

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 08/30/2022

Contract/Lease Control #: C20-2878-BCC

Procurement #: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: GULF COAST KID'S HOUSE, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 10/01/2019

Expiration Date: 09/30/2023

Description of: CHILD PROTECTION TEAM SERVICES

Department: BCC

Department Monitor: HOFSTAD

Monitor's Telephone #: 850-651-7105

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

Closed:

Cc: BCC RECORDS



CONTRACT/LEASE RENEWAL FORM

08/24/2022

Gulf Coast Kid's House - Child Protection T
Stacey Kostevicki
3401 N. 12th Ave
Pensacola, FL 32503
executivedirector@gckh.org

CONTRACT #: C20-2878-BCC
GULF COAST KID'S HOUSE, INC.
CHILD PROTECTION TEAM SERVICES
EXPIRES: 09/30/2023

Dear Ms. Stacey Kostevicki

The Okaloosa County Board of County Commissioners agrees to renew the subject contract/lease, # C20-2878-BCC for an additional term. The contract renewal period will be 10/01/2022 to 09/30/2023. The annual budgeted amount for this contract is \$60,000.00. All other terms and conditions of the original agreement shall remain in full force and effect through the duration of this renewal.

If you are in agreement, please sign below and return this form along with a current Certificate of Insurance listing Okaloosa County as co-insured (if applicable).

COUNTY REPRESENTATIVES

AUTHORIZED COMPANY REPRESENTATIVE

Dept. Director Faye Douglas
Signature: _____
Digitally signed by Faye Douglas
Date: 2022.08.24 12:02:51 -05'00'

Contractor: Gulf Coast Kid's House - Child Protection Team

Date: _____

Approved By: Sheila Fitzgerald
(as prescribed below on item 1)
Digitally signed by Sheila Fitzgerald
Date: 2022.08.26 13:08:31 -05'00'

Approved By: _____

Date: _____

Approved By: John Hofstad
(as prescribed below on item 1)
Digitally signed by John Hofstad
Date: 2022.08.30 09:45:34 -05'00'

Title: Executive Director

Date: _____

Date: 08/24/2022

County Department Instructions:

- 1) Obtain signatures from Department Director, authorized Company Representative and then Purchasing Manager <\$25K and less, OMB Director \$25K to \$50K, County Administrator <\$100K and less or Board >\$100K, as necessary. If Board approval is required, the Chairman and County Administrator's signatures are required. Make sure the company provides a current Certificate of Insurance. (If applicable).
- 2) Keep a copy of this form for your records.
- 3) Send original to Contracts and Lease Coordinator at Purchasing Department.
If you have any questions please contact the Purchasing Manager at 850-689-5960, Fax: 850-689-5970

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 10/13/2020

Contract/Lease Control #: C20-2878-BCC

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: GULF COAST KID'S HOUSE, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 10/01/2019

Expiration Date: 09/30/2022

Description of: CHILD PROTECTION TEAM SERVICES

Department: BCC

Department Monitor: HOFSTAD

Monitor's Telephone #: 850-651-7105

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

Closed:

Cc: BCC RECORDS

PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET

Procurement/Contract/Lease Number: C20-2878-BCC Tracking Number: 4140-21
Procurement/Contractor/Lessee Name: Gulf Coast Kids Horse, Inc Grant Funded: YES ___ NO X
Purpose: Renewal
Date/Term: 9-30-21 1. GREATER THAN \$100,000
Department #: 0601 2. GREATER THAN \$50,000
Account #: 582608 3. \$50,000 OR LESS
Amount: 60,000
Department: BCC Dept. Monitor Name: Hofstad

Purchasing Review
Procurement or Contract/Lease requirements are met:
W. Johnson Date: 10-2-2020
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

2CFR Compliance Review (if required)
Approved as written: no federal funds Grant Name: _____
_____ Date: _____
Grants Coordinator Danielle Garcia

Risk Management Review
Approved as written: see email attached Date: 10-2-2020
_____ Edith Gibson or Karen Donaldson
Risk Manager or designee

County Attorney Review
Approved as written: see email attached Date: 10-2-2020
_____ Lynn Hoshihara, Kerry Parsons or Designee
County Attorney

Department Funding Review
Department Funding Confirmed:
Debra Mason Date: 10-2-2020

IT Review (if applicable)
Approved as written: _____ Date: _____

DeRita Mason

From: Lisa Price
Sent: Friday, October 2, 2020 4:16 PM
To: DeRita Mason
Subject: RE: C20-2878-BCC renewal Gulf Coast Kids House

Approved by Risk, no insurance element.

Lisa Price
Public Records & Contracts Specialist
302 N Wilson Street, Suite 301
Crestview, FL, 32536
(850) 689-5979
lprice@myokaloosa.com



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, October 2, 2020 3:37 PM
To: 'Parsons, Kerry' <KParsons@ngn-tally.com>; Lynn Hoshihara <lhoshihara@myokaloosa.com>
Cc: Lisa Price <lprice@myokaloosa.com>
Subject: C20-2878-BCC renewal Gulf Coast Kids House

Please review and approve.

Thank you,

DeRita Mason



DeRita Mason
Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Sunday, October 11, 2020 4:56 PM
To: DeRita Mason; Lynn Hoshihara
Cc: Lisa Price
Subject: RE: C20-2878-BCC renewal Gulf Coast Kids House

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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From: DeRita Mason <dmason@myokaloosa.com>
Sent: Friday, October 2, 2020 4:37 PM
To: Parsons, Kerry <KParsons@ngn-tally.com>; Lynn Hoshihara <lhoshihara@myokaloosa.com>
Cc: Lisa Price <lprice@myokaloosa.com>
Subject: C20-2878-BCC renewal Gulf Coast Kids House

Please review and approve.

Thank you,

DeRita Mason



DeRita Mason
Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road



**FIRST AMENDMENT TO THE AGREEMENT BETWEEN OKALOOSA
COUNTY, FLORIDA AND
GULF COAST KID'S HOUSE, INC.
CONTRACT NO. C20-2878-BCC**

This First Amendment to the Agreement between Okaloosa County, a political subdivision of the state of Florida (the "County"), and Gulf Coast Kids' House, Inc., executed this 13th day of October, 2020, is made a part of the original Agreement dated October 1, 2019, Contract No. C20-2878-BCC (the "original Agreement"), incorporated herein by reference. The County and Contractor hereby agree as follows:

1. **OPTION TO RENEW.** The parties hereby wish to exercise their option to renew the original Agreement for an additional two (2) year term in accordance with Section 2.5 of the original Agreement.
2. **EFFECTIVE DATE OF RENEWAL TERM.** The Effective Date of this Amendment shall commence October 1, 2020 and shall terminate no later than September 30, 2022.
3. **COMPENSATION.** Compensation for this renewal term of the Agreement shall:

Section 2.1 of the original Agreement ("Compensation") shall be revised as follows:

Program Funding. The County agrees for to fund medical examinations of allegedly abused, abandoned, or neglected children as required by Florida law at a rate of \$300.00 per examination. The total sum shall be determined by the number of documented medical examinations performed by the Provider for eligible children during the term of the agreement. Provider shall provide to County a fully completed W-9 form and a fully executed original Agreement. Upon written notification to Provider, the County *may* suspend payments to Provider if the Provider defaults in its obligations under this Agreement. The notice shall specify the manner in which the Provider has failed to comply and a timeframe in which the Provider must achieve compliance or the Agreement shall be subject to termination pursuant to Section 3.

4. **OTHER PROVISIONS REMAIN IN EFFECT.** Except as specifically modified herein, all terms and conditions of the original Agreement between the parties, dated October 1, 2019 and any amendments thereto, shall remain in full force and effect.
5. **CONFLICTING PROVISIONS.** The terms, statements, requirements, or provisions contained in this Amendment shall prevail and be given superior effect and priority over any conflicting or inconsistent terms, statements, requirements or provisions contained in any other document or attachment.



IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day and year first written above.

WITNESS:

A handwritten signature in black ink, appearing to read "Stacey Kostevicki", written over a horizontal line.

Signature

TITLE: Executive Director

Stacey Kostevicki

Print Name

OKALOOSA COUNTY, FLORIDA

BY:

A handwritten signature in black ink, appearing to read "John Hofstad", written over a horizontal line.

John Hofstad, County Administrator

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 10/24/2019

Contract/Lease Control #: C20-2878-BCC

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: GULF COAST KID'S HOUSE, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 10/01/2019

Expiration Date: 09/30/2020

Description of Contract/Lease: CHILD PROTECTION TEAM SERVICES

Department: BCC

Department Monitor: HOFSTAD

Monitor's Telephone #: 850-651-7105

Monitor's FAX # or E-mail: JHOFSTAD@M6OKALOOSA.COM

Closed:

Cc: Finance Department Contracts & Grants Office

**PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: _____ Tracking Number: 3453-19
Procurement/Contractor/Lessee Name: Gulf Coast Kids Itc LLC Grant Funded: YES ___ NO X
Purpose: Contract for abused children evans
Date/Term: 9-30-2020 1. GREATER THAN \$100,000
Amount: _____ 2. GREATER THAN \$50,000
Department: BCC 3. \$50,000 OR LESS
Dept. Monitor Name: Hafstad

Purchasing Review

Procurement or Contract/Lease requirements are met:
DeRita Mason Date: 8-27-19
Purchasing Director or designee Jeff Hyde, DeRita Mason, Jessica Darr

2CFR Compliance Review (if required)

Approved as written: no Fedral funds Grant Name: _____
_____ Date: _____
Grants Coordinator Danielle Garcia

Risk Management Review

Approved as written: see email attached Date: 8-29-19
_____ Date: _____
Risk Manager or designee

County Attorney Review

Approved as written: see email attached Date: 8-27-19
_____ Date: _____
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

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Tuesday, August 27, 2019 11:14 AM
To: DeRita Mason
Cc: Greg Kisela; Lynn Hoshihara
Subject: Agreement between Okaloosa County, Florida and Gulf Coast Kid's house inc for Child Protection Team Services

DeRita:

Kisela printed out and had me review the above referenced draft agreement. It is approved for legal purposes.

Kerry A. Parsons, Esq.

**Nabors
Giblin &
Nickerson**
ATTORNEYS AT LAW

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

DeRita Mason

From: Karen Donaldson
Sent: Thursday, August 29, 2019 11:45 AM
To: DeRita Mason
Subject: FW: Gulf Coast Kids House Agreement
Attachments: Gulf Coast Kids House Agreement.docx

DeRita

This is approved by risk management for insurance purposes.

Thank you

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.

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Tuesday, August 27, 2019 11:15 AM
To: Karen Donaldson <kdonaldson@myokaloosa.com>
Subject: Gulf Coast Klds House Agreement

Please review and approve.

Thank you,

DeRita



SINGLE SOURCE PURCHASE JUSTIFICATION REQUEST

A single source means that a commodity or service can be purchased from multiple sources, but, in order to meet certain functional or performance requirements (e.g. parts matching existing equipment or materials) there is only one economically feasible source for the purchase.

Date: 08/26/2019

PR No: NA

Requestor: Greg Kisela

Phone No: 850-651-7151

Department/Division: BCC / County Administrator's Office

Item Description: The Children's Medical Services Program is tasked to designate Child Protection Teams in each service district to conduct examinations of allegedly abused, abandoned, or neglected children as required by Florida law.

Vendor: Gulf Coast Kids House, Inc.

Vendor's Address: 3401 North 12th Avenue, Pensacola, FL 32503

Vendor's Telephone No: 850-595-5780

Point of Contact: Stacey Kostevicki

Single Source Justification: (attach additional docs if any)

The State Attorney's Office has listed Gulf Coast Kids House, Inc. as the office that will handle the examinations in our area.

Check One:

- The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation. (attach emergency condition documentation)
- Federal Awarding Agency or Pass Through Agency authorizes noncompetitive negotiations (letter of authorization is attached).
- The item is an associated capital maintenance item as defined in 49 U.S.C. §5307(a)(1) that is procured directly from the original manufacturer or supplier of the time to be replaced (price certification attached).
- Other, additional justification required (continue on blank page as needed)

Requesting Department Director Signature (or authorized Designee) Greg Kisela

Date 8/26/19

REVIEW BY OMB AND PURCHASING

Approved:

OMB and Purchasing Department Comments:

Denied:

OMB Director Signature Jay Brown

Date 08-26-2019



A NEW WAY TO SIGN IN - If you already have a SAM account, use your **SAM email** for login.gov.

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ALERT: SAM.gov will be down for scheduled maintenance Saturday, 11/09/2019, from 8:00 AM to 3:00 PM

Search Results

Current Search Terms: **GULF COAST KID'S HOUSE, INC.***

Total records: 1

[Save PDF](#) [Export Results](#) [Print](#)

Result Page: 1

Sort by **Relevance** Order by **Descending**

Your search for **GULF COAST KID'S HOUSE, INC.*** returned the following results...

Entity	GULF COAST KID'S HOUSE INC	Status: Active
DUNS: 122787851	CAGE Code: 6HCD3	View Details
Has Active Exclusion?: No	DoDAAC:	
Expiration Date: 07/28/2020	Debt Subject to Offset?: No	
Purpose of Registration: Federal Assistance Awards Only		

Result Page: 1

[Save PDF](#) [Export Results](#) [Print](#)



FPM-MP-20190814-004
WWW1

- [Search Records](#)
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- [GSA.gov/IAE](#)
- [GSA.gov](#)
- [USA.gov](#)

This is a U.S. General Services Administration Federal Government computer system that is "FOR OFFICIAL USE ONLY." This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

**AGREEMENT BETWEEN OKALOOSA COUNTY, FLORIDA AND
GULF COAST KID'S HOUSE, INC. FOR CHILD PROTECTION TEAM SERVICES**

THIS AGREEMENT is made by and between Okaloosa County Board of County Commissioners, a political subdivision of the State of Florida (hereinafter, the "County"), with an administrative address of 1215 N. Eglin Parkway, Shalimar, FL 32579, and Gulf Coast Kid's House, Inc., a Florida not-for-profit corporation, FEI/EIN Number 59-3520130, with a principal address of 3401 North 12th Avenue, Pensacola, FL 32503.

WITNESSETH:

WHEREAS, pursuant to §39.303, Florida Statutes, the Children's Medical Services Program of the Department of Health is tasked with designating Child Protection Teams in each service district of the Department of Children and Families to conduct medical examinations of allegedly abused, abandoned, or neglected children as required by Florida law; and

WHEREAS, effective February 17, 2017, the Children's Medical Services Program of the Department of Health has designated Gulf Coast Kid's House, Inc. (hereinafter, the "Provider") as the Child Protection Team provider serving Okaloosa County; and

WHEREAS, pursuant to §39.304(5), Florida Statutes, the County in which a child is a resident shall bear the initial costs of medical examinations of allegedly abused, abandoned, or neglected children that are conducted by the designated Child Protection Team, and the parents or legal custodian of the child are required to reimburse the County for the costs of such examination; and

WHEREAS, the County and Provider desire to enter into an agreement to memorialize the method and manner by which the County shall bear the initial costs of medical examinations as provided in §39.304(5), Florida Statutes.

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 County and the Provider 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. Responsibilities of the parties.

2.1 **Program Funding.** The County agrees for Fiscal Year 2019-2020

(October 1, 2019 through September 30, 2020) to fund medical examinations of allegedly abused, abandoned, or neglected children as required by Florida law at a rate of \$300.00 per examination. The total sum shall be determined by the number of documented medical examinations performed by the Provider for eligible children during the term of the agreement. Provider shall provide to County a fully completed W-9 form and a fully executed original Agreement. Upon written notification to Provider, the County may suspend payments to Provider if the Provider defaults in its obligations under this Agreement. The notice shall specify the manner in which the Provider has failed to comply and a timeframe in which the Provider must achieve compliance or the Agreement shall be subject to termination pursuant to Section 3. The annual budgeted expense for fiscal year FY2019/2020 is \$91,800.00.

2.2 Beginning on October 1, 2019, and the tenth day of each subsequent month, Provider shall send an Invoice to the County for all exams which occurred during the month preceding the Invoice. Payments under this agreement shall be governed by and construed in accordance with the Local Government Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

2.3 Reporting Requirements. The provider shall provide a monthly report in a form acceptable to the County documenting the non- confidential details of each examination which is set forth on the Invoice, including, but not limited to, the total number of exams performed, case numbers, case coordinators, dates of exams, examining physicians, and patient age/sex/race.

2.4 Audit. Upon providing reasonable notice to Provider, the County may, as allowed by law, inspect all pertinent records, statistical, financial, audit, and participant files related to the Provider's performance of this Agreement and conduct monitoring reviews to ensure compliance with Program goals and the terms of this Agreement.

2.5 Effective Date. This Agreement shall become effective upon the date last executed by the parties and expires on September 30, 2020, unless earlier terminated as provided herein. The term of this Agreement may be renewed or extended only by written amendment to the Agreement duly executed by the parties hereto.

Section 3. Termination. This Agreement may be terminated by either party for convenience upon providing a minimum of sixty (60) days written notice to the other party. This Agreement may be terminated by County for cause upon providing seven (7) days written notice if the Provider defaults in its obligations under this Agreement. Upon expiration or termination for any reason, the Provider shall provide a final report with supporting documentation through the date of expiration or termination. The Provider's final request for payment must be submitted within thirty (30) calendar days after the expiration or termination of the Agreement. Notwithstanding the foregoing, nothing in this Section or this Agreement shall be construed to terminate the County's obligations under §39.304(5), Florida Statutes.

Section 4. Insurance. The Provider is required to maintain professional liability insurance with limits of \$1,000,000.00 per occurrence and \$2,000,000.00

aggregate per policy year against any claims arising from any act or omission by the Provider. Certificates of Insurance shall be provided to Risk Management, Post Office Box 1591, Pensacola, Florida 32597 prior to commencement of work hereunder. The Board of County Commissioners and Okaloosa County shall also be the certificate holders.

Section 5. Independent Contractor Status. In the performance of this Agreement hereunder, Provider is an independent contractor. Provider shall not hold itself out as an employee, agent or servant of the County; and Provider shall not have the power or authority to bind the County 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 the County.

Section 6. Public Records.

6.1 The Provider acknowledges that this Agreement and any portion of the related non-confidential financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Provider shall maintain any such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Provider shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Provider agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Provider fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Provider seven days written notice, during which period the Provider still fails to allow access to such documents, terminate the contract. In such case, the Provider shall not be entitled to receive any further payment.

IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**Okaloosa County Risk Management Department
5479 Old Bethel Rd.
Crestview, FL, 32536
(850) 689-5977, riskinfo@myokaloosa.com**

6.2 The Parties acknowledge that pursuant to §39.202 (6), Florida Statutes, all records and reports of the Child Protection Team (CPT) are confidential and exempt from the provisions of §119.07(1), Florida Statutes, the Florida Public Records Law, and §456.057, Florida Statutes, regarding ownership and control of patient records. CPT records shall not be disclosed, except, upon request, to the state attorney, law enforcement, the Department of Health, and other necessary professionals, in furtherance of the treatment or additional evaluative needs of the child, by order of the court, or to health plan payers, limited to that information used for insurance reimbursement purposes. Generally, the confidential and exempt status of CPT records attaches to the documents; that is, it retains its confidential and exempt status when it is properly released to an authorized agency or person, who in turn generally has a legal obligation to maintain the confidential and exempt nature of the documents. Pursuant to §39.205 (3) Florida Statutes, a person who knowingly and willfully makes public or discloses any confidential information contained in the central abuse hotline or in the records of any child abuse, abandonment, or neglect case, except as provided in this chapter, commits a misdemeanor of the second degree, punishable as provided in §775.082, Florida Statutes or §775.083, Florida Statutes.

Section 7. 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 8. 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 9. 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 10. Interpretation.

(a) For the purpose of this Agreement, the singular includes the plural and the plural shall include 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.

(b) 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. 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 12. 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 13. 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:

Section 14. Prior Agreements Superseded.

(a) 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.

(b) 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 15. 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 courts of Okaloosa County, Florida, and therefore, each party to this Agreement hereby waives the right to any change of venue.

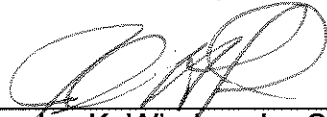
Section 16. No Waiver. The failure of either party to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

Section 17. Liability. The County, its respective elected officials, officers, and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the Provider. While serving in its capacity as the Child Protection Team provider for Okaloosa County, the Provider agrees to be fully responsible for its individual negligent acts or omissions or tortious acts arising out of the performance of this Agreement which may result in claims or suits against the County and agrees to be fully liable for any damages caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by the County and nothing herein

shall be construed as consent to be sued by third parties in any matter arising out of this Agreement.

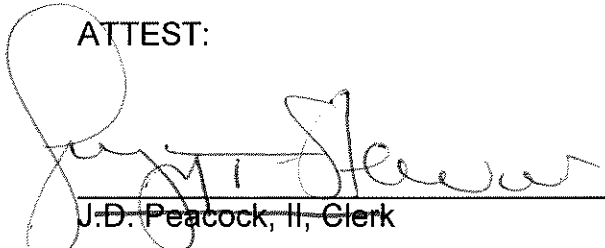
IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature:

COUNTY:
Board of County Commissioners
Okaloosa County, Florida



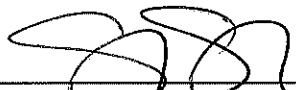
Charles K. Windes, Jr., Chairman
John Hobbs, County Administrator

ATTEST:



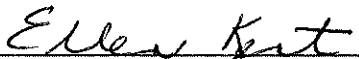
J.D. Peacock, II, Clerk
GREGOIRE STEWART,
Deputy County Administrator

PROVIDER:
Gulf Coast Kid's House, Inc.



By: Stacey Kostevicki, Executive
Director

ATTEST:



Corporate Secretary