

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 09/24/2021

Contract/Lease Control #: C13-2043-PS

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: FT. WALTON BEACH MEDICAL CENTER

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 10/01/2021

Expiration Date: MONTHLY

Description of: BAKER ACT SERVICE MOA

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: C13-2043-PS Tracking Number: 4313-21  
Procurement/Contractor/Lessee Name: FW Medical Center Grant Funded: YES \_\_\_ NO X  
Purpose: 9th Amendment  
Date/Term: 4, monthly 1.  GREATER THAN \$100,000  
Department #: 0162 2.  GREATER THAN \$50,000  
Account #: 53218 3.  \$50,000 OR LESS  
Amount: 286,738.00  
Department: PS Dept. Monitor Name: Maddox

**Purchasing Review**

Procurement or Contract/Lease requirements are met:  
[Signature] Date: 4-22-21  
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

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

Approved as written: NO Grant Name: see attached  
[Signature] Date: \_\_\_\_\_  
Grants Coordinator

**Risk Management Review**

Approved as written: see email attached Date: 4-26-21  
[Signature] Lisa Price

**County Attorney Review**

Approved as written: see email attached Date: \_\_\_\_\_  
[Signature] Lynn Hoshihara, Kerry Parsons or Designee

**Department Funding Review**

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

**IT Review (if applicable)**

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

## DeRita Mason

---

**From:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Sent:** Thursday, April 22, 2021 3:46 PM  
**To:** DeRita Mason  
**Cc:** Lynn Hoshihara; Lisa Price  
**Subject:** RE: C13-2043-PS-FWBMC Amendment 9

The above referenced amendment/renewal 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](mailto:kparsons@ngn-tally.com)

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**From:** DeRita Mason <dmason@myokaloosa.com>  
**Sent:** Thursday, April 22, 2021 10:59 AM  
**To:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Cc:** Lynn Hoshihara <lhoshihara@myokaloosa.com>; Lisa Price <lprice@myokaloosa.com>  
**Subject:** C13-2043-PS-FWBMC Amendment 9

Good morning,

Please review and approve.

DeRita Mason



DeRita Mason, CPPB, NIGP-CPP  
Senior Contracts and Lease Coordinator  
Okaloosa County Purchasing Department  
5479A Old Bethel Road

## DeRita Mason

---

**From:** Lisa Price  
**Sent:** Monday, April 26, 2021 11:58 AM  
**To:** DeRita Mason  
**Subject:** RE: C13-2043-PS-FWBMC Amendment 9

This is approved by Risk.

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

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**From:** DeRita Mason <[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)>  
**Sent:** Thursday, April 22, 2021 9:59 AM  
**To:** 'Parsons, Kerry' <[KParsons@ngn-tally.com](mailto:KParsons@ngn-tally.com)>  
**Cc:** Lynn Hoshihara <[lhoshihara@myokaloosa.com](mailto:lhoshihara@myokaloosa.com)>; Lisa Price <[lprice@myokaloosa.com](mailto:lprice@myokaloosa.com)>  
**Subject:** C13-2043-PS-FWBMC Amendment 9

Good morning,

Please review and approve.

DeRita Mason





CONTRACT#: C13-2043-PS  
FT. WALTON BEACH MEDICAL CENTER  
BAKER ACT SERVICES MOA  
EXPIRES: MONTHLY

**NINTH AMENDMENT TO THE MEMORANDUM OF AGREEMENT**

**Florida Mental Health Act (Baker Act) Emergency Services  
for Intervention, Assessment and Stabilization Treatment Services Between  
Okaloosa County and Fort Walton Beach Medical Center  
(CONTRACT NO. C13-2043-PS)**



M. Everton  
BCC Records

This Ninth Amendment to the Agreement between Okaloosa County, a political subdivision of the State of Florida (the "County"), and Fort Walton Beach Medical Center (the "Provider"), executed this ~~21<sup>st</sup>~~ <sup>5<sup>th</sup></sup> day of September, 2021, is made a part of the original Agreement dated June 4, 2013, Contract No. C13-2043-PS (the "Agreement") as subsequently amended, incorporated herein by reference. The County and Provider hereby agree as follows:

1. **EXTENSION OF TERM.** The Agreement is set to expire on September 30, 2021. The County and Provider hereby agree to extend the term of the Agreement on a month-to-month basis beginning October 1, 2021.
2. **COMPENSATION.** Compensation shall remain the same as listed in Exhibit A of the Eighth Amendment to the Agreement.
3. **OTHER PROVISIONS REMAIN IN EFFECT.** Except as specifically modified herein, all terms and conditions of the Agreement, and any amendments thereto, shall remain in full force and effect.
4. **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.

**FORT WALTON BEACH MEDICAL CENTER:**

  
 \_\_\_\_\_  
 Signature  
  
 \_\_\_\_\_  
 Printed Name

  
 \_\_\_\_\_  
 Title



**OKALOOSA COUNTY, FLORIDA**

  
Carolyn N. Ketchel, Chairman

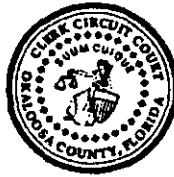


**ATTEST:**



Fdn

J.D. Peacock, II, Clerk of Court



## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 08/19/2020

Contract/Lease Control #: C13-2043-PS

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: FT. WALTON BEACH MEDICAL CENTER

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 06/04/2013

Expiration Date: 09/30/2021

Description of: BAKER ACT SERVICES MOA

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: C13-2043-PS Tracking Number: 45621  
Procurement/Contractor/Lessee Name: FWB Medical Center Grant Funded: YES \_\_\_ NO X  
Purpose: Amendment  
Date/Term: 9-30-21  
Department #: 0162  
Account #: 53218  
Amount: \$286,738.00  
Department: PS Dept. Monitor Name: Maddox

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

**Purchasing Review**

Procurement or Contract/Lease requirements are met:  
DeRita Mason Date: 6-19-2020  
Purchasing Manager 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: 6-29-2020  
\_\_\_\_\_ Risk Manager or designee Edith Gibson or Karen Donaldson

**County Attorney Review**

Approved as written: see email attached Date: 6-25-2020  
\_\_\_\_\_ County Attorney Lynn Hoshihara, Kerry Parsons or Designee

**Department Funding Review**

Department funding confirmed: \_\_\_\_\_ Date: \_\_\_\_\_



## DeRita Mason

---

**From:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Sent:** Thursday, June 25, 2020 2:52 PM  
**To:** DeRita Mason  
**Cc:** Karen Donaldson; Lisa Price  
**Subject:** RE: COORDINATION: Fort Walton Beach Medical Center Baker Act Contract Amendment (C13-2043-PS)

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](mailto:Kparsons@ngn-tally.com)

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**From:** DeRita Mason <dmason@myokaloosa.com>  
**Sent:** Friday, June 19, 2020 11:35 AM  
**To:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Cc:** Karen Donaldson <kdonaldson@myokaloosa.com>; Lisa Price <lprice@myokaloosa.com>  
**Subject:** FW: COORDINATION: Fort Walton Beach Medical Center Baker Act Contract Amendment (C13-2043-PS)

Please review and approve the attached.

Thank you,

DeRita Mason



DeRita Mason  
Contracts and Lease Coordinator  
Okaloosa County Purchasing Department

## DeRita Mason

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**From:** Lisa Price  
**Sent:** Friday, June 19, 2020 10:57 AM  
**To:** DeRita Mason  
**Subject:** RE: COORDINATION: Fort Walton Beach Medical Center Baker Act Contract Amendment (C13-2043-PS)

DeRita,

This contract is approved for insurance purposes, however there is no proof of insurance in the file. This should be obtained prior to renewal.

Thank you,

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

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**From:** DeRita Mason <[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)>  
**Sent:** Friday, June 19, 2020 10:35 AM  
**To:** 'Parsons, Kerry' <[KParsons@ngn-tally.com](mailto:KParsons@ngn-tally.com)>  
**Cc:** Karen Donaldson <[kdonaldson@myokaloosa.com](mailto:kdonaldson@myokaloosa.com)>; Lisa Price <[lprice@myokaloosa.com](mailto:lprice@myokaloosa.com)>  
**Subject:** FW: COORDINATION: Fort Walton Beach Medical Center Baker Act Contract Amendment (C13-2043-PS)

Please review and approve the attached.

Thank you,

DeRita Mason

**EIGHTH AMENDMENT TO THE MEMORANDUM OF AGREEMENT  
Florida Mental Health Act (Baker Act) Emergency Services  
for Intervention, Assessment and Stabilization Treatment Services between  
Okaloosa County with Fort Walton Beach Medical Center**

**CONTRACT #C13-2043-PS**

This Eighth Amendment to Contract C13-2043-PS dated August 5, 2014, is made and entered into on this 18 day of AUG 2020, between Fort Walton Beach Medical Center, hereinafter referred to as "Provider", and Okaloosa County, hereinafter referred to as "County."

**WHEREAS**, on August 5, 2014, the County and Provider entered into a contract, C13-2043-PS, for the provision of intervention, assessment and stabilization treatment services, which are reimbursable under the Florida Mental Health Act (Baker Act); and

**WHEREAS**, the term of C13-2043-PS is indefinite, however the contract provides for annual consideration for adjustment of reimbursement in accordance with Exhibit A; and

**WHEREAS**, the parties find it necessary to revise Exhibit A to Contract C13-2043-PS to adjust the reimbursement for the period of October 1, 2020, through September 30, 2021; and

**WHEREAS**, the parties wish to amend and renew the contract to add new and updated general services insurance requirements attached hereto as Exhibit B.

**NOW THEREFORE**, in consideration of the mutual covenants herein and other good and valuable consideration, the parties hereby agree to amend Contract C13-2043-PS as follows:

1. Exhibit A of Contract C13-2043-PS is hereby replaced with the attached Exhibit A, which is incorporated herein, for the period beginning October 1, 2020, and will expire on September 30, 2021.
2. C13-2043-PS is hereby amended to add updated general services insurance requirements attached hereto as Exhibit B; and incorporated herein.
3. C13-2043-PS is hereby amended to incorporate the following provision:  
**VENDORS ON SCRUTINIZED COMPANIES LISTS:** By executing this Agreement, the Contractor, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may immediately terminate this Agreement for cause if the Contractor is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the

CONTRACT#: C13-2043-PS  
FT. WALTON BEACH MEDICAL CENTER  
BAKER ACT SERVICES MOA  
EXPIRES: 09/30/2021

Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the Contractor has submitted a false certification, the County will provide written notice to the Contractor. Unless the Contractor demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the Contractor. If the County's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed on the Contractor, and the Contractor will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by Contractor. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified in this Section shall be null and void.

4. All other provisions of the Contract shall remain in full force and effect through the duration of the renewal.

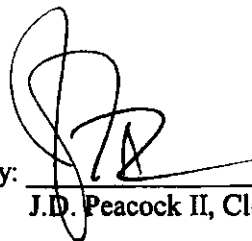
**IN WITNESS WHEREOF**, the parties hereto have executed this renewal and amendment as of the day and year first written.

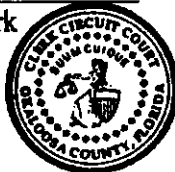
**FORT WALTON BEACH MEDICAL CENTER**

By:   
Mitch Mongell, Chief Executive Officer

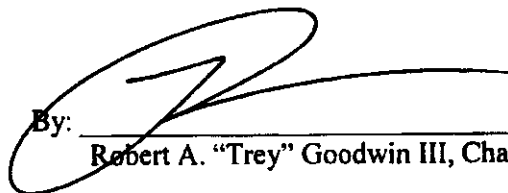
Date: 7/28/2020

**ATTEST:**

By:   
J.D. Peacock II, Clerk



**OKALOOSA COUNTY  
BOARD OF COUNTY COMMISSIONERS**

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



## MEMORANDUM OF AGREEMENT

### Florida Mental Health (Baker Act) Emergency Services for Intervention, Assessment and Stabilization Treatment Services

between

Okaloosa County

with

Fort Walton Beach Medical Center

### EXHIBIT A

<b>Public Safety Emergency Services for: Stabilization Services for Okaloosa County</b>	<b>FY 2021</b>
<b>Current funding not to exceed:</b>	<b>\$286,738.00</b>
Baker Act In-Patient Services: For Crisis Stabilization Unit (CSU) to ensure Public Safety	\$286,738.00
<b>SUBTOTAL</b>	<b>\$286,738.00</b>
<b>TOTAL ANNUAL BOARD OF COUNTY COMMISSIONER FUNDS</b>	<b>\$286,738.00</b>
<i>3.1 Match from State of Florida</i>	

## **EXHIBIT B**

### **GENERAL SERVICES INSURANCE REQUIREMENTS**

REVISED: 08/01/2018

#### **CONTRACTORS INSURANCE**

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. Where applicable, the County shall be shown as an Additional Insured with a Waiver of Subrogation on the Certificate of Insurance.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies (redacted if necessary) of any insurance policies to document the insurance coverage specified in this Agreement.
7. The designation of Contractor shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

## **WORKERS' COMPENSATION INSURANCE**

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.
2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

## **BUSINESS AUTOMOBILE LIABILITY**

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

## **COMMERCIAL GENERAL LIABILITY INSURANCE**

1. The Contractor shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures.
2. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the Contractor shall notify the County representative in writing. The Contractor shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.

3. Commercial General Liability coverage shall include the following:

- 1.) Premises & Operations Liability
- 2.) Bodily Injury and Property Damage Liability
- 3.) Independent Contractors Liability
- 4.) Contractual Liability
- 5.) Products and Completed Operations Liability

4. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

#### **LIMITS OF LIABILITY**

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

	<u><b>LIMIT</b></u>
1. Worker's Compensation	
1.) State	Statutory
2.) Employer's Liability	\$500,000 each accident
2. Business Automobile	\$1,000,000 each accident (A combined single limit)
3. Commercial General Liability	\$1,000,000 each occurrence  for Bodily Injury & Property Damage  \$1,000,000 each occurrence Products and completed operations
4. Personal and Advertising Injury	\$1,000,000 each occurrence



## **NOTICE OF CLAIMS OR LITIGATION**

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

## **INDEMNIFICATION & HOLD HARMLESS**

Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

**Note: For Contractor's convenience, this certification form is enclosed and is made a part of the bid package.**

## **CERTIFICATE OF INSURANCE**

1. Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation; ten (10 days' notice if cancellation is for nonpayment of premium).
3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.

5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer.
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility. In particular, the Contractor shall afford full coverage as specified herein to entities listed as Additional Insured.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

#### **GENERAL TERMS**

Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the Contractor under all the foregoing policies of insurance.

#### **UMBRELLA INSURANCE**

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 11/26/2019

Contract/Lease Control #: C13-2043-PS

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: FT. WALTON BEACH MEDICAL CENTER

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 06/04/2013

Expiration Date: 09/30/2020

Description of Contract/Lease: BAKER ACT SERVICES MOA

Department: PUBLIC SAFETY

Department Monitor: VAUGHN

Monitor's Telephone #: 850-651-7150

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

Closed:

Cc: Finance Department Contracts & Grants Office

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

Procurement/Contract/Lease Number: C13-2043-PS Tracking Number: 348119  
Procurement/Contractor/Lessee Name: Ft Walter Beach Medical Center Grant Funded: YES \_\_\_ NO X  
Purpose: amendment/renewal  
Date/Term: 9-30-20  
Amount: \$500,000  
Department: PS  
Dept. Monitor Name: Vaugh

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

**Purchasing Review**

Procurement or Contract/Lease requirements are met:  
DeRita Mason Date: 8-12-19  
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: 8-29-19  
Risk Manager or designee

**County Attorney Review**

Approved as written: see email attached Date: 8-13-19  
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:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Sent:** Tuesday, August 13, 2019 4:07 PM  
**To:** DeRita Mason; Lynn Hoshihara  
**Cc:** Karen Donaldson  
**Subject:** RE: C13-2043-PS Florida Mental Health Baker Act Amendment/Renewal

The seventh amendment to C13-2043-PS is approved for legal purposes.

**Kerry A. Parsons, Esq.**

**Nabors  
Giblin &  
Nickerson**  
LITIGATORS AT LAW

1500 Mahan Dr. Ste. 200  
Tallahassee, FL 32308  
T. (850) 224-4070  
[kparsons@ngn-tally.com](mailto:kparsons@ngn-tally.com)

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**From:** DeRita Mason <dmason@myokaloosa.com>  
**Sent:** Monday, August 12, 2019 12:19 PM  
**To:** Parsons, Kerry <KParsons@ngn-tally.com>; Lynn Hoshihara <lhoshihara@myokaloosa.com>  
**Cc:** Karen Donaldson <kdonaldson@myokaloosa.com>  
**Subject:** C13-2043-PS Florida Mental Health Baker Act Amendment/Renewal

Please review and approve.

Thank you,

DeRita



DeRita Mason  
Contracts and Lease Coordinator  
Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, Florida 32536  
(850) 689-5960  
[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)

## DeRita Mason

---

**From:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Sent:** Wednesday, August 28, 2019 3:25 PM  
**To:** DeRita Mason  
**Cc:** Karen Donaldson; Lynn Hoshihara  
**Subject:** RE: Vertol Hangar Lease Amendment Two for Coordination

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](mailto:kparsons@ngn-tally.com)

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---

**From:** DeRita Mason <dmason@myokaloosa.com>  
**Sent:** Monday, August 19, 2019 10:45 AM  
**To:** Lynn Hoshihara <lhoshihara@myokaloosa.com>; Parsons, Kerry <KParsons@ngn-tally.com>  
**Cc:** Karen Donaldson <kdonaldson@myokaloosa.com>  
**Subject:** FW: Vertol Hangar Lease Amendment Two for Coordination

Please review and approve.

Thank you,

DeRita



DeRita Mason  
Contracts and Lease Coordinator  
Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, Florida 32536  
(850) 689-5960  
[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)

## DeRita Mason

---

**From:** Karen Donaldson  
**Sent:** Thursday, August 29, 2019 1:11 PM  
**To:** DeRita Mason  
**Subject:** RE: C13-2043-PS Florida Mental Health Baker Act Amendment/Renewal

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](mailto:KDonaldson@myokaloosa.com)



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---

**From:** DeRita Mason <[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)>  
**Sent:** Monday, August 12, 2019 11:19 AM  
**To:** 'Parsons, Kerry' <[KParsons@ngn-tally.com](mailto:KParsons@ngn-tally.com)>; Lynn Hoshihara <[lhoshihara@myokaloosa.com](mailto:lhoshihara@myokaloosa.com)>  
**Cc:** Karen Donaldson <[kdonaldson@myokaloosa.com](mailto:kdonaldson@myokaloosa.com)>  
**Subject:** C13-2043-PS Florida Mental Health Baker Act Amendment/Renewal

Please review and approve.

Thank you,

DeRita

**SEVENTH AMENDMENT TO THE MEMORANDUM OF AGREEMENT  
Florida Mental Health Act (Baker Act) Emergency Services  
for Intervention, Assessment and Stabilization Treatment Services between  
Okaloosa County with Fort Walton Beach Medical Center**

**CONTRACT #C13-2043-PS**

This Seventh Amendment to Contract C13-2043-PS dated August 5, 2014, is made and entered into on this 19th day of November 2019, between Fort Walton Beach Medical Center, hereinafter referred to as "Provider", and Okaloosa County, hereinafter referred to as "County."

**WHEREAS**, on August 5, 2014, the County and Provider entered into a contract, C13-2043-PS, for the provision of intervention, assessment and stabilization treatment services, which are reimbursable under the Florida Mental Health Act (Baker Act); and

**WHEREAS**, the term of C13-2043-PS is indefinite, however the contract provides for annual consideration for adjustment of reimbursement in accordance with Exhibit A; and

**WHEREAS**, the parties find it necessary to revise Exhibit A to Contract C13-2043-PS to adjust the reimbursement for the period of October 1, 2019, through September 30, 2020; and

**WHEREAS**, the parties wish to amend and renew the contract to add new and updated general services insurance requirements attached hereto as Exhibit "B".

**NOW THEREFORE**, in consideration of the mutual covenants herein and other good and valuable consideration, the parties hereby agree to amend Contract C13-2043-PS as follows:

1. Exhibit A of Contract C13-2043-PS is hereby replaced with the attached Exhibit A, which is incorporated herein, for the period beginning October 1, 2019, and will expire on September 30, 2020.
2. C13-2043-PS is hereby amended to add updated general services insurance requirements attached hereto as Exhibit "B"; and incorporated herein.
3. C13-2043-PS is hereby amended to incorporate the following provision:  
**VENDORS ON SCRUTINIZED COMPANIES LISTS:** By executing this Agreement, the Contractor, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may immediately terminate this Agreement for cause if the Contractor is found to have submitted a false certification as to the

**CONTRACT #: C13-2043-PS  
FT. WALTON BEACH MEDICAL CENTER  
BAKER ACT SERVICES  
EXPIRES: 09/30/2020**



above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the Contractor has submitted a false certification, the County will provide written notice to the Contractor. Unless the Contractor demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the Contractor. If the County's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed on the Contractor, and the Contractor will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by Contractor. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified in this Section shall be null and void.

4. All other provisions of the Contract shall remain in full force and effect through the duration of the renewal.

**IN WITNESS WHEREOF**, the parties hereto have executed this renewal and amendment as of the day and year first written.

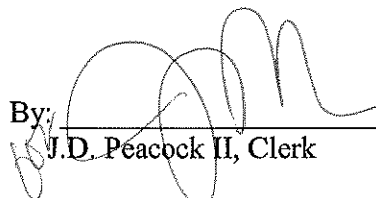
**FORT WALTON BEACH MEDICAL CENTER**

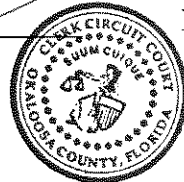
By:   
Mitch Mongell, Chief Executive Officer

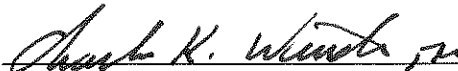
Date: 11/12/19


**ATTEST:**

**OKALOOSA COUNTY  
BOARD OF COUNTY COMMISSIONERS**

By:   
J.D. Peacock II, Clerk



By:   
Charles K. Windes, Jr., Chairman



# MEMORANDUM OF AGREEMENT

**Florida Mental Health (Baker Act) Emergency Services for  
Intervention, Assessment and Stabilization Treatment Services**

**for**

**Okaloosa County**

**with**

**Fort Walton Beach Medical Center**

## EXHIBIT 'A'

<b>Public Safety Emergency Services for: Stabilization Services for Okaloosa County</b>	<b>FY 2020</b>
<b>Current funding not to exceed:</b>	<b>\$286,738.00</b>
Baker Act In-Patient Services: For Crisis Stabilization Unit (CSU) to ensure Public Safety	\$286,738.00
<b>SUBTOTAL</b>	<b>\$286,738.00</b>
<b>TOTAL ANNUAL BOARD OF COUNTY COMMISSIONER FUNDS</b>	<b>\$286,738.00</b>
<i>3.1 Match from State of Florida</i>	

Exhibit "B"

**GENERAL SERVICES INSURANCE REQUIREMENTS**

REVISED: 08/01/2018

**CONTRACTORS INSURANCE**

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. Where applicable, the County shall be shown as an Additional Insured with a Waiver of Subrogation on the Certificate of Insurance.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies (redacted if necessary) of any insurance policies to document the insurance coverage specified in this Agreement.
7. The designation of Contractor shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

## **WORKERS' COMPENSATION INSURANCE**

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.
2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

## **BUSINESS AUTOMOBILE LIABILITY**

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

## **COMMERCIAL GENERAL LIABILITY INSURANCE**

1. The Contractor shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures.
2. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the Contractor shall notify the County representative in writing. The Contractor shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.

3. Commercial General Liability coverage shall include the following:

- 1.) Premises & Operations Liability
- 2.) Bodily Injury and Property Damage Liability
- 3.) Independent Contractors Liability
- 4.) Contractual Liability
- 5.) Products and Completed Operations Liability

4. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

#### **LIMITS OF LIABILITY**

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

	<u><b>LIMIT</b></u>
1. Worker's Compensation	
1.) State	Statutory
2.) Employer's Liability	\$500,000 each accident
2. Business Automobile	\$1,000,000 each accident (A combined single limit)
3. Commercial General Liability	\$1,000,000 each occurrence  for Bodily Injury & Property Damage  \$1,000,000 each occurrence Products and completed operations
4. Personal and Advertising Injury	\$1,000,000 each occurrence

## **NOTICE OF CLAIMS OR LITIGATION**

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

## **INDEMNIFICATION & HOLD HARMLESS**

Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

**Note: For Contractor's convenience, this certification form is enclosed and is made a part of the bid package.**

## **CERTIFICATE OF INSURANCE**

1. Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation; ten (10 days' notice if cancellation is for nonpayment of premium).
3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.

5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer.
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility. In particular, the Contractor shall afford full coverage as specified herein to entities listed as Additional Insured.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

#### **GENERAL TERMS**

Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the Contractor under all the foregoing policies of insurance.

#### **UMBRELLA INSURANCE**

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 08-18-2017

Contract/Lease Control #: C13-2043-PS

Bid #: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: FT. WALTON BEACH MEDICAL CENTER

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 06/04/2013

Expiration Date: 09/30/2018

Description of Contract/Lease: BAKER ACT SERVICES MOA

Department: PS

Department Monitor: HENDERSON

Monitor's Telephone #: 850-651-7150

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

Closed:

Cc: Finance Department Contracts & Grants Office



## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 08-09-2018

Contract/Lease Control #: C13-2043-ps

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: FT. WALTON BEACH MEDICAL CENTER

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 06/04/2013

Expiration Date: 09/330/2019

Description of Contract/Lease: BAKER ACT SERVICES MOA

Department: PS

Department Monitor: VAUGHN

Monitor's Telephone #: 850-651-7150

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

Closed:

Cc: Finance Department Contracts & Grants Office

PROCUREMENT/CONTRACT/LEASE  
INTERNAL COORDINATION SHEET

Procurement/Contract/Lease Number: C13-2043-PS Tracking Number: 3026-18  
Procurement/Contractor/Lessee Name: Ft Walker medical Unit Grant Funded: YES \_\_\_ NO X  
Purpose: Amendment ; Renewal  
Date/Term: 9-30-19 1.  GREATER THAN \$100,000  
Amount: 286,738.00 - annually 2.  GREATER THAN \$50,000  
Department: PS 3.  \$50,000 OR LESS  
Dept. Monitor Name: Voyles

**Purchasing Review**  
Procurement or Contract/Lease requirements are met:  
[Signature] Date: 6-28-18  
Purchasing Manager or designee Jeff Hyde, DeRita Mason

**2CFR Compliance Review (if required)**  
Approved as written: no federal funds  
\_\_\_\_\_  
Grants Coordinator Danielle Garcia Date: \_\_\_\_\_

**Risk Management Review**  
Approved as written:  
[Signature] Date: 6/19/18  
Risk Manager or designee Laura Porter or Krystal King

**County Attorney Review**  
Approved as written: see email attached  
\_\_\_\_\_  
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee Date: 6-29-18

Following Okaloosa County approval:  
**Clerk Finance**  
Document has been received:  
\_\_\_\_\_  
Finance Manager or designee Date: \_\_\_\_\_

## DeRita Mason

---

**From:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Sent:** Thursday, June 28, 2018 8:37 PM  
**To:** DeRita Mason  
**Cc:** Lynn Hoshihara  
**Subject:** RE: Baker Act Amendment C13-205

This amendment is approved for legal purposes.

---

**From:** DeRita Mason [mailto:dmason@myokaloosa.com]  
**Sent:** Thursday, June 28, 2018 4:53 PM  
**To:** Parsons, Kerry  
**Cc:** Lynn Hoshihara  
**Subject:** Baker Act Amendment C13-205

Please review and approve.

Thank you,

DeRita



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

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**SIXTH AMENDMENT TO THE MEMORANDUM OF AGREEMENT  
Florida Mental Health Act (Baker Act) Emergency Services  
for Intervention, Assessment and Stabilization Treatment Services between  
Okaloosa County with Fort Walton Beach Medical Center**

**CONTRACT #C13-2043-PS**

This Sixth Amendment to Contract C13-2043-PS dated August 5, 2014, is made and entered into on this 7th day of August 2018, between Fort Walton Beach Medical Center, hereinafter referred to as "Provider", and Okaloosa County, hereinafter referred to as "County."

**WHEREAS**, on August 5, 2014, the County and Provider entered into a contract, C13-2043-PS, for the provision of intervention, assessment and stabilization treatment services, which are reimbursable under the Florida Mental Health Act (Baker Act); and

**WHEREAS**, the term of C13-2043-PS is indefinite, however the contract provides for annual consideration for adjustment of reimbursement in accordance with Exhibit A; and

**WHEREAS**, the parties find it necessary to revise Exhibit A to Contract C13-2043-PS to adjust the reimbursement for the period of October 1, 2018 through September 30, 2019; and

**WHEREAS**, the County, as a recipient of federal assistance, is required to incorporate specific provisions in all contracts, regardless of funding source, with additional provisions being required for federally funded projects. These provisions are being incorporated per this amendment as listed as Exhibit "B"; and

**WHEREAS**, the parties wish to amend and renew the contract to add new and updated general services insurance requirements attached hereto as Exhibit "C".

**NOW THEREFORE**, in consideration of the mutual covenants herein and other good and valuable consideration, the parties hereby agree to amend Contract C13-2043-PS as follows:

1. Exhibit A of Contract C13-2043-PS is hereby replaced with the attached Exhibit A, which is incorporated herein, for the period beginning October 1, 2018 and will expire on September 30, 2019.
2. Contractor agrees to comply with all federal regulations, including, but not limited to "Exhibit "B".
3. C13-2043-PS is hereby amended to add updated general services insurance requirements attached hereto as Exhibit "C"; and incorporated herein.

**Contract # C13-2043-PS  
FT. WALTON BEACH MEDICAL CENTER  
BAKER ACT SERVICES  
EXPIRES: 09/30/2019**

4. All other provisions of the Contract shall remain in full force and effect through the duration of the renewal.

**IN WITNESS WHEREOF**, the parties hereto have executed this renewal and amendment as of the day and year first written.

**FORT WALTON BEACH MEDICAL CENTER**

By:   
Mitch Mongell, Chief Executive Officer

Date: ~~7/11/18~~ 8/7/18 

**ATTEST:**

**OKALOOSA COUNTY  
BOARD OF COUNTY COMMISSIONERS**

By:   
J.D. Peacock II, Clerk 

By:   
Graham W. Fountain, Chairman 

# MEMORANDUM OF AGREEMENT

**Florida Mental Health (Baker Act) Emergency Services for  
Intervention, Assessment and Stabilization Treatment Services**

**for**

**Okaloosa County**

**with**

**Fort Walton Beach Medical Center**

## EXHIBIT 'A'

<b>Public Safety Emergency Services for: Stabilization Services for Okaloosa County</b>	<b>FY 2019</b>
<b>Current funding not to exceed:</b>	\$286,738.00
Baker Act In-Patient Services: For Crisis Stabilization Unit (CSU) to ensure Public Safety	\$286,738.00
<b>SUBTOTAL</b>	<b>\$286,738.00</b>
<b>TOTAL ANNUAL BOARD OF COUNTY COMMISSIONER FUNDS</b>	<b>\$286,738.00</b>
<i>3.1 Match from State of Florida</i>	

## Exhibit "B"

### Title VI Clauses for Compliance with Nondiscrimination Requirements

#### Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

#### **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

##### **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the



Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

#### **FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

#### **OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910).

Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

### **E-VERIFY**

Enrollment and verification requirements.

- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall-
  - a. Enroll. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of contract award;
  - b. Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); and,
  - c. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of
  - a. All new employees.
    - i. Enrolled ninety (90) calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
    - b. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or

ii. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)

- (3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State of local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of-
- i. Enrollment in the E-Verify program; or
  - ii. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.
- i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor, will be referred to a suspension or debarment official.
  - ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.
  - iii. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee-

- (a) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
- (b) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
- (c) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12. Policy for a Common Identification Standard for Federal Employees and Contractors.

Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph € (appropriately modified for identification of the parties in each subcontract that-

- (1) Is for-(i) Commercial and noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or  
(ii) Construction;
- (2) Has a value of more than \$3,500; and
- (3) Includes work performed in the United States.

EXHIBIT "C"

**GENERAL SERVICES INSURANCE REQUIREMENTS**

REVISED: 02/8/2018

**CONTRACTORS INSURANCE**

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. Where applicable, the County shall be shown as an Additional Insured with a Waiver of Subrogation on the Certificate of Insurance.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies of any insurance policies to document the insurance coverage specified in this Agreement.
7. The designation of Contractor shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

## **WORKERS' COMPENSATION INSURANCE**

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.
2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

## **BUSINESS AUTOMOBILE LIABILITY**

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

## **COMMERCIAL GENERAL LIABILITY INSURANCE**

1. The Contractor shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures.
2. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the Contractor shall notify the County representative in writing. The Contractor shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.

3. Commercial General Liability coverage shall include the following:
  - 1.) Premises & Operations Liability
  - 2.) Bodily Injury and Property Damage Liability
  - 3.) Independent Contractors Liability
  - 4.) Contractual Liability
  - 5.) Products and Completed Operations Liability
4. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

**PROFESSIONAL LIABILITY and/or ERRORS AND OMISSIONS LIABILITY**

Coverage must be afforded for Wrongful Acts. Contractor must keep insurance in force until the third anniversary of expiration of this agreement or the third anniversary of acceptance of work by the County.

**LIMITS OF LIABILITY**

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer’s liability with limits as prescribed in this contract:

		<u><b>LIMIT</b></u>
1.	Worker’s Compensation	
	1.) State	Statutory
	2.) Employer’s Liability	\$500,000 each accident
2.	Business Automobile	\$1M each accident (A combined single limit)
3.	Commercial General Liability	\$1M each occurrence
		for Bodily Injury & Property Damage
		\$1M each occurrence Products and completed operations

4. Personal and Advertising Injury

\$1M each occurrence

#### **NOTICE OF CLAIMS OR LITIGATION**

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

#### **INDEMNIFICATION & HOLD HARMLESS**

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

**Note: For Contractor's convenience, this certification form is enclosed and is made a part of the bid package.**

#### **CERTIFICATE OF INSURANCE**

1. Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium).
3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.



5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer. County reserves the right to approve or reject any deductible/SIR above \$10,000. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs).
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility. In particular, the Contractor shall afford full coverage as specified herein to entities listed as Additional Insured.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR. Specific written approval from Okaloosa County will only be provided upon demonstration that the Contractor has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.

#### **GENERAL TERMS**

Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the Contractor under all the foregoing policies of insurance.

## **UMBRELLA INSURANCE**

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.

## CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: <u>C13-2043-PS</u>	Tracking Number: <u>2269-17</u>
Contractor/Lessee Name: <u>FWB medical Cont</u>	Grant Funded: YES ___ NO ___
Purpose: <u>amendment 5th</u>	
Date/Term: <u>9-30-18</u>	1. <input type="checkbox"/> GREATER THAN \$50,000
Amount: <u>\$286,738.04</u>	2. <input type="checkbox"/> GREATER THAN \$25,000
Department: <u>PS</u>	3. <input type="checkbox"/> \$25,000 OR LESS
Dept. Monitor Name: <u>Henderson</u>	
Document has been reviewed and includes any attachments or exhibits.	

<b>Purchasing Review</b>	
Procurement requirements are met:	
<u>DeRita Mason</u> Purchasing Director or designee	Date: <u>6-20-17</u> Greg Kisela, Charles Powell, DeRita Mason, Matthew Young

<b>Risk Management Review</b>	
Approved as written:	
<u>Krystal King</u> Risk Manager or designee	Date: <u>6-28-17</u> Laura Porter or Krystal King

<b>County Attorney Review</b>	
Approved as written:	
<u>See email attached</u> County Attorney	Date: <u>7-5-17</u> Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

<b>Contracts &amp; Grants</b>	
Document has been received:	
_____ Contracts & Grants Manager	Date: _____

## DeRita Mason

---

**From:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Sent:** Wednesday, July 05, 2017 10:04 AM  
**To:** DeRita Mason  
**Cc:** Lynn Hoshihara  
**Subject:** RE: Update: For Coordination: FWBMC BAKER ACT AMENDMENT 5 (2017-2018)\_070317

Good Morning DeRita:

This is approved for legal purposes.

---

**From:** DeRita Mason [mailto:dmason@co.okaloosa.fl.us]  
**Sent:** Wednesday, July 05, 2017 10:32 AM  
**To:** Parsons, Kerry  
**Cc:** Lynn Hoshihara  
**Subject:** RE: Update: For Coordination: FWBMC BAKER ACT AMENDMENT 5 (2017-2018)\_070317

Here is the revised amendment.

Thanks,

DeRita

---

**From:** Parsons, Kerry [mailto:KParsons@ngn-tally.com]  
**Sent:** Wednesday, July 05, 2017 8:55 AM  
**To:** DeRita Mason <dmason@co.okaloosa.fl.us>  
**Cc:** Lynn Hoshihara <lhoshihara@co.okaloosa.fl.us>  
**Subject:** RE: Update: For Coordination: FWBMC BAKER ACT AMENDMENT 5 (2017-2018)\_070317

Good Morning DeRita:

Attached please find my revisions. The public records language was added last year in Amendment No. 4 so it does not need to be added again.

Let me know if you have any questions,  
Kerry

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**From:** DeRita Mason [mailto:dmason@co.okaloosa.fl.us]  
**Sent:** Monday, July 03, 2017 3:13 PM  
**To:** Parsons, Kerry  
**Cc:** Lynn Hoshihara  
**Subject:** FW: Update: For Coordination: FWBMC BAKER ACT AMENDMENT 5 (2017-2018)\_070317

Please see below. I believe you have the amendment to review already.

---

**From:** Tracey Vause  
**Sent:** Monday, July 03, 2017 1:56 PM  
**To:** DeRita Mason <dmason@co.okaloosa.fl.us>; Charles Powell <cpowell@co.okaloosa.fl.us>; Laura Porter

**FIFTH AMENDMENT TO THE  
MEMORANDUM OF AGREEMENT**

**Florida Mental Health Act (Baker Act) Emergency Services  
for Intervention, Assessment and Stabilization Treatment Services  
between Okaloosa County and Fort Walton Beach Medical Center**

**CONTRACT #C13-2043-PS**

This Fifth Amendment Contract C13-2043-PS dated August 5, 2014 is made and entered into on this 16th day of August 2017, by and between Fort Walton Beach Medical Center, hereinafter referred to as "Provider", and Okaloosa County, hereinafter referred to as "Contractor" or "County."

**WHEREAS**, on August 5, 2014, the County and Provider entered into a contract, C13-2043-PS, for the provision of intervention, assessment and stabilization treatment services, which are reimbursable under the Florida Mental Health Act (Baker Act); and

**WHEREAS**, the term of C13-2043-PS is indefinite, however the contract provides for annual consideration for adjustment of reimbursement in accordance with Exhibit A; and

**WHEREAS**, the parties find it necessary to revise Exhibit A to Contract C13-2043-PS to adjust the reimbursement for the period of October 1, 2017 through September 30, 2018; and

**WHEREAS**, the parties amended the Contract C13-2043-PS in 2016 to include language in the Contract pertaining to Public Records as has recently been amended by the Florida Legislature in the 2016 Laws of Florida chapter 20.

**NOW THEREFORE**, in consideration of the mutual covenants herein and other good and valuable consideration, the parties hereby agree to amend C13-2043-PS as follows:

1. Exhibit A of C13-2043-PS is hereby replaced with the attached Exhibit A, which is incorporated herein, for the period beginning October 1, 2017 and will expire September 30, 2018.

2. **Public Records:**

**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 ROAD**

**Contract # C13-2043-PS  
FT WALTON BEACH MEDICAL CENTER  
BAKER ACT SERVICES MOA  
EXPIRES: 09/30/2018**

**CRESTVIEW, FL 32536 PHONE: (850) 689-5977**  
**riskinfo@co.okaloosa.fl.us.**

Provider must comply with the public records laws, Florida Statute chapter 119, specifically Provider must:

- a. Keep and maintain public records required by the County to perform the service.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Provider does not transfer the records to the County.
- d. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Provider or keep and maintain public records required by the County to perform the service. If the Provider transfers all public records to the public agency upon completion of the contract, the Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Provider keeps and maintains public records upon completion of the contract, the Provider shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

3. All other provisions of the Contract shall remain in full force and effect through the duration of the renewal.

**(INTENTIONALLY LEFT BLANK)**

**IN WITNESS WHEREOF**, the parties hereto have executed this renewal and amendment as of the day and year first written.

ATTEST/WITNESS:

FORT WALTON BEACH MEDICAL CENTER

Chris Lavigne  
Witness Signature

By: Mongell  
Mitch Mongell, Chief Executive Officer

Chris Lavigne  
Printed Name

Date: 7/31/17

ATTEST:

OKALOOSA COUNTY  
BOARD OF COUNTY COMMISSIONERS

By: J.D. Peacock II  
J.D. Peacock II, Clerk



By: Carolyn N. Ketchel  
Carolyn N. Ketchel, Chairman



# MEMORANDUM OF AGREEMENT

**Florida Mental Health (Baker Act) Emergency Services for  
Intervention, Assessment and Stabilization Treatment Services**

**for**

**Okaloosa County**

**with**

**Fort Walton Beach Medical Center**

## EXHIBIT 'A'

<b>Public Safety Emergency Services for: Stabilization Services for Okaloosa County</b>	<b>FY 2018</b>
<b>Current funding not to exceed:</b>	\$286,738.04
Baker Act In-Patient Services: For Crisis Stabilization Unit (CSU) to ensure Public Safety	\$286,738.04
<b>SUBTOTAL</b>	\$286,738.04
<b>TOTAL ANNUAL BOARD OF COUNTY COMMISSIONER FUNDS</b>	\$286,738.04
<i>3.1 Match from State of Florida</i>	



**FOURTH AMENDMENT TO THE  
MEMORANDUM OF AGREEMENT  
Florida Mental Health Act (Baker Act) Emergency Services  
for Intervention, Assessment and Stabilization Treatment Services  
between Okaloosa County with Fort Walton Beach Medical Center  
CONTRACT #C13-2043-PS**

This fourth amendment Contract C13-2043-PS dated August 5, 2014 is made and entered into on this 8<sup>th</sup> day of September 2016, by and between Fort Walton Beach Medical Center, hereinafter referred to as "Provider", and Okaloosa County, hereinafter referred to as "Contractor" or "County."

**WHEREAS**, on August 5, 2014, the County and Provider entered into a contract, C13-2043-PS, for the provision of intervention, assessment and stabilization treatment services, which are reimbursable under the Florida Mental Health Act (Baker Act); and

**WHEREAS**, the term of C13-2043-PS is indefinite, however the contract provides for annual consideration for adjustment of reimbursement in accordance with Exhibit A; and

**WHEREAS**, the parties find it necessary to revise Exhibit A to Contract C13-2043-PS to adjust the reimbursement for the period of October 1, 2016 through September 30, 2017; and

**WHEREAS**, the parties now desire to amend the Contract C13-2043-PS to include language in the Contract pertaining to Public Records as has recently been amended by the Florida Legislature in the 2016 Laws of Florida chapter 20.

**NOW THEREFORE**, in consideration of the mutual covenants herein and other good and valuable consideration, the parties hereby agree to amend C13-2043-PS as follows:

1. Exhibit A of C13-2043-PS is hereby replaced with the attached Exhibit A, which is incorporated herein, for the period beginning October 1, 2016 and will expire September 30, 2017.
2. C13-2043-PS is hereby amended to include the following new provision:

**5. Public Records:**

**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 ROAD  
CRESTVIEW, FL 32536 PHONE: (850) 689-5977  
riskinfo@co.okaloosa.fl.us.**

Provider must comply with the public records laws, Florida Statute chapter 119, specifically Provider must:

- a. Keep and maintain public records required by the County to perform the service.
  - b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
  - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Provider does not transfer the records to the County.
  - d. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Provider or keep and maintain public records required by the County to perform the service. If the Provider transfers all public records to the public agency upon completion of the contract, the Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Provider keeps and maintains public records upon completion of the contract, the Provider shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
3. All other provisions of the Contract shall remain in full force and effect through the duration of the renewal.

**(INTENTIONALLY LEFT BLANK)**

IN WITNESS WHEREOF, the parties hereto have executed this renewal and amendment as of the day and year first written.

ATTEST/WITNESS:

FORT WALTON BEACH MEDICAL CENTER

Vicki Tarro  
Witness Signature


By: Mitch Mongell  
Mitch Mongell, Chief Executive Officer

Vicki Tarro  
Printed Name

Date: 7/12/14

OKALOOSA COUNTY  
BOARD OF COUNTY COMMISSIONERS

By: Charles K. Windes, Jr.  
Charles K. Windes, Jr., Chairman



ATTEST:

By: J.D. Peacock II  
J.D. Peacock II, Clerk



# MEMORANDUM OF AGREEMENT

**Florida Mental Health (Baker Act) Emergency Services for  
Intervention, Assessment and Stabilization Treatment Services**

**for**

**Okaloosa County**

**with**

**Fort Walton Beach Medical Center**

## EXHIBIT 'A'

<b>Public Safety Emergency Services for: Stabilization Services for Okaloosa County</b>	<b>FY 2017</b>
<b>Current funding not to exceed:</b>	\$266,738.04
Baker Act In-Patient Services: For Crisis Stabilization Unit (CSU) to ensure Public Safety	\$266,738.04
<b>SUBTOTAL</b>	<b>\$266,738.04</b>
<b>TOTAL ANNUAL BOARD OF COUNTY COMMISSIONER FUNDS</b>	<b>\$266,738.04</b>
<i>3.1 Match from State of Florida</i>	

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: JUNE 19, 2013

Contract/Lease Control #: C13-2043-PS

Bid #: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: FORT WALTON BEACH MEDICAL CENTER

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 06/04/2013

Term: INDEFINITE

Description of Contract/Lease: BAKER ACT SERVICES MOA

Department: PS

Department Monitor: DINO VILLANI

Monitor's Telephone #: 850-651-7150

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

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

cc: Finance Department Contracts & Grants Office

<sup>3</sup>  
**AMENDMENT 1 TO BAKER ACT SERVICES  
MEMORANDUM OF AGREEMENT**

**CONTRACT #C13-2043-PS**

This amendment made and entered into on this 4th day of August 2015, applies to the "Baker Act Services" agreement dated August 5, 2014, by and between Fort Walton Beach Medical Center, hereinafter referred to as "Provider", and Okaloosa County, hereinafter referred to as "Contractor" or "County."

In accordance with Section 3 a. of the Memorandum of Agreement between the parties as referenced above, Exhibit A (budget) of the contract is replaced with the attached revision changing the Fiscal Year to 2016 effective October 1, 2015 through September 30, 2016.

**ATTEST/WITNESS:**

**FORT WALTON BEACH MEDICAL CENTER**

Vicky Tarro  
Witness Signature

By: Mitch Mongell  
Mitch Mongell, Chief Executive Officer

Vicky Tarro  
Printed Name

Date: 7/15/15

**OKALOOSA COUNTY**

By: Nathan D. Boyles  
Nathan D. Boyles, Chairman



**ATTEST:**

**Gary Stanford  
Deputy Clerk of Circuit Court**

By: Gary J. Stanford



**CONTRACT # C13-2043-PS  
FORT WALTON BEACH MEDICAL CENTER  
BAKER ACT SERVICES MOA  
EXPIRES: INDEFINITE**

# MEMORANDUM OF AGREEMENT

**Florida Mental Health (Baker Act) Emergency Services for  
Intervention, Assessment and Stabilization Treatment Services**

**for**

**Okaloosa County**

**with**

**Fort Walton Beach Medical Center**

## EXHIBIT 'A'

<b>Public Safety Emergency Services for: Stabilization Services for Okaloosa County</b>	<b>FY 2016</b>
<b>Current funding not to exceed:</b>	\$266,738.04
Baker Act In-Patient Services: For Crisis Stabilization Unit (CSU) to ensure Public Safety	\$266,738.04
<b>SUBTOTAL</b>	<b>\$266,738.04</b>
<b>TOTAL ANNUAL BOARD OF COUNTY COMMISSIONER FUNDS</b>	<b>\$266,738.04</b>
<i>3.1 Match from State of Florida</i>	



Print this Page



**Okaloosa County  
Florida**

**Action Item  
4662**

**[PUR] Request Board approval to correct Amendment 1 of Baker Act Services by changing it to Amendment 3. (C13-2043-PS).(District: All)**

Information

<b>Department:</b>	Purchasing	<b>Sponsors:</b>
<b>Category:</b>	Approval	

Attachments

[Printout  
Amendment To Be Edited](#)

Body

**STATEMENT OF ISSUE:** Request Board approval to correct Baker Act Services amendment by changing "Amendment 1" to "Amendment 3." (C13-2043-PS).

**BACKGROUND & ANALYSIS:** On August 4, 2015, the Baker Act Services Memorandum of Agreement was brought before the Board as Amendment 1. However, this should have been listed as Amendment 3. Request authorization that Amendment 1 be changed to Amendment 3 on all documents approved by the Board and signed by the Chairman. All other terms and conditions of the amendment and contract remain in effect.

**OPTIONS:** Approve/Deny the change of the Baker Act Services Amendment 1 to Amendment 3 on all documents approved by the Board and signed by the Chairman.

**RECOMMENDATION:** Staff recommends approval to change Baker Act Services "Amendment 1" to "Amendment 3" on all documents approved by the Board and signed by the Chairman.

Public Discussion

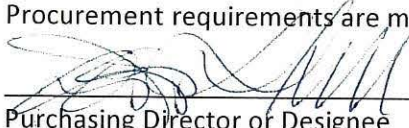
[Add Comment](#)

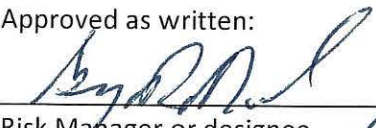
Powered by [Accela](#) - Legislative Management

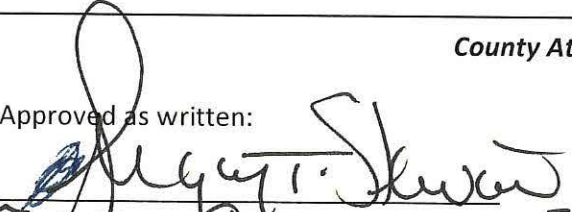


# CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: C13-2043-PS Tracking Number: 1006 14  
Contractor/Lessee Name: FWBmc Grant Funded: YES \_\_\_ NO X  
Purpose: MOA  
Date/Term: 10/1/14 - Indefinite 1.  GREATER THAN \$50,000  
Amount: \$266,738.04 (P83) 2.  GREATER THAN \$25,000  
Department: PS 3.  \$25,000 OR LESS  
Dept. Monitor Name: Villani / Huber  
Document has been reviewed and includes any attachments or exhibits.

**Purchasing Review**  
Procurement requirements are met:  
  
Purchasing Director or Designee Joanne Kubicki Date: 6/26/14

**Risk Management Review**  
Approved as written:  
  
Risk Manager or designee Gary R Real Date: 6/26/14

**County Attorney Review**  
Approved as written:  
  
County Attorney Gregory T. Stewart Date: 6-30-14  
*Interim*

Following Okaloosa County approval:  
**Contracts & Grants**  
Document has been received:  
\_\_\_\_\_  
Contracts & Grants Manager Date: \_\_\_\_\_

to Michelle 6/30/14

## MEMORANDUM OF AGREEMENT

**Florida Mental Health (Baker Act) Emergency Services for  
Intervention, Assessment and Stabilization Treatment Services  
for  
Okaloosa County  
with  
Fort Walton Beach Medical Center**

This agreement ("Agreement") is entered into on this 5<sup>th</sup> day of August 2014, by and between Fort Walton Beach Medical Center, hereinafter referred to as "Provider", and Okaloosa County, hereinafter referred to as "Contractor" or "County."

For and in consideration of the mutual undertaking, agreements and annual funding set forth in Exhibit A attached hereto, the Provider and Contractor agree as follows:

1. The Provider agrees:

- a. To determine eligibility for individuals seeking emergency stabilization services brought to the attention of Fort Walton Beach Medical Center which are reimbursable under the Florida Mental Health Act (Baker Act) (hereinafter, "Client" or "Clients").
- b. To provide crisis stabilization services of Clients in the Crisis Stabilization Unit (CSU) at Fort Walton Beach Medical Center and determine eligibility for appropriate admissions for Okaloosa County residents.
- c. To provide services to Clients to receive reimbursement pursuant to this agreement; to ensure compliance with all the applicable administrative rules and regulations of the Department of Children and Families (hereinafter called "Department").
- d. To inform all Clients as to their eligibility status and their rights to a fair hearing regarding their eligibility pursuant to Department regulations.
- e. To encourage Clients to contribute toward the cost of their care.
- f. To comply with all provisions of the Florida Mental Health Act (Baker Act), Chapter 394, Part 1, Florida Statutes, Florida Administrative Codes, 65E-2, 65E-5, 65E-12, 65E-13 and 65E-14, and Department rules and regulations, guidelines, and instructions for compensation for provision of services.
- g. To provide services in the same manner and with the same availability as services are rendered to other patients of Provider. Provider shall not discriminate against any Client in the provision of services hereunder, whether on the basis of the Client's age, gender, race, color, religion, origin, sexual orientation, disability, health status, source of

**CONTRACT # C13-2043-PS  
FORT WALTON BEACH MEDICAL CENTER  
BAKER ACT SERVICES MOA  
EXPIRES: INDEFINITE**

payment, utilization of medical or mental health services or supplies or other unlawful basis including, without limitation, the existence of a grievance by the Client against Provider. Provider agrees to provide medical services to Clients in accordance with the prevailing practices and standards of the profession and the community.

- h. To comply with Florida pharmaceutical rules and regulations as specified in Chapter 465, Florida Statutes.
  - i. To comply with all Departmental licensing standards, applicable accrediting standards and Agency for Health Care Administration (AHCA) standards and criteria established by the Department and made known to the Provider.
  - j. To submit an invoice within ten (10) business days of the beginning of each month for that month's service provision. The invoice submitted each month shall be equal to one twelfth (1/12) of the agreed upon contract amount for Provider's services set forth in Exhibit A. To submit a monthly Client census report within fifteen (15) business days of the Provider's financial month end close procedure. To submit a quarter Client census report within fifteen (15) business days of the end of each quarter. The contents of the Client census reports will be agreed upon between Ernie Padgett, County Administrator for Okaloosa County, or his designee, and Mitch Mongell, Chief Executive Officer, Fort Walton Beach Medical Center, or his designee. The invoice and reports will be submitted to the address in Notice, Section 4 of this Agreement.
  - k. To retain all financial records, supporting documents, statistical records, client records and any other documents pertinent to this agreement for a period of five years after final payment, or if an audit has been initiated during the period and the findings have not been resolved at the end of the five years, the records shall be retained until resolution of the audit findings.
  - l. Not to transfer its responsibility under this agreement.
  - m. To maintain one (1) million/three (3) million liability insurance coverage at all times during the life of this agreement and provide a copy to the County Purchasing Department for file.
  - n. To act as an independent contractor and not as an employee of the County and to hold the County harmless from all claims, suites, judgments or damages arising from the Provider's negligent acts during the operation of this agreement.
  - o. To be liable for and indemnify, defend, and hold the County harmless from all claims, suits, judgments or damages arising from the Provider's negligent acts during the operation of this agreement.
2. The Contractor agrees:
- a. To submit payment to Provider at the address in Section 4 within thirty (30) days after receipt of monthly billings from the Provider.

- b. To consider requests from Provider for adjustment to reimbursement for services submitted by April 1 of each year. All adjustments will be subject to Board of Commissioners approval.
  - c. To act as an independent entity and not as an employer of the Provider and to hold the Provider harmless from all claims, suits, judgments or damages arising from the County's negligent acts during the operation of this agreement to the extent of the waiver of sovereign immunity specified in Section 768.28(5), Florida Statutes.
  - d. To be liable for and indemnify, defend, and hold the Provider harmless from all claims, suits judgments or damages arising from the County's negligent acts during the operation of this agreement to the extent of the waiver of sovereign immunity specified in Section 768.28(5), Florida Statutes.
3. The Contractor and Provider mutually agree that:
- a. Except as provided in Section 3.(d)., this agreement shall become effective on October 1, 2014, and shall continue in effect indefinitely unless changes are required by state statute. Exhibit A (Budget) will be replaced annually with current and mutually approved budget figures.
  - b. Any alterations, variations, modifications, or waivers of provisions of this agreement shall only be valid when they have been reduced to writing, duly signed by both the Provider and the Contractor and attached to this agreement.
  - c. Services provided under the terms of this agreement apply only to eligible clients who reside in Okaloosa County.
  - d. This agreement, or part of this agreement, may be terminated by either party, at any time, with or without cause, upon no less than ninety (90) days notice, in writing to the other party. Said notice shall be delivered in accordance with Section 4.
  - e. This agreement contains all terms and conditions agreed upon by the parties. No other agreement, or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties hereto.

4. Notice:

When any notice, demand or request is required or permitted hereunder, that notice, demand or request shall be either hand-delivered or sent by United States Mail, registered or certified, postage prepaid, or delivered via overnight courier to the addresses below or to any other address that either party may specify by notice to the other party. Notice of a change of address shall be effective when received by the other party. A notice shall be deemed received upon hand delivery, three days after posting in United States Mail or one day after dispatch by overnight courier.

To County:

Dino J. Villani, Director  
Okaloosa County Public Safety  
90 College Boulevard East  
Niceville, FL 32578

To Provider:

Fort Walton Beach Medical Center  
Attn: Mitch Mongell, CEO  
1000 Mar-Walt Drive  
Ft. Walton Beach, FL 32547

ATTEST/WITNESS:

FORT WALTON BEACH MEDICAL CENTER

Witness Signature

*Jeffrey S. Moore, CEO*

By:

*Mitch Mongell*  
Mitch Mongell, Chief Executive Officer

Date:

*7/16/14*

ATTEST:

OKALOOSA COUNTY by and through its  
BOARD OF COUNTY COMMISSIONERS

By:

*Gary A. Stanford*  
Gary Stanford  
Deputy Clerk of Circuit Court



By:

*Charles K. Windes, Jr.*  
Charles K. Windes, Jr., Chairman



# MEMORANDUM OF AGREEMENT

**Florida Mental Health (Baker Act) Emergency Services for  
Intervention, Assessment and Stabilization Treatment Services**

**for**

**Okaloosa County**

**with**

**Fort Walton Beach Medical Center**

## EXHIBIT 'A'

<b>Public Safety Emergency Services for: Stabilization Services for Okaloosa County</b>	<b>FY 2015</b>
<b>Current funding not to exceed:</b>	\$266,738.04
Baker Act In-Patient Services: For Crisis Stabilization Unit (CSU) to ensure Public Safety	\$266,738.04
<b>SUBTOTAL</b>	<b>\$266,738.04</b>
<b>TOTAL ANNUAL BOARD OF COUNTY COMMISSIONER FUNDS</b>	<b>\$266,738.04</b>
<i>3.1 Match from State of Florida</i>	

RECEIVED AUG 08 2013

### CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: C13-2043-PS Tracking Number: 701-13

Contractor/Lessee Name: FORT WALTON BEACH MEDICAL CTR Grant Funded: YES \_\_\_ NO

Purpose: Amendment #1 to Baker Hct Services

Date/Term: Indefinite

Amount: 197,115.00

Department: Public Safety

Dept. Monitor Name: D. Villani / M. Huber

1.  GREATER THAN \$50,000  
 2.  GREATER THAN \$25,000  
 3.  \$25,000 OR LESS

Document has been reviewed and includes any attachments or exhibits.

Purchasing Review

Procurement requirements are met:

[Signature] Date: 8/8/13

Purchasing Director or designee

Risk Management Review

Approved as written:

[Signature] Date: 8/12/13

Risk Manager or designee

County Attorney Review

Approved as written:

[Signature] Date: 8/21/13

County Attorney

Following Okaloosa County approval:

Contracts & Grants

Document has been received:

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

Contracts & Grants Manager

**AMENDMENT 1 TO BAKER ACT SERVICES  
MEMORANDUM OF AGREEMENT**

**CONTRACT #C13-2043-PS**


This amendment made and entered into on this 17<sup>th</sup> day of September 2013, applies to the "Baker Act Services" agreement dated June 4, 2013, by and between Fort Walton Beach Medical Center, hereinafter referred to as "Provider", and Okaloosa County, hereinafter referred to as "Contractor" or "County."

Exhibit A of the contract is replaced with the attached revision changing the Fiscal Year to 2014.

**ATTEST/WITNESS:**

**FORT WALTON BEACH MEDICAL CENTER**

Witness Signature

By:   
Mitch Mongell, Chief Executive Officer

Date: 9/14/13

**OKALOOSA COUNTY by and through its  
BOARD OF COUNTY COMMISSIONERS**

By:   
Don R. Amunds, Chairman



**ATTEST:**

**Gary Stanford  
Deputy Clerk of Circuit Court**

By: 



**APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY:**

  
John Dowd, County Attorney



# MEMORANDUM OF AGREEMENT

**Florida Mental Health (Baker Act) Emergency Services for  
Intervention, Assessment and Stabilization Treatment Services**

**for**

**Okaloosa County**

**with**

**Fort Walton Beach Medical Center**

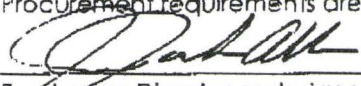
## EXHIBIT 'A'

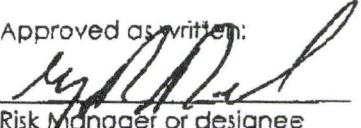
<b>Public Safety Emergency Services for: Stabilization Services for Okaloosa County</b>	<b>FY 2014</b>
<b>Current funding not to exceed:</b>	\$197,115.00
Baker Act In-Patient Services: For Crisis Stabilization Unit (CSU) to ensure Public Safety	\$197,115.00
<b>SUBTOTAL</b>	<b>\$197,115.00</b>
<b>TOTAL ANNUAL BOARD OF COUNTY COMMISSIONER FUNDS</b>	<b>\$197,115.00</b>
<i>3.1 Match from State of Florida</i>	

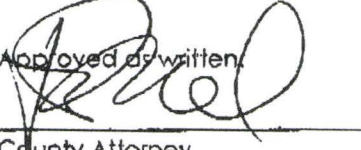
*e-mailed to Michelle 5/28*

### CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: <u>C13-2043-PS</u>	Tracking Number: <u>625-13</u>
Contractor/Lessee Name: <u>Et. Walton Beh. Medical Center</u>	Grant Funded: YES ___ NO <input checked="" type="checkbox"/>
Purpose: <u>County Baker Act Services</u>	
Date/Term: <u>Indefinite</u>	1. <input checked="" type="checkbox"/> GREATER THAN \$50,000
Amount: <u>\$183,813.80</u>	2. <input type="checkbox"/> GREATER THAN \$25,000
Department: <u>Public Safety</u>	3. <input type="checkbox"/> \$25,000 OR LESS
Dept. Monitor Name: <u>D. Villani / M. Huber</u>	
Document has been reviewed and includes any attachments or exhibits.	

<b>Purchasing Review</b>	
Procurement requirements are met:	
	Date: <u>5/21/13</u>
Purchasing Director or designee	

<b>Risk Management Review</b>	
Approved as written:	
	Date: <u>5/22/13</u>
Risk Manager or designee	<i>2D on page 3 I don't like the broad language - indemnity and hold harmless</i>

<b>County Attorney Review</b>	
Approved as written:	
	Date: <u>5/27/13</u>
County Attorney	<i>Change Administrator ON PAGE 2 (K.)</i>

Following Okaloosa County approval:

<b>Contracts &amp; Grants</b>	
Document has been received:	
_____	Date: _____
Contracts & Grants Manager	



**BOARD OF COUNTY COMMISSIONERS  
AGENDA REQUEST**

**DATE:** June 4, 2013  
**TO:** Honorable Chairman and Members of the Board  
**FROM:** Dino J. Villani  
**SUBJECT:** Baker Act Screening and Crisis Stabilization Unit Services  
**DEPARTMENT:** Public Safety  
**BCC DISTRICT:** All

---

**STATEMENT OF ISSUE:** The County currently has an agreement with Bridgeway Center, Inc., for Intervention, Assessment and Stabilization Treatment Services. This includes the Baker Act screening, the operation of a Crisis Stabilization Unit (CSU) and "wrap around" services to help avoid patients being placed in the CSU. In a letter dated January 28th, Bridgeway sent its required 60 days notice to the County of their intent to discontinue providing these services.

**BACKGROUND:** This agreement was updated in 2004 and is amended each year as funding is provided in the County's budget to continue to provide some of these required and important services to the County's indigent population. Total budgeted costs for these services for FY 2013 is \$197,115 for the Baker Act Inpatient Services and Crisis Stabilization Unit, and \$244,043 for the "wrap around services."

Fort Walton Beach Medical Center expressed interest in taking over providing these services at the same funding level; however, at this time they are only able to provide the Baker Act Screening and operate a Crisis Stabilization Unit. We are currently analyzing which if any of the "wrap around services" are required and how they impact the crisis services. Due to the nature of these services, we cannot identify any other potential providers.

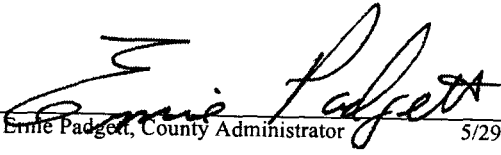
**OPTIONS:** Approve or reject.

**RECOMMENDATIONS:** Approve the agreement.

Dino J. Villani, Director

5/29/2013

**RECOMMENDED BY:**

  
Ernie Padgett, County Administrator 5/29/2013

**APPROVED BY:**

**Ernie Padgett, County Administrator**

## MEMORANDUM OF AGREEMENT

**Florida Mental Health (Baker Act) Emergency Services for  
Intervention, Assessment and Stabilization Treatment Services  
for  
Okaloosa County  
with  
Fort Walton Beach Medical Center**

This agreement ("Agreement") is entered into on this 27th day of JUNE 2013, by and between Fort Walton Beach Medical Center, hereinafter referred to as "Provider", and Okaloosa County, hereinafter referred to as "Contractor" or "County."

For and in consideration of the mutual undertaking, agreements and annual funding set forth in Exhibit A attached hereto, the Provider and Contractor agree as follows:

1. The Provider agrees:
  - a. To determine eligibility for individuals seeking emergency stabilization services brought to the attention of Fort Walton Beach Medical Center which are reimbursable under the Florida Mental Health Act (Baker Act) (hereinafter, "Client" or "Clients").
  - b. To provide crisis stabilization services of Clients in the Crisis Stabilization Unit (CSU) at Fort Walton Beach Medical Center and determine eligibility for appropriate admissions for Okaloosa County residents.
  - c. To provide services to Clients to receive reimbursement pursuant to this agreement; to ensure compliance with all the applicable administrative rules and regulations of the Department of Children and Families (hereinafter called "Department").
  - d. To inform all Clients as to their eligibility status and their rights to a fair hearing regarding their eligibility pursuant to Department regulations.
  - e. To encourage Clients to contribute toward the cost of their care.
  - f. To comply with all provisions of the Florida Mental Health Act (Baker Act), Chapter 394, Part 1, Florida Statutes, Florida Administrative Codes, 65E-2, 65E-5, 65E-12, 65E-13 and 65E-14, and Department rules and regulations, guidelines, and instructions for compensation for provision of services.
  - g. To provide services in the same manner and with the same availability as services are rendered to other patients of Provider. Provider shall not discriminate against any Client in the provision of services hereunder, whether on the basis of the Client's age, gender, race, color, religion, origin, sexual orientation, disability, health status, source of

payment, utilization of medical or mental health services or supplies or other unlawful basis including, without limitation, the existence of a grievance by the Client against Provider. Provider agrees to provide medical services to Clients in accordance with the prevailing practices and standards of the profession and the community.

- h. To comply with Florida pharmaceutical rules and regulations as specified in Chapter 465, Florida Statutes.
- i. To comply with all Departmental licensing standards, applicable accrediting standards and Agency for Health Care Administration (AHCA) standards and criteria established by the Department and made known to the Provider.
- j. Provide five (5) Pro Bono Baker Act Mental Health Evaluations annually onsite at the Okaloosa County Jail to determine eligibility for Baker Act placement. Complete any required documentation for initiation of an Involuntary Mental Health Placement when the inmate meets the criteria, and notify the Okaloosa County Jail of transportation needs of the inmate if a Mental Health Placement or Medical Clearance is required. The Okaloosa County Jail agrees to pay for additional evaluations as follows: \$85 for the first hour and \$21.25 for each additional 15 minute interval. The Okaloosa County Jail shall arrange for transportation needs of any inmates who meet the criteria for services of Provider.
- k. To submit an invoice within ten (10) business days of the beginning of each month for that month's service provision. The invoice submitted each month shall be equal to one twelfth (1/12) of the agreed upon contract amount for Provider's services set forth in Exhibit A. To submit a monthly Client census report within fifteen (15) business days of the Provider's financial month end close procedure. To submit a quarter Client census report within fifteen (15) business days of the end of each quarter. The contents of the Client census reports will be agreed upon between Ernie Padgett, County Administrator for Okaloosa County, or his designee, and Mitch Mongell, Chief Executive Officer, Fort Walton Beach Medical Center, or his designee. The invoice and reports will be submitted to the address in Notice, Section 4 of this Agreement.
- l. To retain all financial records, supporting documents, statistical records, client records and any other documents pertinent to this agreement for a period of five years after final payment, or if an audit has been initiated during the period and the findings have not been resolved at the end of the five years, the records shall be retained until resolution of the audit findings.
- m. Not to transfer its responsibility under this agreement.
- n. To maintain one (1) million/three (3) million liability insurance coverage at all times during the life of this agreement and provide a copy to the County Purchasing for file.
- o. To act as an independent contractor and not as an employee of the County and to hold the County harmless from all claims, suites, judgments or damages arising from the Provider's negligent acts during the operation of this agreement.

- p. To be liable for and indemnify, defend, and hold the County harmless from all claims, suits, judgments or damages arising from the Provider's negligent acts during the operation of this agreement.

2. The Contractor agrees:

- a. To submit payment to Provider at the address in Section 4 within thirty (30) days after receipt of monthly billings from the Provider.
- b. To consider requests from Provider for adjustment to reimbursement for services submitted by April 1 of each year. All adjustments will be subject to Board of Commissioners approval.
- c. To act as an independent entity and not as an employer of the Provider and to hold the Provider harmless from all claims, suits, judgments or damages arising from the County's negligent acts during the operation of this agreement to the extent of the waiver of sovereign immunity specified in Section 768.28(5), Florida Statutes.
- d. To be liable for and indemnify, defend, and hold the Provider harmless from all claims, suits judgments or damages arising from the County's negligent acts during the operation of this agreement to the extent of the waiver of sovereign immunity specified in Section 768.28(5), Florida Statutes.
- e. For all Pro-Bono Evaluations described in Section 1.(k) of this Agreement, that Provider will receive notification requests for Baker Act Mental Health Evaluations between 8:00 a.m. and 5:00 p.m.

3. The Contractor and Provider mutually agree that:

- a. Except as provided in Section 3.(d)., this agreement shall become effective on the date signed by both parties and shall continue in effect indefinitely unless changes are required by state statute. Exhibit A (Budget) will be replaced annually with current and mutually approved budget figures.
- b. Any alterations, variations, modifications, or waivers of provisions of this agreement shall only be valid when they have been reduced to writing, duly signed by both the Provider and the Contractor and attached to this agreement.
- c. Services provided under the terms of this agreement apply only to eligible clients who reside in Okaloosa County.
- d. This agreement, or part of this agreement, may be terminated by either party, at any time, with or without cause, upon no less than ninety (90) days notice, in writing to the other party. Said notice shall be delivered in accordance with Section 4.

- e. This agreement contains all terms and conditions agreed upon by the parties. No other agreement, or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties hereto.

4. Notice

When any notice, demand or request is required or permitted hereunder, that notice, demand or request shall be either hand-delivered or sent by United States Mail, registered or certified, postage prepaid, or delivered via overnight courier to the addresses below or to any other address that either party may specify by notice to the other party. Notice of a change of address shall be effective when received by the other party. A notice shall be deemed received upon hand delivery, three days after posting in United States Mail or one day after dispatch by overnight courier.

To County:

Dino J. Villani, Director  
Okaloosa County Public Safety  
90 College Boulevard East  
Niceville, FL 32578

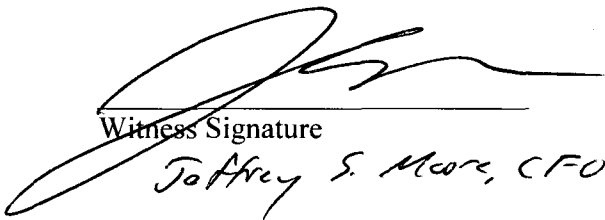
To Provider:

Fort Walton Beach Medical Center  
Attn: Mitch Mongell, CEO  
1000 Mar-Walt Drive  
Ft. Walton Beach, FL 32547


ATTEST/WITNESS:

FORT WALTON BEACH MEDICAL CENTER

Witness Signature

  
Jeffrey S. Moore, CFO

By:

  
Mitch Mongell, Chief Executive Officer

Date:

5/29/13



OKALOOSA COUNTY by and through its  
BOARD OF COUNTY COMMISSIONERS

By: Don R. Amunds  
Don R. Amunds, Chairman



ATTEST:

Gary Stanford  
Deputy Clerk of Circuit Court

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY:

By: Gary J. Stanford

John Dowd  
John Dowd, County Attorney

# MEMORANDUM OF AGREEMENT

**Florida Mental Health (Baker Act) Emergency Services for  
Intervention, Assessment and Stabilization Treatment Services**

**for**

**Okaloosa County**

**with**

**Fort Walton Beach Medical Center**

## EXHIBIT 'A'

<b>Public Safety Emergency Services for: Stabilization Services for Okaloosa County</b>	<b>FY 2013</b>
<b>Current funding not to exceed:</b>	\$197,115.00
Baker Act In-Patient Services: For Crisis Stabilization Unit (CSU) to ensure Public Safety	\$197,115.00
<b>SUBTOTAL</b>	<b>\$197,115.00</b>
<b>TOTAL ANNUAL BOARD OF COUNTY COMMISSIONER FUNDS</b>	<b>\$197,115.00</b>
<i>3.1 Match from State of Florida</i>	