

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 05/29/2014

Contract/Lease Control #: C14-2181-PS

Bid #:

Contract/Lease Type: MOA

Award To/Lessee: 1ST SPECIAL OPERATIONS WING HURLBURT FIELD

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 05/22/2014

Term: INDEFINITE

Description of Contract/Lease: FIRE EMERGENCY SERVICES PROGRAM

Department: PS

Department Monitor: VILLANI

Monitor's Telephone #: 850-651-7150

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

Closed: _____

cc: Finance Department Contracts & Grants Office

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

Procurement/Contract/Lease Number: NA Tracking Number: 355949
Procurement/Contractor/Lessee Name: 1st Special Operations crew Grant Funded: YES ___ NO X
Purpose: Tri Annual review
Date/Term: _____ 1. GREATER THAN \$100,000
Amount: NA 2. GREATER THAN \$50,000
Department: PS 3. \$50,000 OR LESS
Dept. Monitor Name: Vaughn

Purchasing Review

Procurement or Contract/Lease requirements are met:
DeRita Mason Date: 9-13-19
Purchasing Director or designee Jeff Hyde, DeRita Mason, Jessica Darr

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: 9-17-19
Risk Manager or designee

County Attorney Review

Approved as written: see email attached Date: 9-19-19
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: Karen Donaldson
Sent: Tuesday, September 17, 2019 9:17 AM
To: DeRita Mason
Subject: RE: MOA Annual Review Letter (Okaloosa Emergency Medical Services).doc

DeRita

This is approved by risk management, there is no insurance element.

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: Friday, September 13, 2019 4:00 PM
To: 'Parsons, Kerry' <KParsons@ngn-tally.com>; Lynn Hoshihara <lhoshihara@myokaloosa.com>
Cc: Karen Donaldson <kdonaldson@myokaloosa.com>
Subject: FW: MOA Annual Review Letter (Okaloosa Emergency Medical Services).doc

Please review and approve.
Karen-I don't believe that there is an insurance element.

Thank you,

DeRita

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Wednesday, September 18, 2019 6:08 PM
To: DeRita Mason
Cc: Karen Donaldson; Lynn Hoshihara
Subject: RE: MOA Annual Review Letter (Okaloosa Emergency Medical Services).doc

This 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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From: DeRita Mason <dmason@myokaloosa.com>
Sent: Friday, September 13, 2019 5:00 PM
To: Parsons, Kerry <KParsons@ngn-tally.com>; Lynn Hoshihara <lhoshihara@myokaloosa.com>
Cc: Karen Donaldson <kdonaldson@myokaloosa.com>
Subject: FW: MOA Annual Review Letter (Okaloosa Emergency Medical Services).doc

Please review and approve.
Karen-I don't believe that there is an insurance element.

Thank you,

DeRita



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



DEPARTMENT OF THE AIR FORCE
1ST SPECIAL OPERATIONS MEDICAL GROUP
HURLBURT FIELD FLORIDA

CONTRACT#: C14-2181-PS
1ST SPECIALOPS WING HURLBURT FIELD
FIRE EMERGENCY SVS PROGRAM
EXPIRES: INDEFINITE

MEMORANDUM FOR RECORD

FROM: 1 SOMDG/SGA

SUBJECT: Memorandum of Agreement (MOA) Tri-annual Review

References: AFI 25-201, *Support Agreements Procedures*.

1. In accordance with the AFSOC Supplement and AFI 25-201, Support Agreements Procedures, the MOA between 1 SOMDG and Okaloosa County, Florida is due a tri-annual review. Please ensure all parties have reviewed and coordinated the correspondence. Once completed, select the appropriate block below, sign, and return to the 1SOMDSS Resource Management Office (RMO) for further action.

- The agreement is current and no update is needed.
- The agreement is in need of updating.
- The agreement is no longer required and can be revoked.

2. This letter supersedes all previous letters of the same subject. If you have any questions or concerns, please contact RMO at DSN: 641-1100.


ROBERT A. "TREY" GOODWIN III
Chairman, Board of County Commissioners



FEB 04 2020

LOVE.ANTONIO.
D.1112050619
ANTONIO D. LOVE, Colonel, USAF
Commander, 1 SOMDG

Digitally signed by
LOVE.ANTONIO.D.1112050619
Date: 2020.01.08 09:09:14
-06'00'

Any Time... Any Place

CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: C14-2181-PS Tracking Number: 853-14
Contractor/Lessee Name: Special Ops Wing & OCEM Grant Funded: YES ___ NO
Purpose: MOA
Date/Term: N/A 1. GREATER THAN \$50,000
Amount: N/A 2. GREATER THAN \$25,000
Department: PS 3. \$25,000 OR LESS
Dept. Monitor Name: Villani
Document has been reviewed and includes any attachments or exhibits.

Purchasing Review

Procurement requirements are met:
[Signature] Date: 2/4/14
Purchasing Director or Designee *Joanne Kublik*

Risk Management Review

Approved as written:
[Signature] Date: 2/4/14
Risk Manager or designee *Greg Reed*

County Attorney Review

Approved as written:
[Signature] Date: 2/6/14
County Attorney

Following Okaloosa County approval:

Contracts & Grants

Document has been received:

Contracts & Grants Manager Date: _____

MEMORANDUM OF AGREEMENT BETWEEN

1st SPECIAL OPERATIONS WING (1 SOW), HURLBURT FIELD, FLORIDA
AND OKALOOSA COUNTY EMERGENCY MEDICAL SERVICES (OCEMS)

1. **PURPOSE:** To enter into a resource sharing agreement between the parties.

2. **AUTHORITIES:** AFI 32-2001, *Fire Emergency Services Program*, 9 September 2008, AFI 25-201, *Support Agreements Procedures*, 18 October 2013, DoDI 6055.06, *DoD Fire and Emergency Services (F&ES) Program*, 21 December 2006 and 42 U.S.C 1856.

a. Air Force Instruction (AFI) 32-2001, *Fire Emergency Services Program*, September 2008, and 42 U.S.C 1856 govern the authority to enter into reciprocal agreements regarding "fire protection" services. AFI 32-2001, paragraph 5.1, provides that the "Installation Commander may establish a Memorandum of Agreement (MOA) with civilian communities or other government agencies to offset internal shortfalls in FES (fire emergency services) staffing, vehicles, or equipment." 42 U.S.C 1856 defines the term "fire protection" to include emergency services, including basic medical support, and basic and advanced life support (ALS) services. Under this definition, the term "fire protection" will include ambulance and EMS such as the EMS provided by Okaloosa County Emergency Medical Services and ambulance services provided by the 1 SOMDG. 42 U.S.C. 1856a states, "each agency head charged with the duty of providing fire protection for any property of the United States is authorized to enter into a reciprocal agreement, with any fire organization maintaining fire protection facilities in the vicinity of such property, for mutual aid in furnishing fire protection for such property." As defined by 42 U.S.C. 1856, the term agency head includes the head of any military department. Furthermore, under AFI 32-2001 paragraph 3.5.7 the EMS program and responsibility to deliver EMS is owned by the medical group commander. The medical group commander recommends and the installation commander approves the level of care to be provided. In addition, the medical group commander establishes response time standards, standards of care, protocols, and provides training, resources and program oversight." Therefore, the medical group commander will establish protocols to handle ALS services and EMS. The installation commander must approve any Memorandum of Understanding/Agreement (MOU/A), but the medical group commander is responsible for establishing and carrying out the terms of the MOU/A in the most efficient and effective way possible.

b. Pursuant to 42 U.S.C. 1856a any agreement must include a waiver by each party of all claims against every other party for compensation for any loss, damage, personal injury, or death occurring in consequence of the performance of such agreement. According to DoDI 6055.06, *DoD Fire and Emergency Services (F&ES) Program*, 21

December 2006, this provision must be clear that the clause does not waive any right of reimbursement from each party for all or any part of the costs incurred in furnishing F&ES to the other party. However, according to 42 U.S.C 1856a any MOU/A "may provide for reimbursement of any party for all or any part of the cost incurred by such party in furnishing fire protection for or on behalf of any other party." Therefore, the specific terms of the MOU/A can either include or not include cost reimbursement.

c. AFI 32-2001 paragraph 3.5.7.1 states "FES flights may assist the installations primary medical provider (Medical Group or contract) within the limits of training and resources and guidelines specified in MOU/A. This support role entails responding to EMS emergencies for early intervention with life-saving care. If first to arrive, firefighters transfer treatment to the EMS provider upon their arrival and are available to respond to other FES emergencies. Patient care can only be transferred when the primary EMS provider has an equal or higher level of training and certification."

d. Air Force Instruction (AFI) 25-201, *Support Agreement Procedures*, 18 Oct 2013, paragraph 1.4.1, states "In the absence of a DD Form 1144 or equivalent support agreement, an MOA will be used to document the specific terms and responsibilities that two or more parties agree to in writing, especially those that involve reimbursement. MOAs can be used to document a single reimbursable purchase, non-recurring reimbursable support, and non-reimbursable support. Consecutive reimbursable MOAs shall not be used for similar single reimbursable purchases or non-recurring reimbursable support to circumvent the use of DD Form 1144 or equivalent support agreement unless the conditions in paragraph 3.2.6 apply. Any obligation of funds in support of the MOA will be accomplished using a DD Form 448, *Military Interdepartmental Purchase Request* (or equivalent form with a non-DoD federal agency or federally-recognized Indian tribe). The obligation of funds by the parties is subject to availability of appropriated funds pursuant to the DoD Financial Management Regulation (FMR) 7000.14-R, *DOD Financial Management Policy and Procedures*. Regardless of the format used, DoDI 4000.19, enclosure 3, figure 1, Sample MOA Template identifies the information that will be included in an MOA."

3. GENERAL: On Hurlburt Field, which is situated in Okaloosa County, Florida, some covered beneficiaries may require care which, for optimal effectiveness, efficiency, and economics, necessitates the availability of 24-hour, 7 days a week, and 365 days a year advanced life support (ALS) services. Okaloosa County, as a political subdivision of the State of Florida, is staffed by highly skilled emergency medical technicians and paramedics capable of providing ALS to Hurlburt Field covered beneficiaries.

4. RESPONSIBILITIES:

a. The 1 SOW Commander can enter into an MOA with civilian communities for reciprocal fire protection services, including basic and advanced life support services, EMS, ambulance, and paramedic services such as those provided by OCEMS. The Hurlburt Field EMS program and responsibility to deliver and direct EMS contemplated in this MOA remains with the SOMDG/CC. The SOMDG/CC establishes response time standards, standards of care, protocols, and provides training, resources, and program oversight.

b. The 1 SOMDG ALS ambulance services (AS) will respond to all on-base emergencies, including but not limited to those which may occur on the Flight Line, the Family Camp, and the Sound side. The 1 SOMDG AS will respond as directed by 1 SOMDG/CC to assist Okaloosa County EMS within the immediate vicinity of Hurlburt Field to include the area west of the main gate to the overpass and east of the main gate to the end of Hurlburt's fence line on Highway 98, and east on Martin Luther King Jr. Drive. The 1 SOMDG will only respond to off-base medical calls outside of these areas when they either "happen upon" or are directed by the 1 SOMDG/CC. The 1 SOMDG AS personnel will notify Okaloosa County dispatch center if a 1 SOMDG AS response occurs. In the event of a local natural disaster, 1 SOMDG personnel may assist with care at field clinics established by local emergency medical services after approval by 1 SOW/CC. If 1 SOMDG AS cannot provide ALS, Hurlburt Field Fire Emergency Services Emergency Control Center (ECC) will be notified that Okaloosa County will be providing ALS while Hurlburt Field ALS is not available. The 1 SOMDG AS will then notify Hurlburt Field ECC when services become available.

c. In the event additional support (ALS or basic life support) is needed, Okaloosa County EMS will be contacted through Hurlburt Field Fire ECC. When OCEMS provides ALS or transport to a covered beneficiary, the 96th Medical Group (96 MDG) at Eglin AFB will be the primary destination of choice for patients from Hurlburt Field. The EMS paramedic may select other destinations, as necessary for the clinical situation, after consultation with the EMS base station or accepting physician. The OCEMS paramedic may also select other destinations if the 96 MDG is not accepting patients. In cases where the OCEMS requests assistance from 1 SOMDG, the request must include the nature of the situation (mutual aid, etc.), the amount and type of equipment and personnel requested, and the location of emergency. The officer in charge of the situation will dismiss 1 SOMDG personnel when their services are no longer required. Hurlburt Field Fire ECC will notify the Security Forces Control Center with the descriptions, number of occupants, destination, and whether an escort is required when responding to medical emergencies on Hurlburt Field.

d. The 1st Special Operations Security Forces (1 SOSFS) will grant uninterrupted entry to the base with pre-notification from OCEMS. The notification should come prior to arrival. If NO NOTIFICATION was made for CIVILIAN EMERGENCY VEHICLES, Security Forces will deny access until the need for entry can be verified. If requested, 1 SOSFS will provide an escort to the emergency situation. Security Forces patrol will attempt to meet EMS at the nearest installation entry point. If not possible, patrol will rendezvous at nearest major intersection. If an emergency thoroughfare is requested, Security Forces will attempt to clear a traffic lane and provide a patrol escort through base.

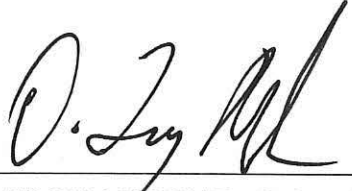
e. The 1st Special Operations Civil Engineering Squadron Fire Emergency Services (1 SOCES/CEF) ECC dispatchers will provide dispatching capabilities for all medical responses. In the event the 1 SOMDG ALS service is not available, Hurlburt Field's Fire Emergency Services ECC will immediately contact Okaloosa EMS for mutual aid. If the need for additional ALS services arises, the 1 SOMDG ALS ambulance services personnel will communicate with the Senior Fire Officer/Hurlburt Field Fire Emergency ECC to contact Okaloosa EMS for mutual aid. Hurlburt Field Fire Emergency Services can respond to EMS emergencies requiring basic or advanced life-saving care if early intervention is necessary. If first to arrive, the Senior Fire Officer/Incident Commander will have full command of all emergency scenes. Firefighters will transfer treatment to the EMS provider upon their arrival, but patient care can only be transferred when the primary EMS provider has an equal or higher level of training and certification regarding ALS. EMS personnel will make arrangement for aeromedical support if necessary, if no EMS personnel are on scene, the Hurlburt Field Senior Fire Officer has authority to request aeromedical support at any time during a medical emergency.

5. ADMINISTRATION:

a. Protected Health Information: All parties shall disclose and protect health information as defined and described in the attached Health Insurance Portability and Accountability Act (HIPAA) Privacy Business Associate Contract Language, dated January 2013. Okaloosa County EMS agrees to provide the 1 SOMDG with any information needed to file claims against third party tortfeasors including, but not limited to, the injured party's insurance information.


b. Waiver: Each party to this agreement waives all claims against the other parties for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this agreement. This clause does not waive any right of reimbursement from each party for all or any part of the costs incurred in furnishing EMS to the other party.

c. Termination: Either party, upon 30 days written notice to the other party may terminate this MOA. Effective as of the signature date of the last party to sign this document, this MOA will terminate the memorandum of understanding dated 14 December 2012.


Date 7 Mar 14
D. TROY MOLNAR, Colonel, USAF
Commander, 1st Special Operations Medical Group


Date 19 MAR 14
DOUGLAS S. DUDLEY, Colonel, USAF
Commander, 1st Special Operations Mission Support Group


Date 29 MAR 14
WILLIAM P. WEST, Colonel, USAF
Commander, 1st Special Operations Wing


Date 5/22/14
CHARLES K. WINDES, Jr.
Chairman

