

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 06/08/2023
Contract/Lease Control #: C23-3347-COR
Procurement#: NA
Contract/Lease Type: AGREEMENT
Award To/Lessee: INDEPENDENT MEDICAL GROUP, LLC
Owner/Lessor: OKALOOSA COUNTY
Effective Date: 09/20/2022
Expiration Date: 09/19/2025
Description of: MOU-MEDICAL SERVICES
Department: COR
Department Monitor: WEEKS
Monitor's Telephone #: 850-689-5763
Monitor's FAX # or E-mail: NWEEKS@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS

PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET

C23-3347COR

Procurement/Contract/Lease Number: TB20 Tracking Number: 4919-22
Procurement/Contractor/Lessee Name: Independent Medical Group Grant Funded: YES ___ NO X
Purpose: medical services
Date/Term: 3yrs 1. GREATER THAN \$100,000
Department #: _____ 2. GREATER THAN \$50,000
Account #: AA 3. \$50,000 OR LESS
Amount: _____
Department: COR Dept. Monitor Name: Weeks

Purchasing Review
Procurement or Contract/Lease requirements are met:
[Signature] Date: 9-7-22
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Amber Hammonds

2CFR Compliance Review (if required)
Approved as written: no federal law Grant Name: _____
_____ Date: _____
Grants Coordinator Suzanne Ulloa

Risk Management Review
Approved as written: see email attached Date: 9-7-22
_____ Risk Manager or designee Kristina LoFria

County Attorney Review
Approved as written: see email attached Date: 9-15-22
_____ County Attorney Lynn Hoshihara, Kerry Parsons or Designee

Department Funding Review
Approved as written: _____ Date: _____

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

DeRita Mason

From: Lydia Garcia
Sent: Wednesday, September 7, 2022 3:14 PM
To: DeRita Mason
Cc: Lynn Hoshihara; 'Parsons, Kerry'
Subject: RE: IMG MOU
Attachments: IMG MOU.docx

The attached IMG MOU was reviewed by Risk Management for insurance purposes. No insurance element found.



Kind Regards,

Lydia Garcia
Public Records Request & Contracts Specialist

OKALOOSA COUNTY BCC

Risk Management
Direct: 850.689.4111
Fax: 850.689.5973 |
Email: riskinfo@myokaloosa.com

302 N. Wilson St. Suite 301
Crestview, FL 32539

<https://myokaloosa.com/>

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

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Wednesday, September 7, 2022 1:00 PM
To: Lynn Hoshihara <lhoshihara@myokaloosa.com>
Cc: 'Parsons, Kerry' <KParsons@ngn-tally.com>; Lydia Garcia <lgarcia@myokaloosa.com>
Subject: FW: IMG MOU

Good afternoon,
Please review and approve the attached.
Thank you,

Also, what is the rule on signing authority on MOU's when they do not have money involved?

DeRita Mason

DeRita Mason

From: Lynn Hoshihara
Sent: Thursday, September 15, 2022 2:27 PM
To: DeRita Mason
Cc: 'Parsons, Kerry'
Subject: Re: 2022 0912 IMG Okaloosa MOU.pdf

This is approved.

Lynn M. Hoshihara
County Attorney
Okaloosa County, Florida

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From: DeRita Mason
Sent: Thursday, September 15, 2022 7:35:20 AM
To: Lynn Hoshihara
Cc: 'Parsons, Kerry'
Subject: FW: 2022 0912 IMG Okaloosa MOU.pdf

Please see updated agreement attached.
Please advise if this is approved.
Thank you,

DeRita Mason

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

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-----Original Message-----

From: Christy Rogers <crogers@myokaloosa.com>
Sent: Tuesday, September 13, 2022 4:39 PM
To: DeRita Mason <dmason@myokaloosa.com>
Subject: 2022 0912 IMG Okaloosa MOU.pdf

Good Evening,

Independent Medical Group, LLC

Memorandum of Understanding

Independent Medical Group, LLC, (“IMG”) and Okaloosa County Board of County Commissioners (“Affiliate”), enter into this Memorandum of Understanding (MOU) for the provision of medical services related to Hepatitis testing and treatment and HIV treatment.

PURPOSE

The purpose of this MOU is to authorize the IMG to provide medical services for Hepatitis testing/treatment and HIV treatment, at AFFILIATE’s correctional facility via IMG’s mobile medical unit. This MOU further authorizes the IMG to utilize indoor office space, if available and with prior approval from the AFFILIATE, to meet with individuals who may be interested in their medical services being offered.

RESPONSIBILITIES

The IMG

- Will provide onsite medical services to individuals at AFFILIATE’s correctional facility for Hepatitis testing/treatment and HIV treatment, via their mobile medical unit.
- Will notify the AFFILIATE of their mobile medical unit schedule (i.e., dates and times their mobile medical unit will be onsite) and any changes to their schedule.
- Will oblige any authorized request from AFFILIATE for individual client medical records consistent with HIPAA confidentiality guidelines.
- Connect patients with insurance brokers and any available patient assistant programs to assist in obtaining prescription drug coverage at no cost to AFFILIATE.
- Coordinate with AFFILIATE’S Inmate Medical Service Provider.

AFFILIATE

- For any AFFILIATE facility which AFFILIATE operates or owns it will grant permission and coordinate IMG’s staff to see and treat inmates as needed.
- If onsite office space is available, will allow the IMG to utilize AFFILIATE clinic office space to meet with individuals for screening purposes and to discuss available medical services offered.
- Will coordinate with IMG to offer training and assist in providing whatever security clearance is necessary for IMG’s staff to provide services inside of AFFILIATE’s facilities.
- Will alert individuals seeking/receiving services at AFFILIATE of the medical services offered by the IMG via posted flyers and via individualized patient referrals (according to identified need) by AFFILIATE staff.

CONTRACT: C23-3347-COR
INDEPENDENT MEDICAL GROUP, LLC
MOU-MEDICAL SERVICES
EXPIRES: 09/19/2025

Independent Medical Group, LLC

Memorandum of Understanding

- Will grant IMG rights to be the exclusive medical provider for HIV, Hepatitis C and PrEP for the duration of this MOU.

CONFIDENTIALITY AND PUBLIC RECORDS

Confidentiality will be strictly maintained in accordance with all federal, state and local statutes to ensure the rights of the participants remain paramount. Both parties agree to comply with the privacy and security requirements of HIPAA and ensure that Subcontractors/Vendors comply with the privacy and security requirements of HIPAA. Any communication via electronic method that contains a client's protected health information shall be transmitted via encryption.

Any record created by either party in accordance with this MOU shall be retained and maintained in accordance with the public records law, Chapter 119, Florida Statutes. IMG must comply with the public records laws, specifically IMG must:

- a. Keep and maintain public records required by the AFFILIATE to perform the service.
- b. Upon request from the AFFILIATE'S custodian of public records, provide 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 MOU term and following completion of the MOU if the AFFILIATE does not transfer the records to the AFFILIATE.
- d. Upon completion of the MOU, transfer, at no cost, to the AFFILIATE all public records in possession of the IMG or keep and maintain public records to perform the service. If IMG transfers all public records upon completion of the MOU, IMG shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If IMG keeps and maintains public records upon completion of the MOU, IMG shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the AFFILIATE, upon the request from its custodian of public records, in a format that is compatible with the information technology systems of the AFFILIATE.

IF IMG HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS MOU, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 302 N WILSON ST., CRESTVIEW, FL 32536 PHONE: (850) 689-5977 riskinfo@myokaloosa.com.

NOTICE

Independent Medical Group, LLC

Memorandum of Understanding

Any notice, request or other communication provided under this MOU shall be in writing, and either hand delivered, delivered by a nationally recognized delivery service, or by registered or certified mail, return receipt requested, postage prepaid, and shall be addressed to the Parties indicated below, unless notice of change in address is furnished in accordance with this Paragraph. Notice shall be deemed given upon receipt.

Okaloosa County Department of Corrections
Attn: Chief/Director Nolan S. Weeks III
1200 East James Lee Boulevard
Crestview, Fl. 32539

Independent Medical Group, LLC
Attn: Clifford Knights, II
3800 Inverrary Blvd
Suite 109
Fort Lauderdale, FL 33319

COST

IMG shall provide services under this MOU at no cost to AFFILIATE. AFFILIATE will not be responsible for any cost of testing and/or treatment including but not limited to pharmacy costs or 340B pricing for HIV and/or Hepatitis C medication.

TERM

This MOU will become effective on the date specified below when all Parties have affixed their signatures and shall continue for a term of three (3) years, unless terminated by either Party upon providing thirty (30) days written notice to the other party.

SUBCONTRACTING AND ASSIGNMENT

IMG shall not assign nor subcontract this MOU or any part thereof, without the prior written approval of AFFILIATE. If IMG does, with approval, assign or subcontract this MOU or any part thereof, it shall require that its assignee/subcontractor be bound to the MOU.

INDEPENDENT CONTRACTOR

IMG enters into this MOU as, and shall continue to be, an independent contractor. All services shall be performed only by IMG and IMG's employees. Under no circumstances shall IMG or any of IMG's employees look to AFFILIATE as his/her employer, or as partner, agent or principal. Neither IMG, nor any of IMG's employees, shall be entitled to any benefits accorded to the AFFILIATE'S employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. IMG shall be responsible for providing, at IMG's expense, and in IMG's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this MOU.

THIRD PARTY BENEFICIARIES

Independent Medical Group, LLC

Memorandum of Understanding

It is specifically agreed between the parties that it is not intended by any of the provisions of any part of the MOU to create in the public or any member thereof, a third party beneficiary under this MOU, or to authorize anyone not a party to this MOU to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this MOU.

MUTUAL INDEMNIFICATION

Each party agrees to be fully responsible for all claims, liabilities, damages, costs, actions, suits or proceedings at law or in equity which may occur as a result of the wrongful or negligent acts of their respective officers, employees, representatives, and agents.

Independent Medical Group, LLC

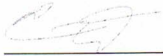
Memorandum of Understanding



Chief/Director Nolan S. Weeks III

Sept. 20, 2022

Date



Independent Medical Group, LLC
Clifford W. Knights, CEO

Sep 12 2022 12:06 EDT

Date

GENERAL SERVICES INSURANCE REQUIREMENTS FOR CYBER LIABILITY

CONTRACTORS INSURANCE

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and the certificate of 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 and having a minimum rating of A, Class X in the Best Key Rating Guide published by A.M. Best & Co. Inc.
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. With the exception of Workers' Compensation policies, the County shall be shown as an Additional Insured with Endorsement for each policy 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. Any subsidiaries used shall also be required to obtain and maintain the same insurance requirements as are being required herein of the Contractor.
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 a 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. If there is an existing approved State of Florida Exemption for Workers' Compensation it must be provided to Okaloosa County.
4. A Waiver of Subrogation is required to be shown on all Workers Compensation Certificates of Insurance.

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 (One Million Dollars) 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 Commercial General Liability insurance against all claims for Bodily Injury, Property Damage and Personal and Advertising Injury caused by the Contractor.
2. 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
3. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

CYBER LIABILITY

The Contractor shall carry Cyber Liability insurance coverage for third party liability. Coverage will include ID Theft Monitoring, Credit Monitoring (if necessary) & Notification. Coverage must be afforded for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.

INSURANCE 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>LIMIT</u>
1.	Workers’ 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 Bodily Injury & Property Damage \$1,000,000 each occurrence Products and completed operations
4.	Personal and Advertising Injury	\$1,000,000 each occurrence
5.	Cyber Liability	\$1,000,000 per claim

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.

CERTIFICATE OF INSURANCE

1. Certificates of Insurance indicating the project name, number, evidencing all required coverage, and if applicable any State of Florida approved Workers' Compensation Exemption 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 prior written notice of cancellation; ten (10) days' prior written 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 to the County. 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.
7. All deductibles or self-insured retentions (SIRs), whether approved by Okaloosa County or not, shall be the Contractor's full responsibility.
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 employees under all the foregoing policies of insurance.

EXCESS/UMBRELLA INSURANCE

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an EXCESS/UMBRELLA insurance policy. In all instances, the combination of primary and EXCESS/UMBRELLA liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement. An Excess liability policy must be submitted indicating which policy it applies to.