

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 08/04/2021

Contract/Lease Control #: C21-3096-PS

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: 96TH MEDICAL GROUP

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 08/03/2021

Expiration Date: 08/02/2030

Description of: ADVANCED LIFE SUPPORT AND EMERGENCY SERVICES

Department: PS

Department Monitor: MADDOX

Monitor's Telephone #: 850-651-7150

Monitor's FAX # or E-mail: PMADDOXMYOKALOOSA.COM

Closed:

Cc: BCC RECORDS

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

Procurement/Contract/Lease Number: DBD Tracking Number: 4302-21
Procurement/Contractor/Lessee Name: 96th Medical Group Grant Funded: YES ___ NO X
Purpose: MOU 96th Medical Group
Date/Term: 9 yrs from execute
Department #: _____
Account #: _____
Amount: _____
Department: PS Dept. Monitor Name: Madden

1. GREATER THAN \$100,000
2. GREATER THAN \$50,000
3. \$50,000 OR LESS

Purchasing Review

Procurement or Contract/Lease requirements are met:
Wanda Mc Date: 4-19-21
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

2CFR Compliance Review (if required)

Approved as written: no federal fund Grant Name: _____
Date: _____
Grants Coordinator

Risk Management Review

Approved as written: see email attached Date: 4-19-21
Risk Manager or designee Lisa Price

County Attorney Review

Approved as written: see email attached Date: 4-21-21
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: Lisa Price
Sent: Monday, April 19, 2021 12:35 PM
To: DeRita Mason
Subject: RE: MOA 0948 btw Okaloosa County EMS and 96 MDG

This is 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



"Kindness is the language which the deaf can hear and the blind can see"
Mark Twain

For all things Wellness please visit:
<http://www.myokaloosa.com/wellness>

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: Monday, April 19, 2021 9:42 AM
To: Parsons, Kerry <KParsons@ngn-tally.com>; Lynn Hoshihara <lhoshihara@myokaloosa.com>
Cc: Lisa Price <lprice@myokaloosa.com>
Subject: FW: MOA 0948 btw Okaloosa County EMS and 96 MDG

Good morning,
Please review and approve the attached.

Thank you,

DeRita Mason

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Wednesday, April 21, 2021 8:28 AM
To: DeRita Mason
Cc: Lynn Hoshihara
Subject: RE: FB2823-21XXX-0948 MOA btw OCEMS and 96 MDG a 8 Apr 21 comments.docx

Thank you! With my questions answered, this is approved for legal purposes.

Kerry A. Parsons, Esq.

**Nabors
Giblin &
Nickerson, P.A.**

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, April 21, 2021 9:26 AM
To: Parsons, Kerry <KParsons@ngn-tally.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>
Subject: FW: FB2823-21XXX-0948 MOA btw OCEMS and 96 MDG a 8 Apr 21 comments.docx

See attached from Darrel.

DeRita Mason



DeRita Mason, CPPB, NIGP-CPP
Senior Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
(850) 689-5960
dmason@myokaloosa.com

MEMORANDUM OF AGREEMENT BETWEEN
OKALOOSA COUNTY EMERGENCY MEDICAL SERVICES (OC EMS) AND
96TH MEDICAL GROUP, EGLIN AIR FORCE BASE (96 MDG) FOR ADVANCED LIFE
SUPPORT AND EMERGENCY SERVICES
AGREEMENT NUMBER FB2823-21 ___ -0948

This is a Memorandum of Agreement (MOA) between OC EMS and 96 MDG. When referred to collectively, the OC EMS and 96 MDG are referred to as the “Parties”

1. BACKGROUND:

1.1. Okaloosa County, as a political subdivision of the State of Florida, has a department of Emergency Medical Service (EMS). This department is staffed by highly skilled emergency medical technicians and paramedics, capable of providing advanced life support. Okaloosa County EMS (OC EMS) is licensed by the State of Florida.

1.2. 96 MDG, which lies within the borders of Okaloosa County, regularly provides emergency medical services to Department of Defense (DoD) beneficiaries, which includes active duty personnel, civilian dependents and retiree beneficiaries. Emergency medical services are also provided to non-DoD beneficiaries who require emergency treatment while on Eglin Air Force Base (EAFB) installation.

2. PURPOSE: This MOA is intended to outline the requirements and procedures between 96 MDG and OC EMS for day to day operations. Additionally, this MOA will maximize resources to ensure availability and proper response of advanced life support, medical transport and emergency response in accordance with federal laws and state laws, as appropriate. Responses to situations where either OC EMS or 96 MDG requires assistance due to a mass casualty incident, natural disaster or other situations in which the respective resources are overwhelmed; and/or response is required to save lives, prevent human suffering, or mitigate great property damage will follow the requirements and procedures set forth in the Mutual Aid Agreement (MAA), number FB2823-17-0948, between EAFB and OC EMS.

3. RESPONSIBILITIES OF THE PARTIES:

3.1. The 96 MDG will—

3.1.1. Provide the same standard of care as provided on EAFB regardless of the location of the EMS response. 96 MDG EMS will utilize Department of Air Force EMS Treatment Protocols. Transportation destination will be determined by the medical personnel on scene based upon the patient’s condition, and, as needed, input from medical control.

3.1.2. Maintain communication with dispatch via approved channels to relay information when:

3.1.2.1. En route to scene

3.1.2.2. On scene to relay general patient’s condition

- 3.1.2.3. Additional resources are needed
- 3.1.2.4. En route to hospital, relaying patient's condition
- 3.1.2.5. Arriving at hospital
- 3.1.2.6. The unit has completed their assignment

3.2. The OC EMS will—

3.2.1. Provide the same standard of care as provided in the county regardless of the location of the EMS response. OC EMS will utilize OC EMS Treatment Protocols. Transportation destination will be determined by the medical personnel on scene based upon the patient's condition, and input from medical control. For responses within concurrent jurisdiction, request assistance from 96 MDG using the Eglin Fire Communication Dispatch Center by calling 850-883-5856 from OC EMS's dispatch center.

3.2.2. Specify the resources needed

3.2.3. Relay patient condition and call location

3.2.4. Provide assistance to 96 MDG on exclusive and concurrent jurisdiction, when requested and resources allow. Provide primary response on proprietary jurisdiction in Okaloosa County. Concurrent jurisdiction response for 96 MDG EMS on primary roads will be as follows: For FL-85, the northern/eastern boundary will be W. College Boulevard and the southern boundary will be Loblolly Drive. For FL-123 the northern boundary will be the bridge over Tom's Creek and southern boundary will be FL-85. For FL-189 the western boundary will be Pamela Ann Drive and the Eastern boundary will be FL-85. The entirety of General Bond Boulevard is concurrent jurisdiction. (See Attachment 1)

3.3. Both Parties will—

3.3.1. Waive all claims against the other Party for compensation for any loss, damage, personal injury or death occurring as a consequence during the performance of this MOA.

3.3.2 Coordinate and respond to incidents on concurrent jurisdiction. The following locations are specifically deemed concurrent jurisdiction (see Attachment 1):

- 3.3.2.1. Air Force Armament Museum
- 3.3.2.2. Destin/Fort Walton Beach Airport (VPS)
- 3.3.2.3. Poquito Bayou base housing (EAFB)
- 3.3.2.4. General Bond Blvd
- 3.3.2.5 The Veteran's Administration (VA) outpatient clinic
- 3.3.2.6 University of Florida Research Facility

or as may from time to time otherwise be directed by the Parties.

5.3. REVIEW OF MOA: This MOA does not document nor provide for the exchange of funds or manpower between the Parties; therefore, it will be reviewed triennially on or around the anniversary of its effective date in its entirety.

5.4. MODIFICATION OF MOA: This MOA may only be modified by the written agreement of the Parties, duly signed by their authorized representatives. Pen and ink changes, including non-substantive modifications, may be made by mutual agreement of the Parties provided the changes do not affect the transfer of manpower or funds. Both Parties will initial and date such pen and ink changes to document mutual acknowledgment to the changes.

5.5. DISPUTES: Any disputes relating to this MOA will, subject to any applicable law, Executive Order, Directive, or Instruction, be resolved by consultation between the Parties or in accordance with DoDI 4000.19, *Support Agreements*.

5.6. TERMINATION OF MOA: This MOA may be terminated by either Party by giving at least 180 days written notice to the other Party. The MOA may also be terminated at any time upon mutual written consent of the Parties.

5.7. TRANSFERABILITY: This MOA is not transferable except with the written consent of the Parties.

5.8. ENTIRE AGREEMENT: It is expressly understood and agreed that this MOA embodies the entire agreement between the Parties regarding the MOA's subject matter.

5.9. EFFECTIVE DATE: This MOA takes effect beginning on the day after the last Party signs.

5.10. EXPIRATION DATE: This agreement expires nine (9) years from the date of the last signature.

5.11. CANCELLATION OF PREVIOUS AGREEMENT: This MOA supersedes the now expired and previously signed Memorandum of Understanding (MOU) between the same Parties titled MOU between 96th Medical Group, Eglin Air Force Base, Florida and Okaloosa County Emergency Medical Services, dated on or around 26 March 2007.

5.12. NO THIRD PARTY BENEFICIARIES. Nothing in this MOA, express or implied, is intended to give to, or will be construed to confer upon, any person or entity not a party any remedy or claim under or by reason of this MOA and this MOA will be for the sole and exclusive benefit of the Parties.

5.13. SEVERABILITY. If any term, provision, or condition of this MOA is held to be invalid, void, or unenforceable by a governmental authority and such holding is not or cannot be appealed further, then such invalid, void, or unenforceable term, provision, or condition shall be

3.4. 96 MDG EMS may respond to Eglin Ranges, which are designated as proprietary jurisdiction, only in the event that, at the time of dispatch, it can be verified by OC EMS that the patient is a DoD/Tricare covered beneficiary for healthcare services.

3.5. If both parties arrive to the same event, the first medical unit on scene will assume medical command, until the Incident Commander appoints a Medical Commander if needed.

4. PERSONNEL: Each Party is responsible for all costs of its personnel, including pay and benefits, support, and travel. Each Party is responsible for supervision and management of its personnel.

5. GENERAL PROVISIONS:

5.1. POINTS OF CONTACT: The following points of contact (POC) will be used by the Parties to communicate in the implementation of this MOA. Each Party may change its point of contact upon reasonable notice to the other Party. Pen and Ink changes may be used so long as it includes initials of the Parties and the date of the agreed upon change.

5.1.1. For the OC EMS—

5.1.1.1. Primary: Darrel Welborn, Okaloosa County EMS Chief, 651-7150, email: dwelborn@myokaloosa.com

5.1.1.2. Alternate: Patrick Maddox, Director of Public Safety, 651-7150, email: pmaddox@myokaloosa.com

5.1.2. For 96 MDG —

5.1.2.1. Primary: Flight Chief Emergency Services, phone: 850-883-8227

5.1.2.2. Alternate: Emergency Services Flight Commander, Phone: 850-883-8227

5.2. CORRESPONDENCE: All correspondence to be sent and notices to be given pursuant to this MOA will be addressed, if to the OC EMS, to—

5.2.1. Director of Public Safety
90 College Boulevard East
Niceville, FL 32578

and if to the 96 MDG, to—

5.2.3. 96 MDSS/SGSR (RMO)
Attn: Agreements Manager
307 Boatner Road, STE 114
Eglin AFB, FL 32542

deemed severed from this MOA and all remaining terms, provisions, and conditions of this MOA shall continue in full force and effect. The Parties shall endeavor in good faith to replace such invalid, void, or unenforceable term, provision, or condition with valid and enforceable terms, provisions, or conditions which achieve the purpose intended by the Parties to the greatest extent permitted by law.

5.14. OTHER FEDERAL AGENCIES. This MOA does not bind any federal agency, other than the Parties, nor waive required compliance with any law or regulation.

6. LIST OF ATTACHMENTS:

6.1 Attachment 1 – Security Forces Jurisdiction Map and Eglin Range Jurisdiction Map

AGREED:

For the Okaloosa County EMS—

For the 96 MDG—

John Hofstad Digitally signed by John Hofstad
Date: 2021.08.03 13:33:58
-05'00'

JOHN HOFSTAD
Okaloosa County Administrator

DATE: _____

COLEMAN.GREGORY.A.1118477789 Digitally signed by
COLEMAN.GREGORY.A.1118477789
Date: 2021.07.11 14:21:20 -05'00'

GREGORY A. COLEMAN, Colonel, USAF, MSC
Commander, 96th Medical Group

DATE: _____

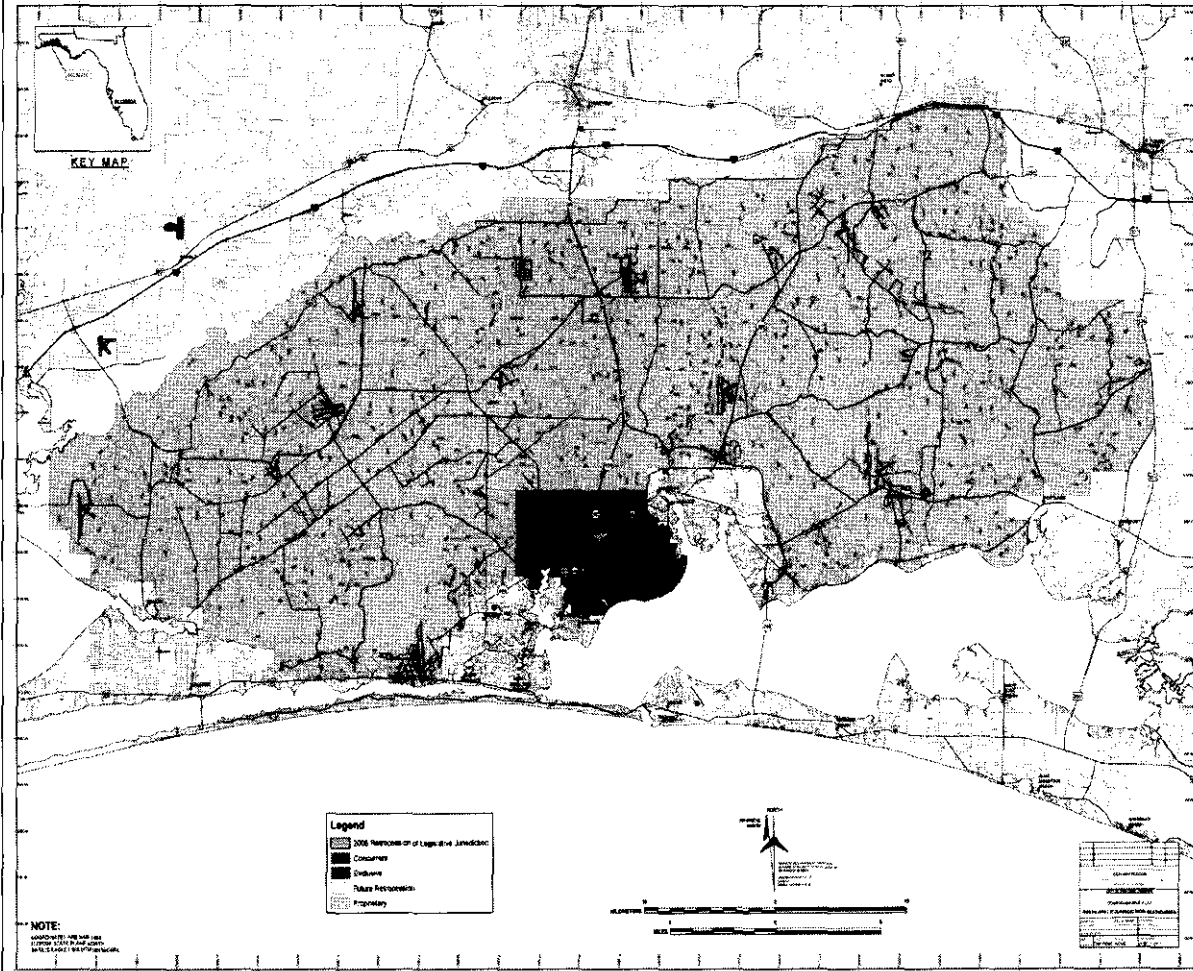
Mid-Point Review Due Date: _____

Mid-Point Review completed by: _____

Signature and Name of Reviewer

Attachment 1

Security Forces Jurisdiction Map



Attachment 1, cont.

Eglin Range Jurisdiction Map

