

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 10/10/2023

Contract/Lease Control #: C23-3909-PS

Procurement#: NA

Contract/Lease Type: CONTRACT

Award To/Lessee: ESCAMBIA COUNTY

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 10/05/2023

Expiration Date: INDEFINITE

Description of: INTERFACILITY PATIENT TRANSPORT

Department: PS

Department Monitor: MADDOX

Monitor's Telephone #: 850-651-7150

Monitor's FAX # or E-mail: PMADDOX@MYOKALOOSA.COM

Closed: _____

CC: BCC RECORDS

C23-3A09-PS

PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET

Procurement/Contract/Lease Number: T850 Tracking Number: 42723

Procurement/Contractor/Lessee Name: Escambia County Grant Funded: YES NO X

Purpose: Interfacility Patient Transport

Date/Term: Indefinite 1. GREATER THAN \$100,000

Department #: 4500R 2. GREATER THAN \$50,000

Account #: 342601 3. \$50,000 OR LESS

Amount: \$200 per hour

Department: PS Dept. Monitor Name: Madda

Purchasing Review

Procurement or Contract/Lease requirements are met: DeRita Mason Date: 8-18-23

Purchasing Manager or designee: DeRita Mason, Erin Poole, Amber Hammonds

2CFR Compliance Review (if required)

Approved as written: [Redacted] Grant Name: no federal bid Date: _____

Grants Coordinator: [Redacted] Suzanne Ulloa

Risk Management Review

Approved as written: see email attached Date: 8-24-23

Risk Manager or designee: Lydia Garcia

County Attorney Review

Approved as written: see email attached Date: 8-25-23

County Attorney: Lynn Hoshihara, Kerry Parsons or Designee

Department Funding Review

Approved as written: _____ Date: _____

IT Review (if applicable)

Approved as written: _____ Date: _____

DeRita Mason

From: Odessa Cooper-Pool
Sent: Thursday, August 24, 2023 2:34 PM
To: DeRita Mason; Lynn Hoshihara
Cc: 'Parsons, Kerry'; Jack Allen; Jacqueline Matichuk
Subject: RE: Escambia MOA
Attachments: MOA.Okaloosa.EMS.docx

Hello DeRita,

The Escambia county MOA for patient transport has been reviewed and is approved by Risk Management for insurance purposes.

Thank you,

Odessa Cooper-Pool

Public Records & Contracts Specialist | Risk Management
Okaloosa County BCC
302 N. Wilson Street, Crestview, FL 32536
Office: 1-850-689-4111



"And, when you want something, all the universe conspires in helping you to achieve it."— Paulo Coelho, *The Alchemist*

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: DeRita Mason <dmason@myokaloosa.com>
Sent: Friday, August 18, 2023 12:14 PM
To: Lynn Hoshihara <lhoshihara@myokaloosa.com>
Cc: 'Parsons, Kerry' <KParsons@ngn-tally.com>; Odessa Cooper-Pool <ocooperpool@myokaloosa.com>; Jack Allen <jallen@myokaloosa.com>; Jacqueline Matichuk <jmatichuk@myokaloosa.com>
Subject: FW: Escambia MOA

Good afternoon,
Please review and approve the attached.
Thank you,

DeRita Mason

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Friday, August 25, 2023 1:12 PM
To: DeRita Mason
Cc: Lynn Hoshihara
Subject: RE: MOA with Escambia County

The MOA is approved for legal sufficiency.

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: DeRita Mason <dmason@myokaloosa.com>
Sent: Wednesday, August 23, 2023 12:29 PM
To: lhoshihara@myokaloosa.com; Parsons, Kerry <KParsons@ngn-tally.com>
Subject: Fwd: MOA with Escambia County

Good afternoon, see below from Darrel. Escambia County had a few changes to the agreement I sent over last week.
Thank you

Sent from my iPhone

Begin forwarded message:

From: Darrel Welborn <dwelborn@myokaloosa.com>
Date: August 23, 2023 at 11:08:47 AM EDT
To: DeRita Mason <dmason@myokaloosa.com>
Subject: FW: MOA with Escambia County

DeRita,

Last week I sent an MOA from Escambia County to you for coordination. They have made a small addition to the document and I have included it in this email. Can we forward this document with the addition to Legal?

From: David M. Torsell III <dmtorsell@myescambia.com>
Sent: Tuesday, August 22, 2023 1:38 PM

MEMORANDUM OF AGREEMENT BETWEEN ESCAMBIA COUNTY,
FLORIDA AND OKALOOSA COUNTY, FLORIDA
RELATING TO INTERFACILITY PATIENT TRANSPORT

THIS AGREEMENT is made by and between Escambia County, a political subdivision of the State of Florida (hereinafter, the "Escambia"), acting through its Board of County Commissioners, and Okaloosa County, a political subdivision of the State of Florida, (hereinafter, "Okaloosa"), acting through its Board of County Commissioners.

WITNESSETH:

WHEREAS, Baptist Health Care, Inc., a Florida not-for-profit corporation, will be relocating its primary hospital facility from 1000 West Moreno Street to 245 Brent Lane in Pensacola, Florida; and

WHEREAS, Escambia, by and through its Public Safety Department, Emergency Medical Services Division, has agreed to provide interfacility transport for Baptist Health Care patients who will be transferred to the new hospital facility; and

WHEREAS, Okaloosa, by and through its Public Safety Department, has agreed to assist Escambia with the interfacility patient transport services as further provided herein; and

WHEREAS, Escambia and Okaloosa have determined it is in the best interest of the citizens to enter into this Agreement whereby Escambia will reimburse Okaloosa for the cost to provide interfacility patient transport services.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and of the mutual benefits to flow each unto the other, and for other good and valuable consideration, the Escambia and Okaloosa agree as follows:

Section 1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are incorporated into this Agreement.

Section 2. Statement of Work. Okaloosa agrees to provide interfacility patient transport services as further provided in the *Statement of Work*, attached hereto and incorporated herein as Exhibit A.


Section 3. Method of Payment. In exchange for the provision of said services, Escambia agrees to pay Okaloosa at a rate of \$200 per hour/per Ambulance as further described in Exhibit A. Okaloosa will provide Escambia with invoices reflecting the amount due for services rendered with appropriate supporting documentation.

Invoices to Escambia County will be submitted to:

Escambia County Board of County Commissioners
c/o Department of Public Safety, Emergency Medical Services Division
6575 North "W" Street
Pensacola, FL 32506

Payments to Okaloosa County will be sent to:

Okaloosa County Emergency Medical Services
90 College Boulevard
Niceville, FL 32578

Date: 10/19/2003 Verified By: 

Section 4. Effective Date; Termination. This Agreement shall take effect upon the date last executed by the parties hereto. This Agreement may be terminated by either party for cause or by Escambia for convenience upon providing seven (7) calendar days written notice to the other party. Upon termination, Escambia shall pay Okaloosa for services rendered through the date of termination.

Section 5. Liability. The parties hereto, their respective officials, officers, and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the other party or its agents. Okaloosa County, as a subdivision of the State of Florida as defined in §768.28, Florida Statutes, agrees to be fully responsible for its negligent acts or omissions or tortious acts which result in claims or suits against Escambia and agrees to be fully liable for any damages proximately caused by said acts or omissions. Escambia County, as a subdivision of the State of Florida as defined in §768.28, Florida Statutes, agrees to be fully responsible for its negligent acts or omissions or tortious acts which result in claims or suits against Okaloosa and agrees to be fully liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by Escambia or Okaloosa and nothing herein shall be construed as consent by either party to be sued by third parties in any matter arising out of this Agreement.

Section 6. Records. The parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to member of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a party fails to abide by the provision of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy and after giving that party, seven (7) days written notice, during which period the party fails to allow access to such documents, terminate this Agreement.

Section 7. HIPAA Requirements. To the extent applicable, the parties agree to comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act of 2009 ("the HITECH Act"), and any current and future regulations promulgated thereunder, including, without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 ("Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 ("Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements". The parties agree not to use or further disclose any Protected Health information (as defined in 45 C.F.R. Section 164.501) or individually identifiable Health Information (as defined in 42 U.S.C. Section 1320d), other than as permitted by the HIPAA Requirements and the terms of this Agreement. In addition, the parties agree to comply with any applicable state laws and regulations that govern or pertain to the confidentiality, privacy, security of, and electronic and transaction code sets pertaining to, information related to patients.

Section 8. Assignment. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties, without the prior written consent of the other party.

Section 9. Headings. Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

Section 10. Interpretation. For the purpose of this Agreement, the singular includes the plural, and the plural includes the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. This Agreement 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 of the terms and provision hereof.

Section 11. Survival. All other provisions, which by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

Section 12. Severability. The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

Section 13. Third Party Beneficiaries. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties hereto.

Section 14. Further Documents. The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provision of this Agreement.

Section 15. Notices. All notices required to be given under this Agreement shall be in writing, and shall be sent by first class United States mail, unless some other form of notice is established by the County Administrator, to the respective parties as follows:

County Administrator
Escambia County
221 Palafox Place, Suite 420
Pensacola, Florida 32502

County Administrator
Okaloosa County
1250 North Eglin Parkway
Shalimar, Florida 32579

Section 16. Prior Agreements. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement, that are not contained in this document. Accordingly, no deviations from the terms and conditions hereof shall be predicated upon any prior representations or agreements, whether oral or written.

Section 17. Amendments. It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

Section 18. Independent Contractor. In the performance of this Agreement hereunder, Okaloosa shall remain, at all times, an independent contractor. Okaloosa shall not hold itself out as an employee, agent, or servant of Escambia; and Okaloosa shall not have the power or authority to bind Escambia in any promise, agreement, or representation, other than as

specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of Escambia. Employees of Okaloosa performing services pursuant to this Agreement are not officers, agents, or employees of Escambia, and Okaloosa shall be solely liable for its own debt, obligations, acts, and omissions, including the payment of all liability, withholding, social security, worker's compensation, or other taxes or benefits on behalf of its employees.

Section 19. Governing Law. The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida. The parties agree that any action relating to this Agreement shall be instituted and prosecuted in the state courts of Escambia County, Florida, and therefore, each party to this Agreement hereby waives the right to any change of venue.

Section 20. No Waiver. The failure of either party to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

**BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA**

By: *Lumon J. May*
Lumon J. May, Chairman

Date: 10/15/2023

BCC Approved: 10/15/2023

Approved as to form and legal sufficiency:

By: Title: *Kristin D. Hual, DCA*

Date: 08-28-2023

**BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA**

By: *Robert A. "Trey" Goodwin, III*
Robert A. "Trey" Goodwin, III, Chairman

Date: 9/19/2023

BCC Approved: 9/19/2023



PAM CHILDERS
Clerk of the Circuit Court

Pam Childers
Deputy Clerk

ATTEST:

J.D. Peacock, II
J.D. Peacock, II, Clerk of Courts

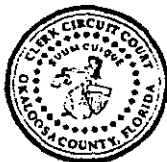


Exhibit A
Statement of Work

Okaloosa will provide a minimum of two (2) Advanced Life Support (ALS) Ambulances with two Okaloosa County EMS (OCEMS) staff members per Ambulance, to include one certified Paramedic and one certified Emergency Medical Technician. Staff assigned to perform services pursuant to this Agreement must be qualified to practice and maintain current certification in the State of Florida.

OCEMS staff will report to the Escambia County Public Safety Building, located at 6575 North "W" Street, Pensacola, FL, at 6:00 p.m. on September 22, 2023. OCEMS staff will be authorized to utilize restroom facilities and sleeping quarters on the premises. Escambia will not be responsible for providing OCEMS staff with meals or other incidentals.

Commencing at 5:00 a.m. on September 23, 2023, OCEMS will provide interfacility patient transportation services via Ambulance for patients that require relocation from the Baptist Health Care facility located at 1000 West Moreno Street to the facility located at 245 Brent Lane in Pensacola, Florida. Patients will be escorted and transported by OCEMS staff from their assigned room at the Moreno Street facility to their assigned room at the Brent Lane facility. During the transport operation, Escambia will provide fuel for OCEMS Ambulances at no cost to Okaloosa.

In exchange for the provision of said services, Escambia agrees to pay Okaloosa at a rate of \$200 per hour/per Ambulance inclusive of any and all costs or expenses. Hourly billing shall commence when OCEMS reports to the Escambia County Public Safety Building and continue until the conclusion of the transport operation.

Escambia County Emergency Management (ECEM) will create and implement an Incident Action Plan (IAP) for the event. ECEM and Escambia County EMS (ECEMS) will coordinate and oversee all patient transports for the duration of the transport operation. OCEMS personnel will, at all times, cooperate with ECEM and ECEMS command personnel and further comply with applicable ECEMS policies and procedures.

Escambia reserves the right to modify the scheduled date(s) and/or time(s) and/or the number of required Ambulances based upon operational needs. Escambia will notify Okaloosa of any modifications or otherwise confirm the scheduled dates/times no later than 5:00 p.m. on September 20, 2023.