

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 03/05/2020

Contract/Lease Control #: C20-2922-PS

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: 1<sup>ST</sup> SPECIAL OPERATIONS MEDICAL GROUP

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 03/03/2020

Expiration Date: INDEFINITE

Description of TRAINING AFFILIATION AGREEMENT

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: \_\_\_\_\_ Tracking Number: 3476-19

Procurement/Contractor/Lessee Name: 1st Special operations medic group Grant Funded: YES \_\_\_ NO X

Purpose: Training affiliation grant

Date/Term: Unit terminated by either party 1. ☐ GREATER THAN \$100,000

Amount: \_\_\_\_\_ 2. ☐ GREATER THAN \$50,000

Department: PS 3. ☐ \$50,000 OR LESS

Dept. Monitor Name: Vaugh

**Purchasing Review**

Procurement or Contract/Lease requirements are met:

Unit OK Date: 8-6-19

Purchasing Director or designee \_\_\_\_\_ Jeff Hyde, DeRita Mason, Jessica Darr

**2CFR Compliance Review (if required)**

Approved as written: \_\_\_\_\_ Grant Name: \_\_\_\_\_

no federal funds Date: \_\_\_\_\_

Grants Coordinator \_\_\_\_\_ Danielle Garcia

**Risk Management Review**

Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_

see email attached

Risk Manager or designee \_\_\_\_\_

**County Attorney Review**

Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_

see email attached

County Attorney \_\_\_\_\_ Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

**Clerk Finance**

Document has been received: \_\_\_\_\_ Date: \_\_\_\_\_

Finance Manager or designee \_\_\_\_\_

## DeRita Mason

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**From:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Sent:** Wednesday, August 07, 2019 6:33 AM  
**To:** DeRita Mason  
**Cc:** Lynn Hoshihara  
**Subject:** RE: TAA - HURLBURT/EGLIN/OCEMS

"Okaloosa County Emergency Medical Services" needs to be changed to "Okaloosa County, Florida" - they are not a separate legal entity under the law. Otherwise, this is approved for legal purposes.

Kerry A. Parsons, Esq.

1500 Mahan Dr. Ste. 200  
Tallahassee, FL 32308  
T. (850) 224-4070  
Kparsons@ngn-tally.com

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-----Original Message-----

**From:** DeRita Mason <dmason@myokaloosa.com>  
**Sent:** Tuesday, August 6, 2019 3:15 PM  
**To:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Cc:** Lynn Hoshihara <lhoshihara@myokaloosa.com>  
**Subject:** FW: TAA - HURLBURT/EGLIN/OCEMS

Please review and approve the attached.

Thank you,

DeRita

-----Original Message-----

**From:** Darrel Welborn  
**Sent:** Tuesday, August 06, 2019 2:04 PM  
**To:** DeRita Mason <dmason@myokaloosa.com>  
**Subject:** RE: TAA - HURLBURT/EGLIN/OCEMS

DeRita,

Please find attached a Training Agreement with Hurlburt Field 1st Special Operations Wing/Medical Group. This training agreement references allowing the paramedics at Hurlburt Field to perform clinical rotations on the ambulances. This has been vetted through HR and as you see below they have approved from their side.

## DeRita Mason

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**From:** Karen Donaldson  
**Sent:** Friday, August 16, 2019 10:28 AM  
**To:** DeRita Mason  
**Subject:** FW: TAA - HURLBURT/EGLIN/OCEMS

See below. I did approve it but I didn't copy you on the approval. Sorry about that.

Karen Donaldson

Karen Donaldson  
Public Records and Contracts Specialist  
Okaloosa County Risk Management  
5479-B Old Bethel Rd.  
Crestview, Fl. 32536  
850.683.6207  
KDonaldson@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.

-----Original Message-----

From: Darrel Welborn <dwelborn@myokaloosa.com>  
Sent: Tuesday, August 6, 2019 11:14 AM  
To: Karen Donaldson <kdonaldson@myokaloosa.com>  
Cc: Stefan W. Vaughn <svaughn@myokaloosa.com>  
Subject: RE: TAA - HURLBURT/EGLIN/OCEMS

Yes I will. I am awaiting Director Vaughn's reply and then I will send it. I will attach it to the email I send to Risk with everyone's approval. This is great news.

-----Original Message-----

From: Karen Donaldson <kdonaldson@myokaloosa.com>  
Sent: Tuesday, August 06, 2019 11:10  
To: Darrel Welborn <dwelborn@myokaloosa.com>  
Subject: RE: TAA - HURLBURT/EGLIN/OCEMS

Darrel

This is approved by risk. Are you sending it to legal for review?

Karen Donaldson

Karen Donaldson

**TRAINING AFFILIATION AGREEMENT  
BETWEEN  
OKALOOSA COUNTY EMERGENCY MEDICAL SERVICES  
AND  
1st SPECIAL OPERATIONS MEDICAL GROUP  
HURLBURT FIELD, FLORIDA  
AND  
96th MEDICAL GROUP, EGLIN AIR FORCE BASE, FLORIDA**

**I. Background:**

1. This agreement is entered into by and between **1st Special Operations Medical Group**, 113 Lielmanis Ave. Bldg. 91020, Hurlburt Field, FL 32544 (hereafter referred to as the "1 SOMDG"), the **96th Medical Group**, 307 Boatner Road, Suite 114, Eglin AFB, FL 32542-1282, (hereafter referred to as the "96 MDG") and **Okaloosa County Emergency Medical Services** whose administrative office is located at 90 College Blvd East, Niceville, FL 32578 (hereafter referred to as "OCEMS") to allow active duty Emergency Medical Technicians (EMTs) and Paramedics (hereafter referred to as "AD Staff Members") to use the facilities of OCEMS for proficiency training in pre-hospital emergency medicine and trauma.

2. OCEMS, a division of the Okaloosa County Department of Public Safety, has an established clinical practice in emergency medicine and is accredited by the Florida State Department of Health. It is in the best interest of the U.S. Air Force for 1 SOMDG and 96 MDG AD Staff Members to be able to use the clinical facilities of OCEMS to maintain their clinical experience in emergency medicine and trauma found in a high-risk operational environment, which is otherwise not attainable within the 1 SOMDG or 96 MDG. Proficiency training in emergency medicine and trauma is invaluable to the deployment readiness of EMTs and Paramedics in the U.S. Air Force.

3. Under the terms of this agreement, 96 MDG and 1 SOMDG AD Staff Members will use the ambulance services of OCEMS to train in the provision of advanced emergency medical care for critical and emergent patients who access the emergency medical system. The AD Staff Members would be allowed to train one 12 hour shift per month (unless their military duties do not permit). The number and assignment of 96 MDG staff and 1 SOMDG AD Staff Members will be mutually agreed upon between the parties and their respective schedule coordinators. The 1 SOMDG Education and Training Element Chief will verify required pre-requisite training of staff desiring to train with OCEMS and communicate that information with the scheduling coordinator. Obtaining Florida state licensing will not be a pre-requisite for the 1 SOMDG and 96 MDG staff participating under this TAA. Further, 1 SOMDG and 96 MDG staff participating under this TAA, will not be made to obtain pre-requisite training that would cause them to incur a personal cost or a cost to the USAF. The scheduling coordinator will be the 1 SOMDG Noncommissioned Officer in Charge (NCOIC) of Ambulance Services. The 96 MDG NCOIC of Ambulance Services will schedule their members through the 1 SOMDG NCOIC of Ambulance Services. The coordinator for OCEMS will be the Planning and Training Section Chief.

4. OCEMS will benefit by receiving the clinical experience and performance of the AD Staff Members.

**II. Understanding: The parties acknowledge and agree to the following:**

1. While performing clinical care and training at OCEMS, AD Staff Members will be under the supervision of OCEMS, specifically the OCEMS Branch Commanders and the Medical Directors, who are employees of Okaloosa County Emergency Medical Services. AD Staff Members will also be subject to, and be required to abide by, all facility rules and applicable regulations except where compliance would be inconsistent with Federal statute, regulation, or any other law binding members of the Air Force. OCEMS will not assign Air Force faculty, staff members, or trainees to any other facility than that of OCEMS in furtherance of the training contemplated under the terms of this agreement.
2. It is understood and agreed that there will be no training expense incurred by the Air Force under this agreement.
3. This program will not result in, nor is it meant to displace employees or impair existing contracts for services.
4. OCEMS reserves the right to refuse acceptance of any Air Force staff members and or bar any staff members when it is determined that further participation would not be in the best interest of OCEMS.
5. OCEMS will not use the names of 1 SOMDG and 96 MDG in any of their publicity or advertising media regarding this agreement.
6. In addition to other provisions in this agreement, OCEMS specifically agrees to:
  - a. Make available the clinical and related facilities needed for training.
  - b. Provide reasonable office, storage, dressing and locker room space, and all other administrative privileges typically employed by the OCEMS's professional staff.
  - c. Permit, on reasonable request, the inspection of clinical and related facilities by government agencies or other agencies charged with the responsibility for accreditation of the education programs for 1 SOMDG staff and 96 MDG.
  - d. Provide emergency medical and dental treatment to the AD Staff Members while at OCEMS under the terms of this agreement. The reasonable cost of such treatment will be paid by the United States Air Force.
  - e. Provide a report of all workload accomplished by the USAF members participating in all external TAAs to the Facility TAA Manager. This report shall be generated no less than once per month and contain the following information: generic pseudo patient number, date of service, current procedural terminology (CPT) code for every procedure (multiple CPTs must be listed separately), and any CPT modifiers, USAF member's



National Provider Identifier, USAF trainee's first and last name, procedure quantity, and facility tax identification number.

f. Provide professional liability (malpractice) coverage, in amounts that are reasonable and customary in the community for the appropriate specialty, covering liability for personal injury or property damage, including legal representation and expense of defense of any such liability claims, actions or litigation, resulting from participation by the Air Force staff member(s) under this agreement. This coverage may come from any source, but shall clearly cover the Air Force member(s) for all claims or lawsuits arising out of their participation under this agreement at OCEMS facilities, regardless of when the claim or lawsuit is actually filed. The source of this coverage shall be the Preferred Governmental Insurance Trust with professional liability limits of \$1,000,000.00 per occurrence and unlimited aggregate. OCEMS agrees that if it intends to change such liability coverage during the tenure of this agreement in a way that will affect the protection provided the Air Force staff member(s), then OCEMS will notify the Air Force in writing, at least forty-five (45) days prior to the effective date of the change, specifying the change intended to be made. OCEMS must provide documentary proof of the insurance coverage to the 1 SOMDG and 96 MDG and such documentary proof will be attached to this agreement.

g. OCEMS further agrees not to seek indemnification from either the United States, the US Air Force, or the Air Force staff member(s) for any settlement, verdict or judgment resulting from any claim or lawsuit arising out of the performance of the Air Force staff member's professional duties while acting under the control of OCEMS and its employees or designees.

7. In addition to other provisions of this agreement, 1 SOMDG and 96 MDG specifically agrees to:

a. Ensure the AD Staff Members' compliance with all OCEMS rules and applicable instructions and policies.

b. Be responsible for health examinations and such other medical examinations and protective measures necessary for its AD Staff Members.

c. Prohibit the AD Staff Members from publishing any materials developed as a result of his/her clinical experience that has not been approved for release, in writing, by 1SOMDG and 96 MDG, and OCEMS.

d. Follow the dress code established and mutually agreed upon by OCEMS, the 1 SOMDG and the 96 MDG. The 1 SOMDG and 96 MDG staff are prohibited from wearing their military uniforms while engaged in OCEMS training programs. Long pants and safety shoes/boots (i.e. leather shoes, work boots, closed toe shoes, etc.) are required. Steeled toe shoes are not required, but shoes must allow for the safe performance of emergency medicine care. Tank tops, spaghetti straps, sleeveless shirts, and sandals or any open toed footwear are not allowed. Clothing may not have any derogatory or inflammatory sayings/pictures and should be professional in appearance.

8. It is understood that OCEMS may generate appropriate bills for services rendered by Air Force military personnel training at OCEMS and OCEMS may generate appropriate bills for the provider services, as applicable, rendered by Air Force military personnel subject to any restriction under federal law on billing for services of federal employees. All proceeds from these bills shall become the exclusive property of OCEMS as applicable; 1 SOMDG and 96 MDG shall have no right or claim to such proceeds.

9. It is understood that the Air Force staff members shall abide by the training institutions' HIPAA policies. No protected healthcare information is anticipated to be exchanged between the 1 SOMDG, 96 MDG, and OCEMS. Air Force staff members will not further use or disclose information outside of OCEMS. It is understood that the Air Force staff member is considered a member of the OCEMS workforce pursuant to the terms of this agreement, and does not meet the definition of business associates under HIPAA. Therefore, no business associate agreement between the parties is necessary.

10. It is understood that this agreement shall be controlled by federal law, and where such law calls for application of state law, the law of the state of Florida shall apply. Consequently, while assigned to OCEMS and training pursuant to the terms of this agreement, Air Force staff members remain employees of the United States performing duties within the course and scope of their federal employment. Furthermore, the provisions of the Federal Tort Claims Act (Title 28, U.S.C., Section 1346(b), 2671-2680), including the state's borrowed servant defense and any other applicable defenses and immunities available to the United States will apply to allegations of negligence or wrongful acts or omissions by the Air Force staff member while acting within the scope of duties pursuant to this agreement.

11. It is expressly agreed that this written statement embodies the entire agreement of the parties regarding this affiliation, and no other agreements exist between the parties except as herein expressly set forth. Any changes or modifications to this agreement must be in writing and be signed by both parties.



12. The terms of this agreement will commence as of the date signed by all parties and will continue until terminated by either party. Termination by either party will require written notification to be sent by registered mail thirty (30) days prior to the termination date. It is understood that the US Air Force Surgeon General, will have the right to terminate the affiliation agreement without such required notice at any time, if determined necessary to be in the interests of Air Force mission requirements.

Commanding Officer

1 SOMDG

113 Lielmanis Ave, Suite 612

Hurlburt Field, Florida 32544

Date: \_\_\_\_\_

By: LOVE.ANTONIO.D.1112050619 Digitally signed by LOVE.ANTONIO.D.1112050619  
Date: 2020.01.08 07:35:59 -06'00'

ANTONIO D. LOVE, Col, USAF, MSC

Commander, 1st Special Operations Medical Group

Commanding Officer

96th Medical Group

307 Boatner Road, Suite 114

Eglin AFB, FL 32542-1282

Date: \_\_\_\_\_

By: HANSON.MATTHEW.P.1139376419 Digitally signed by HANSON.MATTHEW.P.1139376419  
Date: 2020.02.10 16:17:26 -06'00'

MATTHEW P. HANSON, Col, USAF, MC, FS

Commander, 96th Medical Group

County Administration

Okaloosa County

90 College Blvd

Niceville, FL 32578

Date: 3/3/2020

By: \_\_\_\_\_

Robert A. "Trey" Goodwin III

Okaloosa Board of County Commissioners Chairman

