, all as amended from time to time, including as amended by the Final Rule issued by the Secretary on January 17, 2013 titled "Modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules under the Health Information Technology for Economic and Clinical Health Act and the Genetic Information Nondiscrimination Act; Other Modifications to the HIPAA Rules"; and

WHEREAS, the HIPAA Regulations require Covered Entity to enter into an agreement with Business Associate meeting certain requirements with respect to the Use and Disclosure of PHI, which are met by this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein and the exchange of information pursuant to this Agreement, the parties agree as follows:

A. General Provisions:

- 1. <u>Meaning of Terms</u>. The terms used in this Agreement shall have the same meaning as those terms defined in HIPAA.
- 2. <u>Regulatory References</u>. Any reference in this Agreement to a regulatory section means the section currently in effect or as amended.
- 3. Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA.

B. Obligations of Business Associate:

- 1. Not use or further disclose PHI other than as permitted or required by this Agreement or as required by law;
- 2. Use appropriate safeguards and comply, where applicable, with the HIPAA Security Rule with respect to electronic protected health information ("e-PHI") and implement appropriate physical, technical and administrative safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement;

- 3. Report to Covered Entity any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including any security incident (as defined in the HIPAA Security Rule) and any breaches of unsecured PHI as required by 45 CFR §164.410. Breaches of unsecured PHI shall be reported to Covered Entity without unreasonable delay but in no case later than 60 days after discovery of the breach;
- 4. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate agree to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information;
- 5. Take PHI in a designated record set available to Covered Entity and to an individual who has a right of access in a manner that satisfies Covered Entity's obligations to provide access to PHI in accordance with 45 CFR §164.524 within 30 days of a request;
- 6. Make any amendment(s) to PHI in a designated record set as directed by Covered Entity, or take other measures necessary satisfy Covered Entity's obligations under 45 CFR §164.526;
- 7. Maintain and make available information required to provide an accounting of disclosures to Covered Entity or an individual who has a right to an accounting within 60 days and as necessary to satisfy Covered Entity's obligations under 45 CFR §164.528;
- 8. To the extent that Business Associate is to carry out any of Covered Entity's obligations under the HIPAA Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity when it carries out that obligation;
- 9. Make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity, available to the Secretary of the Department of Health and Human Services for purposes of determining Business Associate's and Covered Entity's compliance with HIPAA and the HITECH Act;
- 10. Restrict the use or disclosure of PHI if Covered Entity notifies Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 CFR §164.522; and
- 11. If Covered Entity is subject to the Red Flags Rule (found at 16 CFR §681.1 et seq.), Business Associate agrees to assist Covered Entity in complying with its Red Flags Rule obligations by:
 - (a) implementing policies and procedures to detect relevant Red Flags (as defined under 16 C.F.R. §681.2);
 - (b) taking all steps necessary to comply with the policies and procedures of Covered Entity's Identity Theft Prevention Program;
 - (c) ensuring that any agent or third party who performs services on its behalf in connection with covered accounts of Covered Entity agrees to implement reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft; and
 - (d) alerting Covered Entity of any red flag incident (as defined by the Red Flag Rules) of which it becomes aware, the steps it has taken to mitigate any potential harm that may have occurred, and provide a report to Covered Entity of any threat of identity theft as a result of the incident.

C. Permitted Uses and Disclosures by Business Associate

The specific uses and disclosures of PHI that may be made by Business Associate on behalf of Covered Entity include:

- 1. The review of patient care information for providing advice to Covered Entity concerning a particular ambulance incident;
- 2. The review of patient care information and other medical records and submission of that information to carriers, insurers, and other payers and assisting Covered Entity in an insurance or Medicare audit or other similar action; and
- 3. Other uses or disclosures of PHI as permitted by HIPAA necessary to perform the services that Business Associate has been engaged to perform on behalf of Covered Entity.

D. Termination

- 1. Covered Entity may terminate this Agreement if Covered Entity determines that Business Associate has violated a material term of the Agreement.
- 2. If either party knows of a pattern of activity or practice of the other party that constitutes a material breach or violation of the other party's obligations under this Agreement, that party shall take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps are unsuccessful, terminate the Agreement, if feasible.
- 3. Upon termination of this Agreement for any reason, Business Associate shall return to Covered Entity or destroy all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form. Business Associate shall retain no copies of the PHI. If return or destruction is infeasible, the protections of this Agreement will extend to such PHI.



DATE (MM/DD/YYYY)

		CEI	RITHICATE OF LI	ABILLLY INS	SURANCE		19/20/2	022		
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATI AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSUR	R THE CO	VERAGE.	AFFORDED BY THE POLICIES E	BELOW. THIS CERTIFIC	CATE OF INSURAN					
IMPORTANT: If the certificate holder is an ADDITIONAL IN subject to the terms and conditions of the policy, certain holder in lieu of such endorsements.	SURED, th	e policy(le	es) must have ADDITIONAL INS	SURED provisions or b	e endorsed. If SU	BROGATION IS WAIVED, nts to the certificate				
				CONTACT						
PRODUCER NASW RRG Plan Administrator				NAME:						
1200 East Glen Avenue				PHONE (A/C, No, Ext):		FAX (A/C, No):				
Peoria Heights, IL 61616-5348				E-MAIL		[VV4/10]				
				ADDRESS:						
						AFFORDING COVERAGE		NAIC#		
INSURED					NASW Risk Reten	tion Group		14366		
Frank Goldstein 234 Crewilla Dr NW				INSURER B: INSURER C:						
Fort Walton Beach, FL 32548				INSURER D:						
, , , , , , , , , , , , , , , , , , , ,				INSURER E:						
				INSURER F:						
CUSTOMER ID: 3TTMRAILX8		CEF	RTIFICATE NUMBER: P-	IND3TTMRB7SI	A-05	REVISION NU	IMBER: (001		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LI NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONI MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLIC SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.	ITION OF	ANY CON	NTRACT OR OTHER DOCUMEN	T WITH RESPECT TO	WHICH THIS CERTI	FICATE MAY BE ISSUED OR				
INSR TYPE OF INSURANCE LTR	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYY)	POLICY EXP (MM/DD/YYY)	LIMITS	·			
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ANY PROPRIETOR/ PARTNER/ EXECUTIVE OFFICER/ MEMBER	N/A					E.L. DISEASE - EACH EMPLOYEE	\$			
EXCLUDEDS 16 1 1	er					E.L. DISEASE - POLICY LIMIT	\$			
(Mandatory In NH) Description of Operations belo	4									
Professional Liability Insurance						Per Claim Limit		\$1,000,000.00		
Retroactive Date: 11-15-2017	N	N	P-IND3TTMRB7SJA-05	11/15/2022	11/15/2023	Aggregate Limit		\$3,000,000.00		
A	1	14	F-INDST TWIND/SJA-05	11/13/2022	11/13(2023	State Licensing Board Limits		\$45,000.00		
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES	l	(ACORD 101, Additio	nal Remarks Schedul	e, may be attached	d if more space is required)				
CERTIFICATE HOLDER		-274 -28442		CANCELLATION						
				CANCELLED BE	FORE THE EXPIR	ESCRIBED POLICIES BE ACTION DATE THEREOF, NOTICE DANCE WITH POLICY PROVISIONS.				
				AUTHORIZED REPRESENTATIVE		Boy P. P. C				
<u> </u>										

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NOTICE: This policy is issued by your risk retention group. Your risk retention group may not be subject to all of the insurance laws and regulations of your state. State insurance insolvency guaranty funds are not available for your risk retention group.

NASW Risk Retention Group, Inc. (the Company)
District of Columbia

CLAIMS MADE AND REPORTED SOCIAL WORKERS PROFESSIONAL AND SUPPLEMENTAL LIABILITY POLICY

NOTICE: THIS POLICY PROVIDES SOCIAL WORKERS PROFESSIONAL LIABILITY CLAIMS MADE AND REPORTED COVERAGE. COVERAGE IS LIMITED GENERALLY TO LIABILITY FOR CLAIMS ARISING FROM A PROFESSIONAL INCIDENT HAPPENING ON OR SUBSEQUENT TO THE RETROACTIVE DATE STATED IN THE POLICY AND BEFORE THE END OF THE POLICY PERIOD WHEN THE CLAIM IS FIRST MADE AGAINST YOU AND REPORTED TO US IN WRITING DURING THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD. A LOWER LIMIT OF LIABILITY APPLIES TO SOME OF THE COVERAGES IN THIS POLICY. THIS POLICY IS SUBJECT TO ARBITRATION IN ACCORDANCE WITH THE PROVISIONS SET FORTH BELOW IN SECTION VII(K). PLEASE REVIEW THIS POLICY CAREFULLY AND DISCUSS THIS COVERAGE WITH YOUR LEGAL OR INSURANCE ADVISOR.

Throughout this **Policy**, the words **You**, **Your**, and **Insured** refer to each person or entity that is an **Insured** under this **Policy**. The words **We**, **Us**, and **Our** refer to the **Company** providing this insurance. Bolded words and phrases used in this **Policy** have special meaning as defined in this **Policy**, including in Section III, Definitions.

In consideration of the payment of premium, the undertaking of the **Insured** to pay any applicable Deductible to the degree one is stated in the Declarations, and in reliance on all of the statements made and information **You** furnished to **Us**, including all representations made in the **Application**, and subject to the **Limits of Liability** as set forth in the Declarations and described in Section IV of this **Policy**, and the terms, conditions and other provisions of this **Policy**, **We** and **You** agree as follows:

INSURING AGREEMENT

Coverage Part A: Professional Liability Coverage

We will pay on Your behalf those amounts that You become legally obligated to pay as Damages for a Claim alleging a Professional Incident in Your provision of Professional Services to others, provided:

A. The **Professional Incident** takes place on or after the **Retroactive Date** and before the end of the **Policy Period**, and



UNITED SERVICES AUTOMOBILE ASSOCIATION

(A RECIPROCAL INTERINSURANCE EXCHANGE) 9800 Fredericksburg Road - San Antonio, Texas 78288 FLORIDA AUTO POLICY

RENEWAL DECLARATIONS"

ned Insured and Address

FRANK L GOLDSTEIN COL USAF RET 234 CREWILLA DR NW FORT WALTON BEACH FL 32548-3906

ADDL INFO ON NEXT PAGE, MAIL MCH-M-1 RENEWAL OF

State 15 ,17 ,18 POLICY NUMBER : ı' Veh FL 319319319 Terr 00124 03 76U 7107 2 POLICY PERIOD: (12:01 A.M. standard time) EFFECTIVE NOV 01 2022 TO MAY 01 2023

OPERATORS

01 FRANK L GOLDSTEIN 02 JOYCE A GOLDSTEIN

scription of Vehicle(s)									SCHOOL
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Vehicle(s) described herein is principally garaged at the above address unless otherwise stated. *W/C=Work/School; B=Business; F=Farm; P=Pleasure FORT WALTON BEACH FL VEH: 18 FORT WALTON BEACH FL 1 15

This policy provides ONLY those coverages where a premium is shown below. The limits shown may be reduced by policy provisions and may not be combined regardless of the number of the policy provisions and may not be combined regardless of the number of the policy.

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MULTIPASSENGER/TRUCK CLASS				22.03		22.03		
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ON THE FEATURES DECLARATION)		-,		34.04		65.72		
Cit time that the comment of the com								

TOTAL PREMIUM - SEE FOLLOWING PAGE(S)

ORSEMENTS: ADDED 11-01-22 - NONE

AIN IN EFFECT (REFER TO PREVIOUS POLICY) - 5100FL(02) ACCFOR(01) A402FL(03)

SGPFL(01) A200FL(01)

ORMATION FORMS: AGNA(01) FLDS(08) 663FL(05) 999FL(03)

WITNESS WHEREOF, the Subscribers at UNITED SERVICES AUTOMOBILE ASSOCIATION have caused these presents to be signed by

ir Attorney-in-Fact on this date SEPTEMBER 14, 2022

UNTERSIGNED BY MM MINA VULPIS 0 U 07-11

1-07-11

James Syring President, USAA Reciprocal Attorney-in-Fact, Inc.

Chames of Syma.

JSAA°	

UNITED SERVICES AUTOMOBILE ASSOCIATION

· (A-RECIPROCAL INTERINSURANCE EXCHANGE) 9800 Fredericksburg Road - San Antonio, Texas 78288 FLORIDA AUTO POLICY RENEWAL DECLARATIONS

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POLIC							stand		ime)		

amed Insured and Address

FRANK L GOLDSTEIN COL USAF RET 234 CREWILLA DR NW FORT WALTON BEACH FL 32548-3906

es	escription of Vehicle(s)									
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This policy provides ONLY those coverages where a premium is shown below. The limits shown may be reduced by policy provisions and may not be combined regardless of the number of vehicles for which a premium is listed unless specifically authorized elsewhere in this policy. VEH VEH LIMITS OF LIABILITY ("ACV" MEANS ACTUAL CASH VALUET D=DED PREMIUM D=DED PREMIUM D=DED PREMIUM D=DED PREMIUM AMOUNT AMOUNT AMOUNT AMOUNT 429.34 HICLE TOTAL PREMIUM 631.28 831.58 6 MONTH PREMIUM \$ 1892.20 PREMIUM DUE AT INCEPTION. THIS IS NOT A BILL, STATEMENT TO FOLLOW. EARNED ACCIDENT FORGIVENESS APPLIES WITH FIVE YEARS CLEAN DRIVING WITH USAA. IE FOLLOWING COVERAGE(S) DEFINED IN THIS POLICY ARE NOT PROVIDED FOR: VEH 15 - TOWING AND LABOR VEH 17 - TOWING AND LABOR VEH 18 - TOWING AND LABOR

I WITNESS WHEREOF, the Subscribers at UNITED SERVICES AUTOMOBILE ASSOCIATION have caused these presents to be signed by neir Attorney-in-Fact on this date SEPTEMBER 14, 2022

COUNTERS I GNED BY M

100 U 07-11

461-07-11

MINA YULPIS

James Syring President, USAA Reciprocal Attorney-in-Fact, Inc.

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FEORIDA PERSONAL AUTO-POLICY
OUTLINE OF COVERAGE

The following outline of coverage is for informational purposes only. Florida law prohibits this outline from changing any of the provisions of the insurance contract which is the subject of this outline. Any endorsement regarding changes in types of coverage, exclusions, limitations, reductions, deductibles, coinsurance, renewal provisions, cancellation provisions, surcharges, or credits will be sent separately.

THE INFORMATION IN THIS FORM BRIEFLY OUTLINES THE MAJOR COVERAGES, EXCLUSIONS, RENEWAL AND CANCELLATION PROVISIONS, DISCOUNTS/CREDITS, AND SURCHARGE INFORMATION. YOU SHOULD READ YOUR POLICY FOR COMPLETE DETAILS ON THE COVERAGES. THE COVERAGES AND LIMITS YOU HAVE PURCHASED, AND PREMIUMS CHARGED, ARE LISTED ON THE DECLARATIONS PAGE IN THE EVENT OF ANY CONFLICT BETWEEN THE POLICY AND THIS OUTLINE, THE PROVISIONS OF THE POLICY SHALL PREVAIL. ALL COVERAGE LIMITS ARE SUBJECT TO COMPANY APPROVAL.

POLICY COVERAGES

Liability Coverages: Bodily Injury Liability (BI) and Property Damage Liability (PD) protect against your legal liability caused by the operation of your vehicle. The principal exclusions (items not covered by your policy) for BI and PD are: (1) autos owned by you or furnished or available for the regular use of you or your family members, which have no primary liability insurance and have not been specifically covered under the policy. (2) vehicles with less than 4 wheels, and (3) no liability coverage for you or any family member for bodily injury to you or any family member.

Bodily Injury Liability (BI) protects you against legal liability for accidental injury to, or death of others caused by the operation of your vehicle. If you carry BI, you must also carry PD. BI limits must be the same for each vehicle insured for these coverages.

Bodily Injury Liability Available Limits: (per person/per accident)

	Ş	10,000/\$	20,000	\$	100,000/\$	200,000
141 2	\$	15,000/\$	30,000	Ş	100,000/\$	300,000
	Ş	20,000/\$	40,000	\$	300,000/\$	500,000
	\$	25,000/\$	50,000	\$	500,000/\$	500,000
	Ş	50,000/\$	100,000	\$	500,000/\$,000,000
				\$1	,000,000/\$1	,000,000

Property Damage Liability (PD) protects you against legal liability for accidental damage to property of others caused by the operation of your vehicle. Florida law requires you to have PD coverage. PD is mandatory in addition to Personal Injury Protection Coverages (PIP) in order to register a vehicle. PD limits must be the same for each vehicle insured for PD.

Property Damage Liability Available Limits: (per accident)

\$10,000 \$25,000 \$50,000 \$100,000 \$300,000 \$500,000

Personal Injury Protection (PIP): This covers you, your family members and certain others, for bodily injuries resulting from auto accidents, without regard to fault. PIP is also required under Florida Law. The principal exclusions for this coverage are injuries sustained in autos you or family members own which have not been specifically covered under the policy, and injuries to other vehicle owners required by law to have their own coverage. Deductibles and exclusion of work loss benefits are available.

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