

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 11/28/2016

Contract/Lease Control #: C17-2493-PS

Bid #:

Contract/Lease Type: MEMORANDUM OF AGREEMENT

Award To/Lessee: FL. DEPT OF HEALTH

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 11/17/2016

Expiration Date: 12/31/2021

Description of Contract/Lease: EMS SERVICES FOR SPECIAL NEEDS SHELTERS

Department: PS

Department Monitor: VAUSE

Monitor's Telephone #: 850-651-7150

Monitor's FAX # or E-mail: TVAUSE@CO.OKALOOSA.FL.US

Closed:

Cc: Finance Department Contracts & Grants Office

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PASSWORD

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Current Search Terms: florida* dept* of health*

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CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: _____	Tracking Number: <u>2005-16</u>
Contractor/Lessee Name: <u>FL Dept of Health</u>	Grant Funded: YES ___ NO ___
Purpose: <u>Memorandum of Agreement</u>	
Date/Term: _____	1. <input type="checkbox"/> GREATER THAN \$50,000
Amount: _____	2. <input type="checkbox"/> GREATER THAN \$25,000
Department: _____	3. <input type="checkbox"/> \$25,000 OR LESS
Dept. Monitor Name: <u>Tracey Vause</u>	
Document has been reviewed and includes any attachments or exhibits.	

Purchasing Coordination

Zan Fedorak Date: 9/9/16
Purchasing Manager or Designee Zan Fedorak, Joanne Kublik or Charles Powell

Risk Management Review

Approved as written:
Krystal King Date: 9-7-16
Risk Manager or designee Laura Porter or Krystal King

County Attorney Review

Approved as written:
see attached Date: _____
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or designee

Following Okaloosa County approval:

Contracts & Grants

Document has been received: _____ Date: _____
Contracts & Grants Manager

Roxanne Ader

From: Roxanne Ader
Sent: Friday, September 09, 2016 2:57 PM
To: Tracey Vause
Cc: Zan Fedorak; Jack Allen
Subject: FW: Memo of Agreement with FL Dept. of Health - EMS
Attachments: 2005-16 FL DEPT OF HEALTH COORD SHEET.pdf; Purchasing_SpNS MOA with DOH_081716.doc

Tracey,

Attached is a copy of the coordination sheet and the updated Agreement. Please collect the necessary signatures in blue ink and after the signatures are obtained please scan and send us a copy.

Thanks,

Roxanne Ader
Administrative Support
Okaloosa County Purchasing
5479A Old Bethel Road
Crestview, FL 32536
(850) 689-5960

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: Parsons, Kerry [mailto:KParsons@ngn-tally.com]
Sent: Friday, September 09, 2016 2:25 PM
To: Roxanne Ader <rader@co.okaloosa.fl.us>; Jack Allen <jallen@co.okaloosa.fl.us>; Zan Fedorak <zfedorak@co.okaloosa.fl.us>; Tracey Vause <tvause@co.okaloosa.fl.us>
Cc: Lynn Hoshihara <lhoshihara@co.okaloosa.fl.us>
Subject: RE: Memo of Agreement with FL Dept. of Health - EMS

Approved for legal purposes.

From: Roxanne Ader [mailto:rader@co.okaloosa.fl.us]
Sent: Friday, September 09, 2016 2:38 PM
To: Parsons, Kerry; Jack Allen; Zan Fedorak; Tracey Vause
Cc: Lynn Hoshihara
Subject: RE: Memo of Agreement with FL Dept. of Health - EMS

Good Afternoon:

Returning this to legal for review after changes were made.

Thanks,

Roxanne Ader
Administrative Support
Okaloosa County Purchasing
5479A Old Bethel Road
Crestview, FL 32536
(850) 689-5960

**MEMORANDUM OF AGREEMENT
FOR
OKALOOSA COUNTY PUBLIC SAFETY, EMERGENCY MEDICAL SERVICES
STAGING AT OKALOOSA COUNTY SPECIAL NEEDS SHELTER(S)
IN OKALOOSA COUNTY, FL**

THIS MEMORANDUM OF AGREEMENT (MOA) is made and entered into between the Florida Department of Health (DOH-Okaloosa County or Department) and Okaloosa County, a political subdivision of the State of Florida (Provider), to establish collaboration for the provision of Emergency Medical Services (EMS) coverage in Special Needs Shelters in Okaloosa County, Florida. The DOH-Okaloosa and the Provider are sometimes herein collectively referred to as the "Parties" and individually as a "Party":

WHEREAS, the Department has the responsibility of operating Special Needs Shelters in Okaloosa County, Florida by Emergency Support Function #8 (ESF #8) in emergency situations; and,

WHEREAS, the Provider provides EMS coverage within the jurisdiction of Okaloosa County and to other cities and Special Fire Control Districts through inter-local and mutual aid agreements; and,

WHEREAS, upon the decision by the Okaloosa County Emergency Management (OCEM) to activate SpNS, ESF #8 will, within thirty (30) minutes, notify the Provider of this decision and the date and time the Special Needs Shelter will be open to the public; and,

WHEREAS, the Provider has agreed to provide EMS coverage in the Special Needs Shelter in their jurisdiction as requested by ESF #8; and,

NOW, THEREFORE, in consideration of the foregoing, the parties hereto agree as follows:

I. RECITALS

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

II. PURPOSE

1. This MOA delineates responsibility of the Department and the Provider for activities related to EMS coverage at the Special Needs Shelter(s) in Okaloosa County, Florida.
2. This MOA serves as the Scope of Work between the Provider and the Department.

III. SCOPE

1. The provisions of this MOA apply to activities to be performed at the request of the Department in conjunction with the implementation of the ESF #8 Standard Operating Procedure (SOP), an appendix to the Okaloosa County Comprehensive Emergency Response Plan and DOH-Okaloosa's All-Hazards Plan. .

2. No provision in this MOA limits the activities of the Department in performing local and state functions.

IV. DEFINITIONS

1. Special Needs Shelter (SpNS). A place to go when there is no other sheltering option for people who require assistance that exceeds the services of general population shelter. Special Needs Shelters may be activated during an emergency event to provide mass care for people who cannot safely remain in their home. Special needs shelters are intended to provide, to the extent possible under emergency conditions, an environment that can sustain an individual's level of health.

2. Advanced Life Support Ambulance. An Advanced Life Support Ambulance is defined in Chapter 401.25 (7)(b) F.S. as: Each permitted advanced life support ambulance not specifically exempted from this part, when transporting a person who is sick, injured, wounded, incapacitated, or helpless, must be occupied by at least two persons: one who is a certified paramedic or licensed physician; and one who is a certified emergency medical technician, certified paramedic, or licensed physician who also meets the requirements of s. 401.281 for drivers. The person with the highest medical certifications shall be in charge of patient care. This paragraph does not apply to interfacility transfers governed by s. 401.252(1).

V. THE DEPARTMENT AGREES TO THE FOLLOWING:

1. Provide a staging area within the Special Needs Shelter(s) for Emergency Medical Services crews to stay during the time when normal response operations are suspended due to weather concerns until such time the All Clear for normal response activities to resume is transmitted.

2. There will be no costs associated with staging the Emergency Medical Services crews in the Special Needs Shelter. Cost for treatment or transport will be the responsibility of the patient(s) being transported or treated by OCEMS; and OCEMS will process all billing through their agency procedures. Any supplies used by OCEMS while treating or transporting sick or injured patients will not be charged to the Department.

VI. PROVIDER AGREES TO THE FOLLOWING:

1. Provide EMS coverage in the Special Needs Shelter(s) within its jurisdiction by staffing one (1) paramedic and one (1) emergency medical technician, as well as Advanced Life Support equipment in accordance with Florida Statutes and Okaloosa County Emergency Medical Services' protocols at each Special Needs Shelter(s) within their jurisdiction. The Provider will be responsible for calling for any additional emergency transport vehicles should such a need arise.

2. Provide the Department with Oxygen Cylinders, Oxygen Outlet Manifold, and any other related medical equipment as stated in the Okaloosa County CEMP and DOH-Okaloosa's All Hazards Plan. Provider also agrees to provide the proper training to staff on the use of any provided equipment per manufacturer's instructions. Training will be delivered during exercise opportunities or in a "just in time" training requirement for actual deployment of resources in the Special Needs Shelter. Resources will be delivered within one (1) hour of notification of opening of the Special Needs Shelter unless otherwise specified and training provided as soon as materials are in place.

3. In the event of a tropical storm and/or hurricane, EMS coverage shall commence no later than six hours before the estimated time of landfall or when reported wind speeds are sustained at 45 mph and shall terminate as soon as the "All Clear" has been given by Okaloosa County Emergency Management (OCEM).

4. If the Provider is not able to provide Special Needs Shelter EMS coverage when requested, the Provider shall, within one (1) hour, notify the Department.

VII. BOTH PARTIES AGREE TO THE FOLLOWING:

1. That this Memorandum will not supersede any applicable laws, rules, or policies of either party.

VIII. TERMINATION

Termination at Will

This MOA may be terminated by either Party without cause upon no less than thirty (30) calendar days' notice in writing to the other Party, as set forth in Section XIII, Notices, unless a lesser time is mutually agreed upon in writing by both Parties.

IX. ENTIRE AGREEMENT AND MODIFICATION

This MOA represents the entire understanding of the Parties with respect to the matters covered herein, and shall supersede all prior and contemporaneous agreements, negotiations, and discussions. This MOA may only be altered, amended or modified by a written instrument duly executed by the Parties.

X. TERM AND TERM EXTENSION

The term of this MOA shall commence on the date that the MOA is fully executed, and shall expire on December 31, 2021, unless earlier terminated or extended as provided for herein. The MOA will be reviewed by the parties each year before the expiration of the current term. The term of this MOA shall be automatically extended for five (5) consecutive one (1) year periods, absent written notice by either party of its intent not to extend the term. The written notice of intent not to extend must be provided no later than thirty (30) calendar days prior to the expiration of the then current term.

XI. STATUS OF PARTIES

The Parties expressly intend that as to this MOA, the Parties shall be independent contractors, have no relationship other than the one created by this MOA, and shall not receive any benefits other than those expressly provided for herein. Neither Party has the right, power or authority to bind or otherwise obligate the other Party without the prior written consent of the other Party, which may be granted or withheld in such Party's sole discretion. Further, the Parties expressly intend that no agent, contractor, or employee of one Party shall be deemed an agent, contractor, or employee of the other Party.

XII. BENEFIT/ASSIGNMENT

Subject to provisions herein to the contrary, this MOA shall inure to the benefit of and be binding upon the Parties hereto and their respective legal representatives, successors and permitted assigns. No Party may assign this MOA without the prior written consent of the other Party, the consent of which shall be given or withheld at that Party's sole discretion.

XIII. NOTICES

When any of the Parties desire to give notice to the other, such notice must be in writing, and delivered by (i) United States certified or registered mail, postage prepaid and return receipt requested,

(ii) a nationally recognized overnight delivery service, (iii) personal delivery with a written receipt obtained, or (iv) email transmission with confirmation of receipt provided by the recipient via returned email, at the addresses set forth below. Notices shall be effective upon receipt. For the present, the Parties designate the following as the respective places for giving notice:

DOH-Okaloosa

Katie McDeavitt
Section Chief, Public Health Preparedness
221 Hospital Drive, NE
Fort Walton Beach, FL 32548
Telephone:(850) 833-9240 x2149
Cell: (850)420-3488
Email:Katie.McDeavitt@flhealth.gov

Provider

Tracey D. Vause
Chief, Okaloosa EMS
90 College Blvd. East
Niceville, FL 32578
Telephone: (850) 651-7150
Cell: (850) 585-8472
Email: tvause@co.okaloosa.fl.us

Each Party may change the address at which notice is to be given by furnishing written notice of such change to the other Party pursuant to the provisions of this paragraph.

XIV. LIABILITY

The parties to this Agreement are governmental entities per the provisions of sections 768.28, Florida Statutes, and thus each party agrees to be liable to the limits as set forth in section 768.28, Florida Statutes, for its acts of negligence or its employees' acts of negligence when acting within the scope of their employment which result in claims or suits against them, and agrees to be liable to the limits set forth in section 768.28, Florida Statutes, for any damages proximately caused by said acts or omissions. Nothing herein shall be construed as consent by either party to be sued by third parties in any matter arising out of this contract. DOH-Okaloosa is self-insured through the State of Florida Risk Management Trust Fund, established pursuant to Section 284.30, Florida Statutes, and administered by the State of Florida, Department of Financial Services. DOH-Okaloosa will furnish to Provider a copy of its current certificate of insurance coverage and renewal certificates of insurance coverage upon request by the Provider.

XV. COMPLIANCE WITH LAWS

Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this MOA.

XVI. GOVERNING LAW

This MOA shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this MOA and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the First Judicial Circuit of Okaloosa County, Florida.

XVII. WAIVER

A waiver by a Party of a breach of a provision of this MOA or any right under this MOA shall not be deemed a waiver of a subsequent breach of the same provision or the breach of any other provision or any other right. All waivers must be in a written instrument executed by the waiving party.

XVIII. FORCE MAJEURE

Neither party shall be obligated to perform any duty, requirement or obligation under this MOA if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the reasonable control of the Party, and which cannot be overcome by reasonable diligence and without undue expense as determined the affected Party ("Force Majeure"). In no event shall a lack of funds on the part of either Party be deemed a Force Majeure.

XIX. PLACE OF PERFORMANCE

All obligations of DOH-Okaloosa and the Provider under the terms of this MOA are reasonably susceptible of being performed in Okaloosa County, Florida.

XX. SEVERABILITY

In case any one or more of the provisions contained in this MOA shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect by a court of competent jurisdiction, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision and this MOA shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein to the maximum extent permitted by law.

XXI. DUPLICATE ORIGINALS

This MOA may be executed in multiple counterparts, each of which will be deemed an original document but all of which will constitute a single document. An electronic signature of a Party done pursuant to law, or a signature of Party transmitted by electronic means, shall be deemed an original signature for purposes of this MOA.


XXII. AUTHORITY


Each individual executing this MOA on behalf of a Party represents and warrants that he/she has the full power and authority to do so.

IN WITNESS WHEREOF, the Parties hereto have caused this MOA to be executed by their official's thereunto duly authorized.

**STATE OF FLORIDA,
DEPARTMENT OF HEALTH**

**OKALOOSA COUNTY
BOARD OF COUNTY COMMISSIONERS**

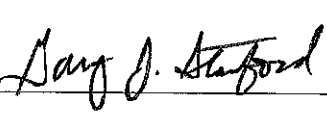
Signature: 
Karen A. Chapman, M.D., M.P.H.
Director, DOH-Okaloosa

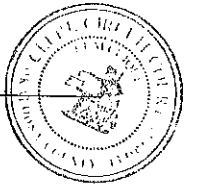
By: ,
Charles K. Windes, Jr., Chairman
11/17/16



ATTEST:

Date: 10/3/16

By: 
J.D. Peacock II, Clerk



Please return signed documents to the Departments Official Representative:

DOH-Okaloosa
Katie McDeavitt
Section Chief, Public Health Preparedness
Florida Department of Health in Okaloosa County
221 Hospital Drive, NE
Fort Walton Beach, FL 32548
Telephone: (850) 833-9240 x2149
Email: Katie.McDeavitt@flhealth.gov