

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 04/22/2014

Contract/Lease Control #: C14-2175-BCC

Bid #: N/A

Contract/Lease Type: CONTRACT

Award To/Lessee: STATE OF FLORIDA, DEPT OF HEALTH

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 04/17/2014

Term: 07/18/2022

Description of Contract/Lease: MOA POD STRATEGIC NATIONAL STOCKPILE ECCC

Department: BCC

Department Monitor: CHAIRMAN

Monitor's Telephone #: 850-651-7105

Monitor's FAX # or E-mail:

Closed: _____

cc: Finance Department Contracts & Grants Office

**MEMORANDUM OF AGREEMENT
FOR
FACILITY USE FOR STRATEGIC NATIONAL STOCKPILE LOCAL DISTRIBUTION SITE
AND POINT OF DISPENSING SITE IN OKALOOSA COUNTY, FLORIDA**

Lease Number:

Lessor Fed ID:

This Agreement amends the Agreement dated 4/21/2014. This Agreement, entered into by and between the Okaloosa County Board of County Commissioners ("Lessor") and the State of Florida, Department of Health ("Lessee"), is to support the use of the Emerald Coast Convention Center ("property") as a Strategic National Stockpile (SNS) Local Distribution Site (LDS) and Point of Dispensing (POD) site to the Okaloosa County community. The parties agree as follows:

1. **PROPERTY:** Lessor donates to Lessee the temporary use of the following described property: Emerald Coast Convention Center, located at 1250 Miracle Strip Parkway, SE, Fort Walton Beach, Florida. Lessee shall have the use of the property and adjacent areas, representing approximately 35,000 square feet inclusive of all meeting, exhibit and breakout space; 6,300 square feet pre-function areas; loading dock; and all associated restrooms and kitchen.
2. **PURPOSE:** The property shall be used during the term of the Agreement by the State of Florida, its staff and registered volunteers, as a Strategic National Stockpile LDS and POD for receiving, staging, and distributing medical prophylaxis to protect the public health. For purposes of this Agreement, "dispensing" means the provision of vaccinations or oral medications to a segment of the population for purposes of prophylaxis in a public health threat event. It specifically does not mean Section 465.003(6), Florida Statutes, dispensing.
3. **TERM:** This Memorandum of Agreement will begin effective when signed by all parties and will expire five years from the last signature date, unless amended or canceled in writing. See paragraph 9.

a. **CONDITIONS:** The Lessor will:

- (1.) Upon declaration of a Public Health emergency and request by the County SNS Coordinator provide, at no cost to the Lessee, complete and sole use of the property for LDS and/or POD operations.
- (2.) Conduct a brief walk-through to establish the condition of the property prior to occupation by Lessee personnel.
- (3.) Provide for use as required any materials and equipment assigned to the property. The property representative will brief the LDS and/or POD set-up team leader of the location and capabilities of all telecommunications equipment, furniture, audio-visual equipment and other materials available for use.
- (4.) Provide keys and any other devices needed to secure entrances/exits to the property.
- (5.) Provide a 24-hour point of contact to help resolve any property issues that may occur during LDS/POD operations.

- b. The Lessee will:
- (1.) Dependent upon time and/or manpower, either participate jointly in the property inspection with the Lessor or accept their report as the actual condition of the property prior to LDS/POD operations. The Lessee LDS/POD Manager will decide which method will be utilized.
 - (2.) Provide all manpower and equipment, not already available at the property, required to set-up, secure, and conduct LDS/POD operations at the property.
 - (3.) Occupy the property for the minimum time possible to conduct effective LDS/POD operations as determined by the SNS Incident Commander.
 - (4.) Upon termination of LDS/POD operations, restore the property to the same condition as it was prior to LDS/POD operations being conducted.
4. RENT: No rent or any additional consideration is due to or from either party.
5. ASSIGNMENT AND SUBLETTING: Lessee shall make no unlawful, improper, or offensive use of the property; nor assign or sublet any part of said property without the written consent of the Lessor; and Lessee shall quit and deliver up said property at the end of said term in as good condition as they were at the beginning of said term, excepting only ordinary wear, decay, and damage by the elements.
6. DONATION NATURE OF AGREEMENT: Lessor is donating the temporary use of property under this Agreement, and the donation will be recorded through the Lessee's procedures. Lessor will establish an approximate value of the donation for this purpose.
7. MAINTENANCE AND REPAIRS: N/A
8. TAXES: N/A
9. AMENDMENT OR CANCELLATION: Any amendment must be in writing and signed by both parties. Any cancellation must be in writing and hand delivered to or faxed to a party signatory.
10. LESSOR'S ACCESS TO PROPERTY: Lessor reserves the right to remain on the property at all times during this Agreement.
11. SCOPE OF USE: Lessee is entitled to quiet enjoyment of the property and shall not be evicted or disturbed in possession of the property so long as Lessee complies with the terms of this Agreement. Lessee shall be entitled to conduct its legal business on the property in its exclusive discretion during the life of this Agreement.
12. UTILITIES: Lessor shall be responsible for all utilities and related property charges, including charges for water, sewage, and trash pick-up during the term of this Agreement.
13. INSURANCE: At all times, Lessor, is responsible for the insurance of the property for its use under this Agreement. Lessee, a state agency or subdivision, is self-insured through the State of Florida Risk Management Trust Fund, established pursuant to Section 284.30, Florida Statutes, and administered by the State of Florida, Department of Financial Services. Lessee certifies that it maintains, and agrees to continue or maintain during the term of this Agreement, general and professional liability protection


coverage through the Risk Management Trust Fund, and that this protection extends to the Department of Health, its officers, employees, and agents, and covers statutory liability exposure to the limitations described in Section 768.28, Florida Statutes. Lessee will convey a copy of its current Certificate of Coverage upon request.

14. **CONFIDENTIALITY:** The parties shall maintain confidentiality of all protected health information, including client records, related to the services provided pursuant to this Agreement, in compliance with all applicable state and federal laws, rules and regulations.
15. **INDEPENDENT STATUS:** No relationship of employer/employee, principal/agent, or other association shall be created by this agreement between the parties or their directors, officers, agents or employees. The parties agree that they will never act or represent that they are acting as an agent of the other, or incur any obligations on the part of the other party.
16. **AUTHORITY:** The signatories below possess authority to enter into this Agreement on behalf of their principals. This Agreement is effective on the date of the last signature on the Agreement, and no amendments or side agreements exist except as provided in paragraph 9 above.
17. This Agreement is made and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules and regulations of the State of Florida, Venue shall lie in Okaloosa County, Florida.

Okaloosa County
Board of County Commissioners

State of Florida
Department of Health


Carolyn N. Ketchel
Chairman, Board of County Commissioners


Karen A. Chapman, MD, MPH
Director

18 July 17
Date

7/10/17
Date

Okaloosa County
Clerk of Circuit Court


JD Peacock II
Clerk of Circuit Court

7/18/17
Date



BOARD OF COUNTY COMMISSIONERS AGENDA REQUEST

VS #1

DATE: July 18, 2017
TO: Honorable Chairman and Members of the Board
FROM: Katie McDeavitt, Florida Department of Health in Okaloosa County
SUBJECT: FL Dept. of Health, Okaloosa MOA Amendment

STATEMENT OF ISSUE: Florida Department of Health in Okaloosa County requests to present an amendment to the 2014 memorandum of agreement for emergency usage of the Emerald Coast Convention Center.

BACKGROUND: The purpose of this Memorandum of Agreement was to designate the Emerald Coast Convention Center as a Point of Dispensing (POD) for Strategic National Stockpile medicines and supplies, serving resident and transient populations in Okaloosa County during public health emergencies. Designation and/or utilization of the Emerald Coast Convention Center as a POD will not result in reimbursable transactions/costs between the Okaloosa County Board of County Commissioners and the Florida Department of Health in Okaloosa County.

The 2014 Memorandum of Agreement will expire five years from the last signature date, unless amended or canceled in writing.

OPTIONS: Approve / Disapprove

RECOMMENDATIONS: Approve the Florida Department of Health in Okaloosa County request to an amendment to the 2014 memorandum of agreements for emergency usage of Emerald Coast Convention Center.

PROCUREMENT/CONTRACT/LEASE INTERNAL COORDINATION SHEET

Procurement/Contract/Lease Number: _____	Tracking Number: <u>2297-17</u>
Procurement/Contractor/Lessee Name: <u>State of FL Health Dept</u>	Grant Funded: YES ___ NO ___
Purpose: <u>MOA</u>	
Date/Term: <u>5 yrs</u>	1. <input type="checkbox"/> GREATER THAN \$50,000
Amount: _____	2. <input type="checkbox"/> GREATER THAN \$25,000
Department: <u>Hofstad</u>	3. <input type="checkbox"/> \$25,000 OR LESS
Dept. Monitor Name: <u>BCC</u>	

Purchasing Review	
Procurement or Contract/Lease requirements are met:	
<u>[Signature]</u>	Date: <u>7-12-17</u>
Purchasing Director or designee	Greg Kisela, Charles Powell, DeRita Mason, Matthew Young

2CFR Compliance Review (if required)	
Approved as written:	<u>NA</u>
_____	Date: _____
Grants Coordinator	Renee Biby

Risk Management Review	
Approved as written:	<u>see email attached</u>
_____	Date: <u>7-13-17</u>
Risk Manager or designee	Laura Porter or Krystal King

County Attorney Review	
Approved as written:	<u>see email attached</u>
_____	Date: <u>7-13-17</u>
County Attorney	Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

Contracts & Grants Office	
Document has been received:	
_____	Date: _____
Contracts & Grants Manager	Marcella Eubanks, Mindy Kovalsky, Ashley Endris

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Wednesday, July 12, 2017 3:56 PM
To: DeRita Mason
Cc: Lynn Hoshihara; Krystal King; Laura Porter
Subject: RE: FL Dept. of Health, Okaloosa MOA Amendment
Attachments: image001.png

This is approved for legal purposes

From: DeRita Mason [dmason@co.okaloosa.fl.us]
Sent: Wednesday, July 12, 2017 4:19 PM
To: Parsons, Kerry
Cc: Lynn Hoshihara; Krystal King; Laura Porter
Subject: FW: FL Dept. of Health, Okaloosa MOA Amendment

Roland needs this to be approved before noon on tomorrow. Can you do that? Thanks

DeRita

From: Roland Sims
Sent: Wednesday, July 12, 2017 3:19 PM
To: Greg Kisela <gkisela@co.okaloosa.fl.us>
Cc: DeRita Mason <dmason@co.okaloosa.fl.us>
Subject: FL Dept. of Health, Okaloosa MOA Amendment

Roland Sims Jr.
Executive Assistant II
Okaloosa County Administration Building
1250 N Eglin Parkway
Suite 102
Shalimar, FL 32579
(850) 651-7515
[Okaloosa100Year_NORays]<<http://www.co.okaloosa.fl.us/>>

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

DeRita Mason

From: Krystal King
Sent: Thursday, July 13, 2017 11:30 AM
To: DeRita Mason; Parsons, Kerry
Cc: Lynn Hoshihara; Laura Porter
Subject: RE: FL Dept. of Health, Okaloosa MOA Amendment

Risk Management approved.

Krystal King
Okaloosa County
Risk Management
(850) 689-5977
Fax (850) 689-5973

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records available to the public and media upon request. Therefore, this written email communication including your email address, may be subject to public disclosure.

From: DeRita Mason
Sent: Wednesday, July 12, 2017 3:20 PM
To: Parsons, Kerry <KParsons@ngn-tally.com>
Cc: Lynn Hoshihara <lhoshihara@co.okaloosa.fl.us>; Krystal King <kking@co.okaloosa.fl.us>; Laura Porter <lporter@co.okaloosa.fl.us>
Subject: FW: FL Dept. of Health, Okaloosa MOA Amendment

Roland needs this to be approved before noon on tomorrow. Can you do that? Thanks

DeRita

From: Roland Sims
Sent: Wednesday, July 12, 2017 3:19 PM
To: Greg Kisela <gkisela@co.okaloosa.fl.us>
Cc: DeRita Mason <dmason@co.okaloosa.fl.us>
Subject: FL Dept. of Health, Okaloosa MOA Amendment

Roland Sims Jr.
Executive Assistant II
Okaloosa County Administration Building
1250 N Eglin Parkway
Suite 102
Shalimar, FL 32579
(850) 651-7515



OKALOOSA COUNTY HEALTH DEPT
Contract/Agreement
Review Routing Form

	TO	ACTION	SIGNATURE and DATE
1	Requestor/POC	Route to branch Senior leader	<i>D Brinkley</i> 6/26/17
2	Branch Senior Leader	Review & forward to Section Chief	<i>D Brinkley</i> 7/6/17
3	Section Chief	Review and forward to Contract Administrator	<i>D Brinkley</i> 7/6/17
4	Business Office	Review	
5	Contract Administrator	Review & forward to Legal Counsel	
6	Legal Counsel	Review & Sign & email to Contract Administrator	
7	Contract Administrator	Print 2 copies, Route to Director	
8	Director, OCHD	EXECUTE/Sign 2 copies & route to Contract Administrator	
9	Contract Administrator	Route to Requestor/POC	
10	Requestor/POC	Route to vendor for signature	
11	Vendor	Keep one original. Mail second original contract to Contract Administrator	
12	Contract Administrator	Date received back from Vendor fully executed	
13	Contract Administrator	Distribution Originating Department: 1 copy Contract Admin: 1 original Finance & Acct: 1 copy	

See Attached

Point of Contact/Contract Manager	Date of Last DOH CERTIFICATION (TRAIN)
David Brinkley	
Department	Phone # & Ext.
Public Health Preparedness	850-797-7133

Purchase Requisition or Purchase Order #
Vendor ID #

Project:	Strategic National Stockpile Local Distribution Site		
Vendor Name:	Okaloosa Board of County Commissioners		
Amount:	\$0.00		
Begin Date:	Upon signature	End Date:	5 years post final signature
Auto Renewal:	NO		
Statutory Authority:	F.S 381.0011(3) & (7)		

Brief Description of Project: The purpose of this Memorandum of Agreement is to amend the current MOA dated 4/21/2014 (enclosed). To use the Emerald Coast Convention Center as a Local Distribution Site (LDS) and a Point of Dispensing (POD) site for Strategic National Stockpile medicines and supplies, serving resident and transient populations in Okaloosa County during public health emergencies. Designation and/or utilization of the Convention Center as a LDS or POD will not result in reimbursable transactions/costs between the Convention Center and the Department.

**FLORIDA DEPARTMENT OF HEALTH
OKALOOSA COUNTY HEALTH DEPT
Memorandum of Agreement
Review Routing Form**

	TO	ACTION	SIGNATURE and DATE
1	Manager/POC	Route to Branch Director	<i>D. Brinkley</i> 6/1/17
2	Branch Director	Review & Forward to Contract Administrator	<i>Dawn McBeth</i> 6/1/17
3	Business Office	Review	<i>Laura Green</i> 6-2-17
4	Contract Administrator	Review & Forward to Legal Counsel	<i>Kim Bolling</i> 6-2-17
5	Legal Counsel	Review & Sign. Email to Contract Administrator	<i>Natalie McEllis</i> 6/3/17
6	Contract Administrator	Route to Manager/POC	<i>Kim Bolling</i> 6/5/17
7	Manager/POC	Sign and route to Vendor for Signatures	
8	Vendor	Sign and Mail to Contract Administrator	
9	Contract Administrator	Route to Director	<i>Kim Bolling</i> 6-2-17
10	Director	EXECUTE/ Sign & Route to Contract Administrator	<i>Laura D. Green</i> 6/5/17
11	Contract Administrator	Distribution Originating Department: 1 copy Contract Admin: 1 original Finance & Acct: 1 copy	
Point of Contact		Department	Phone
David Brinkley		Public Health Preparedness	850-833-9240 x 2381

Project: Florida Department of Health -- Okaloosa County Strategic National Stockpile Plan

Amount: No associated costs.

Begin Date: Effective when signed. **End Date:** 5 years from date of signature.

Brief Description of Project:

The purpose of this Memorandum of Agreement is to amend the current MOA dated 4/21/2014 (enclosed). To use the Emerald Coast Convention Center as a Local Distribution Site (LDS) and a Point of Dispensing (POD) site for Strategic National Stockpile medicines and supplies, serving resident and transient populations in Okaloosa County during public health emergencies. Designation and/or utilization of the Convention Center as a LDS or POD will not result in reimbursable transactions/costs between the Convention Center and the Department.

RECEIVED APR 02 2014

CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: <u>C14-2175-BCC</u>	Tracking Number: <u>927-14</u>
Contractor/Lessee Name: <u>State of Florida, Dept of Health</u>	Grant Funded: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Purpose: <u>MOA - ECCC</u>	
Date/Term: <u>5yr Term</u>	1. <input type="checkbox"/> GREATER THAN \$50,000
Amount: <u>N/A</u>	2. <input type="checkbox"/> GREATER THAN \$25,000
Department: <u>TDD</u>	3. <input checked="" type="checkbox"/> \$25,000 OR LESS
Dept. Monitor Name: <u>Schroeder/S. May</u>	
Document has been reviewed and includes any attachments or exhibits.	

Purchasing Review

Procurement requirements are met:

[Signature] Date: 4-3-14
Purchasing Director or Designee Joanne Kublik

Risk Management Review

Approved as written:

[Signature] Date: 4/4/14
Risk Manager or designee Gary R Real

County Attorney Review

Approved as written:

[Signature] Date: 4-7-14
County Attorney Gregory T. Stewart

Following Okaloosa County approval:

Contracts & Grants

Document has been received:

Contracts & Grants Manager

Date: _____

**FLORIDA DEPARTMENT OF HEALTH
IN OKALOOSA COUNTY
Memorandum of Agreement
Review Routing Form**

	TO	ACTION	SIGNATURE and DATE
1	Requestor/POC	Route to branch Senior leader	Katie Holbrook 2/27/14
2	Branch Senior Leader	Review & forward to Section Chief	Alvin Bicker 3/7/14
3	Section Chief	Review and forward to Contract Administrator	Paulie Zickler 3/10/14
4	Business Office	Review	Laura Green 3/12/14
5	Contract Administrator	Review & forward to Legal Counsel	Daphne McBellis 3/17/14
6	Legal Counsel	Review & Sign & email to Contract Administrator	Laura Green 3-17-14
7	Contract Administrator	Print 2 copies, Route to Director	EX 3/19/14
8	Director, OCHD	EXECUTE/Sign 2 copies & route to Contract Administrator	Laura Green 3/20/14
9	Contract Administrator	Route to Requestor/POC	
10	Requestor/POC	Route to vendor for signature	
11	Vendor	Keep one original. Mail second original contract to Contract Administrator	
12	Contract Administrator	Distribution Originating Department: 1 copy Contract Admin: 1 original Finance & Acct: 1 copy	
Point of Contact		Department	Phone
Katie Holbrook		Emergency Preparedness & Response	850-833-9240 x 2149

Project: Florida Department of Health in Okaloosa County Strategic National Stockpile Plan

Amount: No associated costs.

Begin Date: Effective when signed. **End Date:** 5 years from date of signature.

Brief Description of Project:

The purpose of this Memorandum of Agreement is to designate the Emerald Coast Convention Center as a Point of Dispensing (POD) for Strategic National Stockpile medicines and supplies, serving resident and transient populations in Okaloosa County during public health emergencies. Designation and/or utilization of the Emerald Coast Convention Center as a POD will not result in reimbursable transactions/costs between the Okaloosa County Board of County Commissioners and the Florida Department of Health in Okaloosa County.

CERTIFIED A TRUE
AND CORRECT COPY
DON W. HOWARD
CLERK CIRCUIT COURT
BY Jessica Ward
DEPUTY CLERK



MEMORANDUM OF AGREEMENT
FOR
FACILITY USE FOR STRATEGIC NATIONAL STOCKPILE POINT OF DISPENSING
IN OKALOOSA COUNTY, FLORIDA

Lease Number:
Lessor Fed ID:

This Agreement, entered into by and between the Okaloosa County Board of County Commissioners ("Lessor") and the State of Florida, Department of Health ("Lessee"), is to support the use of the Emerald Coast Convention Center ("property") as a Strategic National Stockpile Point of Dispensing to the Okaloosa County community. The parties agree as follows:

1. PROPERTY: Lessor donates to Lessee the temporary use of the following described property: Emerald Coast Convention Center, located at 1250 Miracle Strip Parkway, SE, Fort Walton Beach, Florida. Lessee shall have the use of the property and adjacent areas, representing approximately 8,726 square feet.
2. PURPOSE: The property shall be used during the term of the Agreement by the State of Florida, its staff and registered volunteers, as a Point of Dispensing ("POD") for dispensing materials from the Strategic National Stockpile as a measure to protect the public health. For purposes of this Agreement, "dispensing" means the provision of vaccinations or oral medications to a segment of the population for purposes of prophylaxis in a public health threat event. It specifically does not mean Section 465.003(6), Florida Statutes, dispensing.
3. TERM: This Memorandum of Agreement will begin effective when signed by all parties and will expire five years from the last signature date, unless amended or canceled in writing. See paragraph 9.
 - a. CONDITIONS: The Lessor will:
 - (1.) Upon declaration of a Public Health emergency and request by the County Strategic National Stockpile (SNS) Coordinator provide, at no cost to the Lessee, complete and sole use of the property for POD operations.
 - (2.) Conduct a brief walk-through to establish the condition of the property prior to occupation by Lessee personnel.
 - (3.) Provide for use as required any materials and equipment assigned to the property. The property representative will brief the POD set-up team leader of the location and capabilities of all telecommunications equipment, furniture, audio-visual equipment and other materials available for use.
 - (4.) Provide keys and any other devices needed to secure entrances/exits to the property.
 - (5.) Provide a 24-hour point of contact to help resolve any property issues that may occur during POD operations.

CONTRACT # C14-2175-BCC
STATE OF FLORIDA, DEPT OF HEALTH
MOA POD STRATEGIC NATIONAL
STOCKPILE ECCC
EXPIRES: 04/16/2019

b. The Lessee will:

- (1.) Dependent upon time and/or manpower, either participate jointly in the property inspection with the Lessor or accept their report as the actual condition of the property prior to POD operations. The Lessee POD Manager will decide which method will be utilized.
- (2.) Provide all manpower and equipment, not already available at the property, required to set-up, secure, and conduct POD operations at the property.
- (3.) Occupy the property for the minimum time possible to conduct effective POD operations as determined by the SNS Incident Commander.
- (4.) Upon termination of POD operations, restore the property to the same condition as it was prior to POD operations being conducted.

4. RENT: No rent or any additional consideration is due to or from either party.

5. ASSIGNMENT AND SUBLETTING: Lessee shall make no unlawful, improper, or offensive use of the property; nor assign or sublet any part of said property without the written consent of the Lessor; and Lessee shall quit and deliver up said property at the end of said term in as good condition as they were at the beginning of said term, excepting only ordinary wear, decay, and damage by the elements.

6. DONATION NATURE OF AGREEMENT: Lessor is donating the temporary use of property under this Agreement, and the donation will be recorded through the Lessee's procedures. Lessor will establish an approximate value of the donation for this purpose.

7. MAINTENANCE AND REPAIRS: N/A.

8. TAXES: N/A.

9. AMENDMENT OR CANCELLATION: Any amendment must be in writing and signed by both parties. Any cancellation must be in writing and hand-delivered to or faxed to a party signatory.

10. LESSOR'S ACCESS TO PROPERTY: Lessor reserves the right to remain on the property at all times during this Agreement.

11. SCOPE OF USE: Lessee is entitled to quiet enjoyment of the property and shall not be evicted or disturbed in possession of the property so long as Lessee complies with the terms of this Agreement. Lessee shall be entitled to conduct its legal business on the property in its exclusive discretion during the life of this Agreement.

12. UTILITIES: Lessor shall be responsible for all utilities and related property charges, including charges for water, sewage, and trash pick-up during the term of this Agreement.

13. INSURANCE. At all times, Lessor is responsible for the insurance of the property for its use under this Agreement. Lessee, a state agency or subdivision, is self-insured through the State of Florida Risk Management Trust Fund, established pursuant to Section 284.30, Florida Statutes, and administered by the State of Florida, Department of Financial

Services. Lessee certifies that it maintains, and agrees to continue to maintain during the term of this Agreement, general and professional liability protection coverage through the Risk Management Trust Fund, and that this protection extends to the Department of Health, its officers, employees, and agents, and covers statutory liability exposure to the limitations described in Section 768.28, Florida Statutes. Lessee will convey a copy of its current Certificate of Coverage upon request.

14. CONFIDENTIALITY. The parties shall maintain confidentiality of all protected health information, including client records, related to the services provided pursuant to this Agreement, in compliance with all applicable state and federal laws, rules and regulations.


15. INDEPENDENT STATUS. No relationship of employer/employee, principal/agent, or other association shall be created by this agreement between the parties or their directors, officers, agents or employees. The parties agree that they will never act or represent that they are acting as an agent of the other, or incur any obligations on the part of the other party.

16. AUTHORITY: The signatories below possess authority to enter into this Agreement on behalf of their principals. This Agreement is effective on the date of the last signature on the Agreement, and no amendments or side agreements exist except as provided in paragraph 9 above.

17. This Agreement is made and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Venue shall lie in Okaloosa County, Florida.

Okaloosa County
Board of County Commissioners

State of Florida
Department of Health



Charles K. Windes, Jr.
Charles K. Windes, Jr.
Chairman of the Board

Karen A. Chapman
Karen A. Chapman, M.D., M.P.H.
Director

4-17-14
Date

3/31/14
Date

Okaloosa County
Clerk of Circuit Court


Don W. Howard
Don W. Howard
Clerk of Circuit Court

4-21-14
Date