

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: June 18, 2019 (☒) Consent (☐) Regular
 (☐) Ordinance (☐) Public Hearing

Department

Submitted By: Medical Examiner's Office

Submitted For: Medical Examiner's Office

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

A) receive and file a Purchase Order (B47FB8) from the Florida Department of Health (DOH) for the Florida Enhanced State Opioid Overdose Surveillance (FL-ESOOS) Program to provide comprehensive and specialized toxicology testing services for the period of February 11, 2019 through June 30, 2019 in the amount of \$30,498.15, and

B) approve a budget amendment of \$30,498 in the general fund to recognize the supplemental grant funding.

Summary: The Center for Disease Control and Prevention (CDC) established the FL-ESOOS to enable states to develop and adapt surveillance systems to address the rising rate of overdoses attributable to opioids. Florida is among the states funded in 2018. The County was awarded \$30,498.15. from the FL-ESOOS Program Supplemental (CFDA # 93.136). The PBC Medical Examiner's Office will provide pertinent surveillance data specific to the opioid crisis to the DOH. This information will include the results from comprehensive primary, enhanced and specialized toxicology testing services, over and above normal operating levels, for all suspected opioid-involved overdose deaths within Florida's Medical Examiner District 15. The statistical data provided will help in the development of a surveillance system to address the rising rate of overdoses attributable to opioids and provide supplemental funding to the Medical Examiner's Office which offsets some of the increased toxicology costs. **No County match is required for this grant.** Countywide (LDC)

Background and Policy Issues: Palm Beach County is geographically the largest county in the State of Florida and has a population of almost 1.5 million, not including the many tourists, visitors and new or temporary residents. With such a large and diverse population, the Medical Examiner's caseload currently averages about 2,000, or more, cases annually. Over the last several years, the opioid epidemic has increased the caseload, significantly. The DOH is seeking to build an enhanced surveillance system and supporting infrastructure that will allow a collaborative and targeted response to address the growing challenge presented by opiate-based drugs, through the timely dissemination of surveillance data to key stake holders working to prevent or respond to opioid-dissemination of surveillance data to key stake holders working to prevent or respond to opioid-involved overdoses. This core grant will support resources necessary to calculate statistics.

Attachments:

1. Purchase Order B47FB8
2. State of Florida, DOH Order Terms and Conditions
3. Florida Department of Health Scope of Work
4. Budget Amendment

Recommended by:

Unah Bell

Department Director

5/14/15

Date _____

Approved by:

Deputy County Administrator

Deputy County Administrator

6/3/19

Date _____

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2019	2020	2021	2022	2023
Capital Expenditures					
Operating Costs	<u>30,498</u>				
External Revenues	<u>(30,498)</u>				
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	<u>0</u>				
 # ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>				

Is Item Included In Current Budget? Yes _____ No X
 Does this item include the use of federal funds? Yes X No _____
 Budget Account Exp No.: Fund 0001 Department 670 Unit 4104 Object Various
 Rev No.: Fund 0001 Department 670 Unit 4104 Source 3129

B. Recommended Sources of Funds/Summary of Fiscal Impact:

The Florida Department of Health has allocated supplemental grant funding of \$ 30,498.15 for specialized toxicology testing services provided by the Medical Examiner's Office.

Fund: 0001 - General Fund

Unit: 4104 – FL Enhanced State Opioid Overdose Surveillance Program

Major Prgm: FESOOS - FL Enhanced State Opioid Overdose Surveillance Program

Program Code: FES01 (Rev); FES19 (Exp)

Program Period:GY19

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

[Signature] 5/22/19
OFMB

[Signature] 5/31/19
Contract Dev. and Control

B. Legal Sufficiency:

[Signature] 6/3/19
Assistant County Attorney

C. Other Department Review:

Department Director

REVISED 9/95

ADM FORM 01

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.)



Order No. B47FB8

Version Number: 1
Internal Version: false
Issued on Mon, 11 Feb, 2019
Created on Mon, 11 Feb, 2019 by Ariba System

Supplier:
Palm Beach County Board of County Commissioners
301 N. Olive Ave, 8th Fl.
West Palm Beach, FL 33401
United States
Phone: 1561-355-6704
Fax: 1
Contact: Candace Wolff

Ship To:
DOH - Bureau of Emergency Medical Oversight
4042 Bald Cypress Way
Tallahassee, FL 32311-7829
United States

Deliver To:
Shelly Hyde

Distributors?: N
Requester: Shelly Hyde - EMO
Ship To Code: 6480-S-171
State Contract ID:
Contract ID:
Requester Phone:
PR No.: PR10805808
MyGreenFlorida Content: N
Method of Procurement:: L - Governmental agency [s 287.057(3)(e)12 F.S., defined in s 163.3164(21), F.S.]
Shipping Method: Best Way
FOB Code: INC-Dest
FOB Code Description: Destination freight paid by vendor and included in price. Title passes upon receipt. Vendor files any claims.
Encumber Funds: Yes
PO Start Date: Mon, 11 Feb, 2019
PO End Date: Sun, 30 Jun, 2019
Fiscal Year Indicator: 2019
PUI#: 6480
Site Code: 640000-EP
Terms and Conditions: http://dms.myflorida.com/mfmp_PO_TC
P Card Order?: No

Item	Description	Part Number	Unit	Qty	Need By	Unit Price	Extended Amount
1	Provide comprehensive primary, comprehensive ...		each	1	None	\$26,959.71000 USD	\$26,959.71000 USD
	Provide comprehensive primary, comprehensive enhanced, and specialized toxicology testing services, over and above normal operating levels, for all suspected opioid-involved overdose deaths within Florida's Medical Examiner District 15 to provide pertinent surveillance data to inform response and prevention efforts specific to the opioid crisis. Contractor will provide these services to the Florida Department of Health, toxicology testing						

Bill To:
DOH - Bureau of Emergency Medical Oversight
4052 Bald Cypress Way, Bin#A-22
Tallahassee, FL 32399-1722
United States

Entity Description: Department of Health
Organization Code: 64617030000
Object Code: 000000-132013
Expansion Option: OM

Exemption Status: Yes
Exemption Reason?: 3E

Item	Description	Part Number	Unit	Qty	Need By	Unit Price	Extended Amount
2	Case Records Reproduction Fee		each	6	None	\$589.74000 USD	\$3,538.44000 USD
	Case Records Reproduction Fee						

Bill To:
DOH - Bureau of Emergency Medical Oversight
4052 Bald Cypress Way, Bin#A-22
Tallahassee, FL 32399-1722
United States

Entity Description: Department of Health
Organization Code: 64617030000
Object Code: 000000-461000
Expansion Option: OM
Exemption Status: Yes
Exemption Reason?: 3E

Total	\$30,498.15000 USD
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Attachments

- ATTACHMENT by Shelly Hyde - EMO on Tuesday, January 29, 2019 at 9:37 AM
SOW-D15.pdf (474625 bytes)
- ATTACHMENT by Shelly Hyde - EMO on Tuesday, January 29, 2019 at 9:38 AM
DOH Terms and Conditions 9 13 2018.pdf (369111 bytes)

**STATE OF FLORIDA, DEPARTMENT OF HEALTH (DOH)
ORDER TERMS AND CONDITIONS**

The Department of Management Services (DMS) encourages agencies and eligible users to use the most current purchase order terms and conditions for all purchases made within MyFloridaMarketPlace system. DMS specifies that the terms and conditions are discretionary and may be modified as needed by agencies and eligible users. Pursuant to this acknowledgment, DOH rejects the DMS terms and conditions in its entirety. These terms and conditions take precedence over any other terms and conditions.

For good and valuable consideration, received and acknowledged sufficient, DOH and Contractor agree to the following terms and conditions:

1. Contractor is an independent contractor for all purposes hereof.
2. Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business and performance of its obligations under the purchase order.
3. The purchase order begins on the date of issuance, unless otherwise specified by DOH. Contractual services or commodities to be provided by the Contractor must be completed by the date specified on the purchase order's end date.
4. The laws of the state of Florida will govern this purchase order. Venue for any legal actions arising here from is Leon County, Florida, unless issuer is a county health department, in which case, venue for any legal actions will be the issuing county.
5. Contractor agrees to perform all tasks and deliverables as set forth in the Statement of Work and any attachments to the purchase order. DOH will be entitled at all times to be advised as to the status of work being done by the Contractor under this purchase order.
6. Payment will be made by DOH upon submission of a properly certified invoice after delivery and acceptance of commodities or contractual services is confirmed in writing by DOH. Invoices must contain sufficient detail for audit thereof and must contain the purchase order and the Contractor's Federal Employer Identification Number or Social Security Number.
7. Pursuant to section 215.422, Florida Statutes, agencies have five working days to inspect and approve commodities or contractual services. Deliverables may be tested for compliance with the Statement of Work's specifications. Deliverables not conforming to the Statement of Work's specifications may be rejected and returned at the Contractor's expense. For any issues related to obtaining timely payment(s) from agencies, Contractor may contact the Vendor Ombudsman at 850-413-5516, or call the State Comptroller's Hotline at 1-800-848-3792. Payments not received by the Contractor in accordance with section 215.422, Florida Statutes, may result in an interest penalty payment from the agency.
8. Any record of costs incurred under the terms of the purchase order must be maintained and made available to DOH at all times during the period of the purchase order, and for a period of three years thereafter, unless a longer retention period is specified by DOH in writing. Documentation related to the records of costs incurred under this purchase order must include the Contractor's general accounting records, with supporting

documents and records of the Contractor, all subcontractors performing work if applicable, and all other records of the Contractor and subcontractors considered necessary by DOH for audit.

9. Pursuant to section 287.0582, Florida Statutes, if the purchase order binds the State or an executive agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.
10. Travel expenses are not reimbursable unless specifically authorized in writing, and will be reimbursed in accordance with section 112.061, Florida Statutes.
11. Contractor guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Contractor or any employee, agent, subcontractor, assignee, or delegate in connection with the purchase order.
12. Contractor agrees to maintain appropriate insurance as required by law and the terms hereof.
13. Contractor must comply with the Health Insurance Portability and Accountability Act (42 USC & 210, et seq.), and regulations promulgated thereunder (45 CFR Parts 160, 162, and 164), as required under the law.
14. Contractor must maintain confidentiality of all confidential data, files, and records related to the services or commodities provided pursuant to this purchase order and comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, Florida Statutes. Contractor's confidentiality procedures must be consistent with the most recent edition of DOH's Information Security Policies, Protocols, and Procedures. A copy of this policy will be made available from DOH upon request. Contractor must comply with any applicable professional standards of practice with respect to confidentiality of information.
15. Contractor agrees to indemnify, defend, and hold the state of Florida, its officers, employees and agents harmless, to the full extent allowed by law, from all fines, claims, assessments, suits, judgments, or damages, consequential or otherwise, including court costs and attorneys' fees, arising out of any acts, actions, breaches, neglect or omissions of Contractor, its employees and agents, related to this order, as well as for any determination arising out of or related to this order, that Contractor or its employees, agents, subcontractors, assignees or delegates are not independent contractors in relation to the DOH. This order does not constitute a waiver of sovereign immunity or consent by DOH or the state of Florida or its subdivisions to suit by third parties in any matter arising here from. Entities identified in section 768.28(2), Florida Statutes are excluded from this provision.
16. All patents, copyrights, and trademarks arising, developed or created in the course or as a result hereof are DOH property and nothing resulting from Contractor's services or provided by DOH to Contractor may be reproduced, distributed, licensed, sold or otherwise transferred without prior written permission of DOH. This paragraph does not apply to DOH purchase of a license for Contractor's intellectual property. This paragraph does not apply to state universities as defined in section 1001.705, Florida Statutes.

17. This paragraph applies only to state universities as defined in section 1001.705, Florida Statutes:
- 1) Contractor will retain ownership of all intellectual property developed as part of this purchase order in accordance with section 1004.23, Florida Statutes. Intellectual property includes all copyrights, trademarks, and patentable developments.
 - 2) Contractor must notify the Florida Department of State of any intellectual property developed as part of this contract in accordance with section 1004.23, Florida Statutes. Provider grants the state of Florida an irrevocable, nonexclusive, and royalty-free license to use all intellectual property developed under this contract for the complete lifetime of the intellectual property rights.
 - 3) If this contract is paid for with federal funds, Contractor will grant the awarding federal agency an irrevocable, non-exclusive, and royalty-free license to use all intellectual property developed under this contract for the complete lifetime of the intellectual property rights.
18. If this purchase order is for personal services by Contractor, at the discretion of DOH, Contractor and its employees, or agents, as applicable, agree to provide fingerprints and be subject to a background screening conducted by the Florida Department of Law Enforcement or the Federal Bureau of Investigation. The cost of the background screening(s) are the responsibility of the Contractor. DOH, solely at its discretion, reserves the right to terminate this agreement if the background screening(s) reveal arrests or criminal convictions. Contractor, its employees, or agents will have no right to challenge DOH's determination pursuant to this paragraph.
19. DOH, at its sole discretion, unless otherwise prohibited by law, may require the Contractor to furnish, a performance bond or negotiable irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder without any additional cost to DOH. The type of security and amount is solely within the discretion of DOH. Should DOH determine that a performance bond is needed to secure the agreement, it will notify potential Contractors at the time of solicitation.
20. Section 287.057(17)(c), Florida Statutes, provides, "A person who receives a contract that has not been procured pursuant to subsections (1) through (3) to perform a feasibility study of the potential implementation of a subsequent contract, who participates in the drafting of a solicitation or who develops a program for future implementation, is not eligible to contract with the agency for any other contracts dealing with that specific subject matter, and any firm in which such person has any interest is not eligible to receive such contract. However, this prohibition does not prevent a vendor who responds to a request for information from being eligible to contract with an agency."
- Participation through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, or auditing, or any other advisory capacity constitutes participation in drafting of the solicitation.
21. Contractor must maintain Worker's Compensation insurance as required by law.

22. Pursuant to sections 287.133 and 287.134, Florida Statutes, an entity or affiliate which is on the Convicted Vendor List or the Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under a purchase order with any agency.
23. TERMINATION:
- a) Termination at Will
 - 1) This purchase order may be terminated by either party upon no less than 30 calendar days' notice in writing to the other party, without cause, unless a lesser time is mutually agreed upon in writing by both parties. The notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery. The provisions of this paragraph do not apply to state universities as defined in section 1001.705, Florida Statutes.
 - 2) Contracts between DOH and state universities, as defined in section 1001.705, Florida Statutes may be terminated by either party upon no less than 90 calendar days' notice in writing to the other party, without cause, unless a lesser time is mutually agreed upon in writing by both parties. The notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery.
 - b) Termination Because of Lack of Funds

In the event funds to finance this purchase order become unavailable, DOH may terminate the purchase order upon no less than 24 hours' notice in writing to the Contractor. Notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery. DOH will be the final authority as to the availability and adequacy of funds. In the event of termination of this contract, Contractor will be compensated for any work satisfactorily completed prior to notification of termination.
 - c) Termination for Breach

This purchase order may be terminated for the Contractor's non-performance upon no less than 24 hours' notice in writing to Contractor by certified mail, return receipt requested or in person with proof of delivery. If applicable, DOH may employ the default provisions in Rule 60A-1.006(3), Florida Administrative Code. Waiver of breach of any provisions of this purchase order will not be deemed to be a waiver of any other breach and will not be construed to be a modification of the terms of this contract. The provisions herein do not limit DOH's right to remedies at law or in equity.
24. The terms of this purchase order will supersede the terms of any and all prior or subsequent agreements with DOH with respect to this purchase order. Accordingly, in the event of any conflict, the terms of this order will govern.
25. In accordance with Executive Order 11-116, "[t]he provider agrees to utilize the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all new employees hired during the contract term by the Provider. Provider will also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the

employment eligibility of all new employees hired by the subcontractor during the contract term. Contractors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision."

26. Contractor must not subcontract any work under the purchase order without the prior consent of DOH. Contractor is responsible for ensuring satisfactory completion of all subcontracted work. Contractor must not sell, assign, or transfer any of its rights, duties, or obligations under the purchase order without the prior written consent of DOH. In the event of any assignment, Contractor remains secondarily liable for performance of the purchase order, unless DOH expressly waives it in writing. DOH may assign the purchase order with prior written notice to the Contractor.
27. The employment of unauthorized aliens by any contractor is considered a violation of Section 274A (e) of the Immigration and Nationality Act, 8 U.S.C. § 1324(a) (2006). A contractor who knowingly employs unauthorized aliens will be subject to a unilateral cancellation of the resulting purchase order.
28. Compliance with RESPECT: Pursuant to section 413.036(3), Florida Statutes, "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned."

Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

29. Compliance with PRIDE: Pursuant to section 946.515(6), Florida Statutes, "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this contract shall be purchased from the corporation identified under chapter 946, Florida Statutes; in the same manner and under the same procedures set forth in section 946.515(2) and (4), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned."

Additional information about PRIDE and the products it offers is available at <http://www.pride-enterprises.org>.

30. A purchase order may only be modified by a change order and must be agreed to by both DOH and the Contractor.
31. DOH will not contract with a Contractor that restricts the employment of its employees or subcontractors after conclusion or termination of a DOH purchase order. By accepting this order, Contractor agrees to this provision.
32. Pursuant to section 119.071, Florida Statutes, Contractor must keep and maintain public records that are required by DOH in order to perform the services required by this contract. Upon request of DOH, Contractor must provide the DOH with a copy of

requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law. Contractor must ensure that public records that are exempt or confidential and exempt from public record 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 Contractor does not transfer the records to DOH; and upon completion of the contract transfer to DOH, at no cost, all public records in possession of Contractor or keep and maintain public records required by the public agency to perform the service. If Contractor transfers all public records to DOH upon completion of the contract, the Contractor will destroy any duplicate public records that are exempt or confidential. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor will meet all applicable requirements for retaining public records. All records stored electronically must be provided to DOH in a format that is compatible with the information technology systems of DOH.

33. Pursuant to sections 11.06 and 216.347, Florida Statutes, purchase order funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or an Agency. However, section 287.058(6), Florida Statutes does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the purchase order, after the execution and during the term of the purchase order.

34. The state of Florida, Department of Financial Services requires vendors doing business with the State to submit a Substitute Form W-9 electronically. Vendors who do not have a verified Substitute Form W-9 on file will experience delays in processing contracts or payments from the State of Florida For more information go to: <https://flvendor.myfloridacfo.com/>.

35. MyFloridaMarketPlace Fees: Pursuant to Rule 60A-1.031, Florida Administrative Code the following language is added:

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), Florida Statutes. Payments issued by agencies or eligible users to Vendors for purchases of commodities or contractual services are subject to Transaction Fees, as prescribed by Rule 60A-1.031, Florida Administrative Code, or as may otherwise be established by law. Vendors shall submit monthly reports required by the rule. All reports shall be subject to audit. Failure to pay Transaction Fees or submit reports shall constitute grounds for default and exclusion from business with the State of Florida.

36. Cooperation with Inspectors General: Contractor acknowledges and understands that it has a duty to and will cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to section 20.055(5), Florida Statutes.

37. Commodities Logistics: The following provisions apply to all purchase orders unless indicated otherwise in the Scope of Work or purchase order:

- a) All purchases are F.O.B. destination, transportation charges prepaid.
- b) Each shipment must be shipped to the address indicated on the face of the purchase order and marked to the attention of the individual identified, if any. Each shipment must be labeled plainly with the purchase order number and

must show the gross, tare, and net weight. A complete packing list must accompany each shipment. This paragraph will also apply to any third party who ships items on behalf of the Contractor.

- c) No extra charges must be applied by Contractor for boxing, crating, packing, or insurance.
 - d) The following delivery schedule will apply: 8:00 a.m. to 4:00 p.m., Monday through Friday, excluding legal holidays.
 - e) If delivery to the specified destination cannot be made on or before the specified date, notify DOH immediately using the contact information provided in the MyFloridaMarketPlace system.
 - f) DOH assumes no liability for merchandise shipped to other than the specified destination.
 - g) Deliverables received in excess of quantities specified may, at DOH's option, be returned at the Contractor's expense. Substitutions are not permitted.
38. All limited liability companies, corporations, corporations not for profit, and partnerships seeking to do business with the State must be registered with the Florida Department of State in accordance with the provisions of Chapters 605, 607, 617, and 620, Florida Statutes, respectively prior to Contract execution. The Department retains the right to ask for verification of compliance before Contract execution. Failure of the selected contractor to have appropriate registration may result in withdrawal of Contract award.
39. Scrutinized Companies: The Contractor must comply with the provisions of section 287.135, Florida Statutes as follows:
- a) If the Contractor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, that it is not on the *Scrutinized Companies with Activities in Sudan List*, the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*, or that has been engaged in business operations in Cuba or Syria, this purchase order may be terminated at the option of DOH.
 - b) If the Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel this purchase order may be terminated at the option of DOH.
40. **If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the custodian of public records at (850) 245-4005, by emailing PublicRecordsRequest@flhealth.gov; or by mail at 4052 Bald Cypress Way, Bin A02, Tallahassee, FL 32399.**

Florida Department of Health
Division of Emergency Preparedness and Community Support
Formal Scope of Work
Opioid-Involved Overdoses – Comprehensive and Specialized Toxicology Testing
SOW18-XXX

BUDGET AMOUNT: \$30,498.15

1. PURPOSE:

This statement of work is for providing comprehensive primary, comprehensive enhanced, and specialized toxicology testing services, over and above normal operating levels, for all suspected opioid-involved overdose deaths within Florida’s Medical Examiner District 15 to provide pertinent surveillance data to inform response and prevention efforts specific to the opioid crisis. Contractor will provide these services to the Florida Department of Health.

2. TERM:

The term of this scope of work will begin on December 1, 2018 or on the date which the order is issued, whichever is later. It will end at midnight, Eastern Time, on June 30, 2019. The state of Florida’s performance and obligation to pay under this purchase order and any subsequent renewal is contingent upon annual appropriation by the Legislature and satisfactory performance of the Contractor.

3. LOCATION OF WORK:

The worksite for this scope of work is the following location(s):

District 15 Medical Examiner’s Office	3126 Gun Club Road West Palm Beach, FL, 33406
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4. CONTRACTOR QUALIFICATIONS AND EXPERIENCE:

The Contractor must possess the following minimum qualifications and experience:
Hold the position of District Medical Examiner, as a practicing physician in pathology and as appointed by the Governor to his/her respective medical examiner district, as set forth in Section 406.06 (1) (a), Florida Statutes.

5. CONTRACTOR RESPONSIBILITIES:

To satisfy the requirements of the Centers for Disease Control and Prevention’s (CDC) Enhanced State Opioid-Involved Overdose Surveillance (ESOOS) program, the Department requires receipt of comprehensive and specialized toxicology testing data from the state’s Medical Examiner Districts to support fatal overdose surveillance, in accordance with CDC guidance. Provision for the examination and investigation of opioid-involved overdose deaths falls under the authority of the state’s Medical Examiners and their associated Districts, as defined by Chapter 406 of the Florida Statutes.

6. SERVICE TASKS: Contractor will perform the following tasks in the time and manner specified:

6.1 Contractor will perform the following tasks in the time and manner specified:

6.1.1 Report the following toxicology testing services and data to the Department:

Florida Department of Health
Division of Emergency Preparedness and Community Support
Formal Scope of Work
Opioid-Involved Overdoses – Comprehensive and Specialized Toxicology Testing
SOW18-XXX

6.1.1.1 Provide comprehensive and specialized toxicology testing services and data for suspected opioid involved overdose deaths to the Department by performing the following sub-tasks:

6.1.1.1.1 Ordering a comprehensive toxicology test as specified in Attachment B.

6.1.1.1.2 Ordering a specialized toxicology test as specified in Attachment B.

6.1.1.1.3 Provide quarterly reports by completing Attachment D.

6.1.1.2 Toxicology testing expenditure support documentation must include copies of laboratory invoices for each test ordered and performed. Support documentation must be maintained and provided with the invoice to substantiate expenses claimed.

6.1.2 Provide the following specified case records (data) as requested by the Department:

6.1.2.1 Provide a copy of Florida Medical Examiner District 15-ordered toxicology test results and Florida Medical Examiner District 15-produced case reports (e.g. autopsy, investigator, etc.) for each suspected opioid-involved overdose death occurring within Florida's Medical Examiner District 15, according to process and instructions specified in Attachment C, at the request of the Department.

6.1.2.2 Records request expenditure support documentation must include completed copies of Attachment E. Support documentation must be maintained and provided with the invoice to substantiate expenses claimed.

7. DELIVERABLES: Contractor will complete and submit the following deliverables to the Department in the time and manner specified:

7.1 Opioid testing and data reporting in the time and manner specified in Task 6.1.1.

7.2 Specified case records (data) provided, as requested by the Department, in the time and manner specified in Task 6.1.2.

8. METHOD OF PAYMENT:

8.1. A purchase order will be issued to the Contractor.

8.2. The method of payment for this purchase order is fixed price and unit rate.

8.3. The Contractor will not receive payment in advance for goods or services described in this scope of work.

8.4. The Contractor must submit an invoice quarterly that provides a detailed accounting of the deliverables performed during the invoice period for which payment is being requested.

Florida Department of Health
Division of Emergency Preparedness and Community Support
Formal Scope of Work
Opioid-Involved Overdoses – Comprehensive and Specialized Toxicology Testing
SOW18-XXX

8.4.1. The support documentation specified in 6.1.1.2 and 6.1.2.2 MUST be attached to the invoice; failure to include will result in either rejection of the invoice or a delay in processing while the required documentation is obtained.

8.4.2. The invoice must be on Contractor’s letterhead and utilize the invoice template, as specified in Attachment E – Invoice Template.

8.5. The Contractor is responsible for the performance of all tasks and deliverables contained in this scope of work.

8.5.1 The Department shall pay the Contractor for the individual, specified toxicology testing incurred as follows:

8.5.2 Up to, and not to exceed, \$300.00 for each Comprehensive Toxicology Test – Primary Toxicology Drug Screen, as specified in Attachment B

8.5.3 Up to, and not to exceed, \$750.00 for each Comprehensive Toxicology Test – Enhanced Toxicology Drug Screen, as specified in Attachment B

8.5.4 Up to, and not to exceed, \$300.00 for each Specialized Fentanyl Analog and Other Synthetic Opioids Toxicology Test, as specified in Attachment B

8.6 The Department shall pay the Contractor a fixed rate of \$589.74 per month, for the specified case records (data) requests.

9. PERFORMANCE MEASURES AND FINANCIAL CONSEQUENCES:

All deliverables and related tasks must be completed 100% as specified. Failure to satisfactorily complete or submit a deliverable in the time and manner specified will result in a financial consequence as indicated below:

9.1. Failure to complete and submit Deliverable 7.1.1 in the time and manner specified will result in a payment reduction equal to 5 percent of the total invoiced amount.

9.2. Failure to complete and submit Deliverable 7.1.2 in the time and manner specified will result in a payment reduction equal to 5 percent of the total quarterly invoiced amount.

10. CONTRACTOR TRAVEL REIMBURSEMENT:

The Contractor will not be reimbursed for any travel expenses under this agreement.

11. DEPARTMENT CONTRACT MANAGER:

The Department Contract Manager for this scope of work is:

Joshua Sturms Section Administrator Joshua.Sturms@flhealth.gov	Florida Department of Health Division of Emergency Preparedness and Community Support
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Florida Department of Health
Division of Emergency Preparedness and Community Support
Formal Scope of Work
Opioid-Involved Overdoses – Comprehensive and Specialized Toxicology Testing
SOW18-XXX

850-558-9549	Bureau of Emergency Medical Oversight 4052 Bald Cypress Way, BIN A-22 Tallahassee, FL 32399-1722
<u>Contract Manager Training Database</u>	

- 12. CONTROLLING TERMS AND CONDITIONS:**
- 12.1. Health Exemption;
 - 12.2. Department Purchase Order Terms and Conditions;
 - 12.3. Price; and
 - 12.4. Department Scope of Work SOW18-XXX.

Florida Department of Health
Division of Emergency Preparedness and Community Support
Formal Scope of Work
Opioid-Involved Overdoses – Comprehensive and Specialized Toxicology Testing
SOW18-XXX

ATTACHMENT A

MEDICAL EXAMINER OFFICE TOXICOLOGY TESTING PROFILE AND BASELINE DATA INFORMATION SHEET

District Medical Examiner Office Name:
District Medical Examiner Office Address:
Name of Chief Medical Examiner:
Name of Person Completing Information Sheet:
Title of Person Completing Information Sheet:
Phone Number of Person Completing Information Sheet:
E-Mail of Person Completing Information Sheet:
Purchase Order Number:

To initiate and best facilitate the Florida ESOOS program, it is necessary to collect the following information. Please provide a response, for your respective Medical Examiner District Office, to each question.

- 1) Please provide your office's definition of a "suspected opioid-involved overdose death."
- 2) Please provide your office's definition of a "comprehensive" toxicology test.
 - a) Please describe your office's criteria (trigger) for conducting a "comprehensive" toxicology test.
- 3) Please provide your office's definition of a "specialized" toxicology test for fentanyl analogs and other synthetic opioids.
 - a) Please describe your office's criteria (trigger) for conducting a "specialized" toxicology test for fentanyl analogs and other synthetic opioids.

Please complete the information above and return the completed form to the Department within 10 business days of the date the Purchase Order is issued. There are two options for returning the completed form to the Department:

1. Send an electronic copy (.DOC or .PDF) via e-mail it to the FL-ESOOS Program Principal Investigator: Dr. Karen Card (FLESOOS@flhealth.gov)

**Florida Department of Health
Division of Emergency Preparedness and Community Support
Formal Scope of Work
Opioid-Involved Overdoses – Comprehensive and Specialized Toxicology Testing
SOW18-XXX**

2. Mail a printed copy to the FL-ESOOS Program Principal Investigator: Florida Department of Health, c/o Dr. Karen Card, 4052 Bald Cypress Way, BIN A-22, Tallahassee, FL 32399-1722

Florida Department of Health
Division of Emergency Preparedness and Community Support
Formal Scope of Work
Opioid-Involved Overdoses – Comprehensive and Specialized Toxicology Testing
SOW18-XXX

ATTACHMENT B

CDC GUIDANCE FOR COMPREHENSIVE AND SPECIALIZED TOXICOLOGY TESTING

Testing parameters are stratified into escalating levels of comprehensiveness to allow jurisdictions to adapt the testing guidance to their context. This flexibility is necessary to address geographic variations in drug availability and usage, varying economic constraints of Medical Examiner budgets, and varying capacities of the laboratories utilized.

Toxicology testing in medico-legal death investigations is based upon an evaluation of the presenting clinical evidence, pathology findings at autopsy, and other potentially available information such as evidence at the death scene including drug paraphernalia. When opioids are suspected as a contributing substance in a drug overdose death based on clinical symptoms consistent with the opioid toxidrome (e.g., pinpoint pupils, altered mental status, respiratory depression) and/or autopsy findings consistent with an opioid-involved overdose (e.g., presence of a “foam cone,” pulmonary edema), confirmatory/quantitative testing for opioids is indicated.

Primary Toxicology Drug Screen

For purposes of fatal overdose surveillance, the minimum level of toxicological testing for suspected opioid-involved overdose deaths should include screening and confirmatory/quantitative testing for commonly prescribed medications including benzodiazepines and opioids, as well as commonly ingested illicit drugs including cocaine, fentanyl, heroin, and methamphetamine. Unconfirmed positive screening test results alone offer only weak (potentially disputable) evidence of the presence of an opioid, are potentially falsely positive or negative, and are not adequate for establishing a definitive medico-legal cause of death.

Primary Toxicology Drug Screen
Immunoassay screen to include amphetamines, benzodiazepines, cocaine metabolite, fentanyl, methadone metabolite (EDDP) and opioids (including oxycodone/oxymorphone)
Drug identification and quantitation of:
Amphetamine, Methamphetamine
Alprazolam, Clonazepam, Diazepam, Nordiazepam, Oxazepam, Temazepam, Lorazepam
Cocaine, Cocaethylene and Benzoylcegonine
Fentanyl*
Codeine, Hydrocodone, Hydromorphone, Morphine, Oxycodone, Oxymorphone, 6-Acetylmorphine

*Fentanyl only analysis is not adequate in regions where fentanyl analogs are prevalent.

Enhanced Toxicology Drug Screen

When economically feasible, expanded testing should be conducted in order to obtain a more comprehensive assessment of potential drugs involved in suspected opioid-involved overdose deaths.

Florida Department of Health
Division of Emergency Preparedness and Community Support
Formal Scope of Work
Opioid-Involved Overdoses – Comprehensive and Specialized Toxicology Testing
SOW18-XXX

Enhanced Toxicology Drug Screen
Immunoassay screen to include amphetamines, benzodiazepines, cocaine metabolite, fentanyl, methadone metabolite (EDDP) and opioids (including oxycodone/oxymorphone)
Comprehensive chromatographic-based screen and confirmatory analysis of common over-the-counter, prescription/therapeutic and illicit drugs; for example – antidepressants, antihistamines, antipsychotics, hallucinogens, sedatives and stimulants.
Fentanyl and fentanyl analog testing to include relevant analogs common to the region
Drug quantitation of all toxicological-relevant drugs

Specialized Fentanyl Analog and Other Synthetic Opioids Toxicology Testing

Further expanded testing of suspected opioid-involved overdose deaths may be necessary when a fentanyl analog or other synthetic opioid is suspected. This may occur when:

- An opioid-involved overdose is highly suspected based on scene, clinical, and/or autopsy findings, but all opioid screening tests were either negative, or positive results were insufficient to support a toxicological cause of death.
- A case of suspected opioid-involved overdose death tests positive for fentanyl by immunoassay, but is negative for fentanyl upon confirmatory testing.

Utilization of specific fentanyl analog testing should consider economic feasibility, availability of fentanyl, fentanyl analogs and other synthetic opioids in the region, as well as the capabilities of the laboratory utilized by the Medical Examiner. The following drugs are recommended for inclusion in comprehensive testing for fentanyl analogs and other illicit synthetic opioids.

Fentanyl Analog Testing**	
Fentanyl Analogs	4-Methoxybutyrylfentanyl
Acetyl Fentanyl	4-Methylphenethyl Acetyl Fentanyl
Acrylfentanyl	3-Methylfentanyl
4-ANPP	Beta-hydroxythiofentanyl

Florida Department of Health
Division of Emergency Preparedness and Community Support
Formal Scope of Work
Opioid-Involved Overdoses – Comprehensive and Specialized Toxicology Testing
SOW18-XXX

Butyryl Fentanyl	Valeryl Fentanyl
Carfentanil	Other Synthetic Opioids
ortho-Fluorofentanyl	AH-7921
para-Fluorobutyryl Fentanyl/FIBF	MT-45
para-Fluorofentanyl	U-47700
Furanyl Fentanyl	U-49900
Isobutyryl Fentanyl	U-50488

**This list of fentanyl analogs will be updated as needed to reflect identified analogs.

If results from the above comprehensive testing are negative and do not support the toxicological cause of death, further probative testing should be considered to assess whether a fentanyl analog/other synthetic opioid was involved. This may require discussion with the lab to clarify their capabilities beyond the range of fentanyl analogs/other synthetic opioids listed above.

Further Considerations for Specialized Fentanyl Analog and Synthetic Opioid Toxicology Testing

If economically feasible, there are certain situations in which broader fentanyl analog and other synthetic opioid testing should be considered. This includes:

- Suspected opioid-involved overdose deaths that test positive for fentanyl immunoassay and confirmatory testing. Common co-mixing of fentanyl with fentanyl analogs indicates it is useful to test these overdose deaths,
- or
- Suspected opioid-involved overdose deaths testing positive for 6-acetylmorpnine and morphine. Common co-mixing of heroin with fentanyl analogs indicates it is useful to test these overdose deaths.

However, if economic constraints are a limiting factor, then the Medical Examiner could consider testing only a subset of such overdoses.

If additional testing remains feasible after all above testing is completed, further testing to consider would be:

- Any suspected opioid-involved overdose where illicit drugs or injection use was involved. If this captures too many deaths, testing a sample of such deaths could be considered.
- Testing a random sample of all opioid-involved overdose deaths.

Florida Department of Health
Division of Emergency Preparedness and Community Support
Formal Scope of Work
Opioid-Involved Overdoses – Comprehensive and Specialized Toxicology Testing
SOW18-XXX

ATTACHMENT C

FATAL OPIOID-INVOLVED OVERDOSE REPORTING – MONTHLY DATA ACQUISITION PROCESS

The ESOOS data request process will be initiated in the following steps:

1. A request for records of ESOOS defined opioid overdose deaths will be sent to your office via E-mail and through our Secured File Transfer Protocol (SFTP) site. E-mail requests will only contain ME number and Date of Death.
2. Copies of requested records can be returned to the Department of Health via the following methods:
E-mail, SFTP, or postal mail.
 - a. If your office requires any redaction on these records, please be as sparing as possible. We prefer all but first and last initial of the name and any capitalized proper noun be the only things redacted. Redacting history, any illicit behavior observed close to the death, or other such details is counterproductive to our project; such details are critical to our surveillance.
3. If choosing to use the SFTP site that allows for PII to be securely transmitted to the Department of Health, we will send instructions for access via your email.

Florida Department of Health
Division of Emergency Preparedness and Community Support
Formal Scope of Work
Opioid-Involved Overdoses – Comprehensive and Specialized Toxicology Testing
SOW18-XXX

ATTACHMENT D

Reporting period: _____

MONTHLY COMPREHENSIVE AND SPECIALIZED TOXICOLOGY TESTING REPORTS

District Medical Examiner Office Name:
District Medical Examiner Office Address:
Name of Chief Medical Examiner:
Name of Person Completing Report:
Title of Person Completing Report:
Phone Number of Person Completing Report:
E-Mail of Person Completing Report:

Purchase Order Number:

Please provide a response, for your respective Medical Examiner District Office, to each item in the table below:

Provide the total count of ALL suspected opioid-involved overdose deaths during the reporting period.	
Provide the total number of comprehensive toxicology tests performed for suspected opioid-involved overdose death cases during the reporting period.	
Provide the total number of specialized toxicology tests for fentanyl analogs and other synthetic opioids performed for suspected opioid-involved overdose death cases during the reporting period.	

Please complete the information above and return the completed form to the Department no later than the reporting period due date (outlined above) that you are submitting for. There are two options for returning the completed form to the Department:

- Send an electronic copy (.DOC or .PDF) via e-mail it to the FL-ESOOS Program Principal Investigator: Dr. Karen Card (FLESOOS@flhealth.gov)
- Mail a printed copy to the FL-ESOOS Program Principal Investigator: Florida Department of Health, c/o Dr. Karen Card, 4052 Bald Cypress Way, BIN A-22, Tallahassee, FL 32399-1722

Florida Department of Health
Division of Emergency Preparedness and Community Support
Formal Scope of Work
Opioid-Involved Overdoses – Comprehensive and Specialized Toxicology Testing
SOW18-XXX

ATTACHMENT E – RECORDS REQUEST EXPENDITURE LOG

District Medical Examiner Office Name:
District Medical Examiner Office Address:
Name of Chief Medical Examiner:
Purchase Order Number:
Service Period: Example: April 1 – 30, 2018
Invoice Number:

A records request is a once a month, written request by the Department to the Medical Examiner District for a copy of the Medical Examiner-ordered toxicology test results and Medical Examiner-produced case reports (e.g. autopsy, investigator, etc.) for each suspected opioid-involved overdose death occurring within the Medical Examiner District (Required follow-ups and subsequent interaction related to the once a month, written request by the Department do NOT constitute a new request. Contractor may begin invoicing for any month or quarter following initiation of services and every month or quarter in the pay period following the completion of services. The Department may issue a single request for records corresponding to a six-month period, for convenience, but allows the Contractor to fulfill the request over more than one month.

A fixed rate of \$589.74 monthly is allocated to cover costs associated with fulfilling the specified case records (data) requests, as requested by the Department.

Number of Records Requests Made by the Department to the Contractor During the Service Period	0
Total Invoice Amount (for one or more Records Requests during a Service Period, a fixed rate of \$589.74 monthly)	\$0.00

I certify that to the best of my knowledge and belief the above records request numbers are true and correct and reimbursement has not been previously requested. All records requests have been fulfilled with the terms and conditions of the agreement and payment is now due.

Authorized Signature: _____

Name and Title:
Date: <MM/DD/YYYY>

Florida Department of Health
Division of Emergency Preparedness and Community Support
Formal Scope of Work
Opioid-Involved Overdoses – Comprehensive and Specialized Toxicology Testing
SOW18-XXX

ATTACHMENT E – INVOICE TEMPLATE

Invoice

Service Period
Date: <MM/DD/YYYY> - <MM/DD/YYYY>

Date	Invoice #
<MM/DD/YYYY>	<Enter Here>

Bill To
Florida Department of Health Bureau of Emergency Medical Oversight ATTN: Shelly Hyde 4052 Bald Cypress Way, BIN A-22 Tallahassee, FL 32399-1722

Opioid-Involved Overdoses – Comprehensive and Specialized Toxicology Testing

		Term	Due Date	Purchase Order#:	
		Net 30	<MM/DD/YYYY>	<Enter Here>	
Description	Quantity	Rate	Amount		
Comprehensive Toxicology Test - Primary Toxicology Drug Screens	0	\$0.00	\$0.00		
Comprehensive Toxicology Test – Enhanced Toxicology Drug Screens	0	\$0.00	\$0.00		
Specialized Fentanyl Analog and Other Synthetic Opioids Toxicology Tests	0	\$0.00	\$0.00		
Records Requests (Month)	0	\$589.74	\$0.00		
Total Paid To-Date: <\$Enter Here>					
			TOTAL	\$0.00	

Contractor Name	Phone Number	E-Mail Address

Contractor Authorized Signature	Date of Signature
	<MM/DD/YYYY>

**STATE OF FLORIDA, DEPARTMENT OF HEALTH (DOH)
ORDER TERMS AND CONDITIONS**

The Department of Management Services (DMS) encourages agencies and eligible users to use the most current purchase order terms and conditions for all purchases made within MyFloridaMarketPlace system. DMS specifies that the terms and conditions are discretionary and may be modified as needed by agencies and eligible users. Pursuant to this acknowledgment, DOH rejects the DMS terms and conditions in its entirety. These terms and conditions take precedence over any other terms and conditions.

For good and valuable consideration, received and acknowledged sufficient, DOH and Contractor agree to the following terms and conditions:

1. Contractor is an independent contractor for all purposes hereof.
2. Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business and performance of its obligations under the purchase order.
3. The purchase order begins on the date of issuance, unless otherwise specified by DOH. Contractual services or commodities to be provided by the Contractor must be completed by the date specified on the purchase order's end date.
4. The laws of the state of Florida will govern this purchase order. Venue for any legal actions arising here from is Leon County, Florida, unless issuer is a county health department, in which case, venue for any legal actions will be the issuing county.
5. Contractor agrees to perform all tasks and deliverables as set forth in the Statement of Work and any attachments to the purchase order. DOH will be entitled at all times to be advised as to the status of work being done by the Contractor under this purchase order.
6. Payment will be made by DOH upon submission of a properly certified invoice after delivery and acceptance of commodities or contractual services is confirmed in writing by DOH. Invoices must contain sufficient detail for audit thereof and must contain the purchase order and the Contractor's Federal Employer Identification Number or Social Security Number.
7. Pursuant to section 215.422, Florida Statutes, agencies have five working days to inspect and approve commodities or contractual services. Deliverables may be tested for compliance with the Statement of Work's specifications. Deliverables not conforming to the Statement of Work's specifications may be rejected and returned at the Contractor's expense. For any issues related to obtaining timely payment(s) from agencies, Contractor may contact the Vendor Ombudsman at 850-413-5516, or call the State Comptroller's Hotline at 1-800-848-3792. Payments not received by the Contractor in accordance with section 215.422, Florida Statutes, may result in an interest penalty payment from the agency.
8. Any record of costs incurred under the terms of the purchase order must be maintained and made available to DOH at all times during the period of the purchase order, and for a period of three years thereafter, unless a longer retention period is specified by DOH in writing. Documentation related to the records of costs incurred under this purchase order must include the Contractor's general accounting records, with supporting

documents and records of the Contractor, all subcontractors performing work if applicable, and all other records of the Contractor and subcontractors considered necessary by DOH for audit.

9. Pursuant to section 287.0582, Florida Statutes, if the purchase order binds the State or an executive agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.
10. Travel expenses are not reimbursable unless specifically authorized in writing, and will be reimbursed in accordance with section 112.061, Florida Statutes.
11. Contractor guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Contractor or any employee, agent, subcontractor, assignee, or delegate in connection with the purchase order.
12. Contractor agrees to maintain appropriate insurance as required by law and the terms hereof.
13. Contractor must comply with the Health Insurance Portability and Accountability Act (42 USC & 210, et seq.), and regulations promulgated thereunder (45 CFR Parts 160, 162, and 164), as required under the law.
14. Contractor must maintain confidentiality of all confidential data, files, and records related to the services or commodities provided pursuant to this purchase order and comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, Florida Statutes. Contractor's confidentiality procedures must be consistent with the most recent edition of DOH's Information Security Policies, Protocols, and Procedures. A copy of this policy will be made available from DOH upon request. Contractor must comply with any applicable professional standards of practice with respect to confidentiality of information.
15. Contractor agrees to indemnify, defend, and hold the state of Florida, its officers, employees and agents harmless, to the full extent allowed by law, from all fines, claims, assessments, suits, judgments, or damages, consequential or otherwise, including court costs and attorneys' fees, arising out of any acts, actions, breaches, neglect or omissions of Contractor, its employees and agents, related to this order, as well as for any determination arising out of or related to this order, that Contractor or its employees, agents, subcontractors, assignees or delegates are not independent contractors in relation to the DOH. This order does not constitute a waiver of sovereign immunity or consent by DOH or the state of Florida or its subdivisions to suit by third parties in any matter arising here from. Entities identified in section 768.28(2), Florida Statutes are excluded from this provision.
16. All patents, copyrights, and trademarks arising, developed or created in the course or as a result hereof are DOH property and nothing resulting from Contractor's services or provided by DOH to Contractor may be reproduced, distributed, licensed, sold or otherwise transferred without prior written permission of DOH. This paragraph does not apply to DOH purchase of a license for Contractor's intellectual property. This paragraph does not apply to state universities as defined in section 1001.705, Florida Statutes.

17. This paragraph applies only to state universities as defined in section 1001.705, Florida Statutes:
- 1) Contractor will retain ownership of all intellectual property developed as part of this purchase order in accordance with section 1004.23, Florida Statutes. Intellectual property includes all copyrights, trademarks, and patentable developments.
 - 2) Contractor must notify the Florida Department of State of any intellectual property developed as part of this contract in accordance with section 1004.23, Florida Statutes. Provider grants the state of Florida an irrevocable, nonexclusive, and royalty-free license to use all intellectual property developed under this contract for the complete lifetime of the intellectual property rights.
 - 3) If this contract is paid for with federal funds, Contractor will grant the awarding federal agency an irrevocable, non-exclusive, and royalty-free license to use all intellectual property developed under this contract for the complete lifetime of the intellectual property rights.
18. If this purchase order is for personal services by Contractor, at the discretion of DOH, Contractor and its employees, or agents, as applicable, agree to provide fingerprints and be subject to a background screening conducted by the Florida Department of Law Enforcement or the Federal Bureau of Investigation. The cost of the background screening(s) are the responsibility of the Contractor. DOH, solely at its discretion, reserves the right to terminate this agreement if the background screening(s) reveal arrests or criminal convictions. Contractor, its employees, or agents will have no right to challenge DOH's determination pursuant to this paragraph.
19. DOH, at its sole discretion, unless otherwise prohibited by law, may require the Contractor to furnish, a performance bond or negotiable irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder without any additional cost to DOH. The type of security and amount is solely within the discretion of DOH. Should DOH determine that a performance bond is needed to secure the agreement, it will notify potential Contractors at the time of solicitation.
20. Section 287.057(17)(c), Florida Statutes, provides, "A person who receives a contract that has not been procured pursuant to subsections (1) through (3) to perform a feasibility study of the potential implementation of a subsequent contract, who participates in the drafting of a solicitation or who develops a program for future implementation, is not eligible to contract with the agency for any other contracts dealing with that specific subject matter, and any firm in which such person has any interest is not eligible to receive such contract. However, this prohibition does not prevent a vendor who responds to a request for information from being eligible to contract with an agency."
- Participation through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, or auditing, or any other advisory capacity constitutes participation in drafting of the solicitation.
21. Contractor must maintain Worker's Compensation insurance as required by law.

22. Pursuant to sections 287.133 and 287.134, Florida Statutes, an entity or affiliate which is on the Convicted Vendor List or the Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under a purchase order with any agency.
23. TERMINATION:
- a) Termination at Will
 - 1) This purchase order may be terminated by either party upon no less than 30 calendar days' notice in writing to the other party, without cause, unless a lesser time is mutually agreed upon in writing by both parties. The notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery. The provisions of this paragraph do not apply to state universities as defined in section 1001.705, Florida Statutes.
 - 2) Contracts between DOH and state universities, as defined in section 1001.705, Florida Statutes may be terminated by either party upon no less than 90 calendar days' notice in writing to the other party, without cause, unless a lesser time is mutually agreed upon in writing by both parties. The notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery.
 - b) Termination Because of Lack of Funds

In the event funds to finance this purchase order become unavailable, DOH may terminate the purchase order upon no less than 24 hours' notice in writing to the Contractor. Notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery. DOH will be the final authority as to the availability and adequacy of funds. In the event of termination of this contract, Contractor will be compensated for any work satisfactorily completed prior to notification of termination.
 - c) Termination for Breach

This purchase order may be terminated for the Contractor's non-performance upon no less than 24 hours' notice in writing to Contractor by certified mail, return receipt requested or in person with proof of delivery. If applicable, DOH may employ the default provisions in Rule 60A-1.006(3), Florida Administrative Code. Waiver of breach of any provisions of this purchase order will not be deemed to be a waiver of any other breach and will not be construed to be a modification of the terms of this contract. The provisions herein do not limit DOH's right to remedies at law or in equity.
24. The terms of this purchase order will supersede the terms of any and all prior or subsequent agreements with DOH with respect to this purchase order. Accordingly, in the event of any conflict, the terms of this order will govern.
25. In accordance with Executive Order 11-116, "[t]he provider agrees to utilize the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all new employees hired during the contract term by the Provider. Provider will also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the

employment eligibility of all new employees hired by the subcontractor during the contract term. Contractors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.”

26. Contractor must not subcontract any work under the purchase order without the prior consent of DOH. Contractor is responsible for ensuring satisfactory completion of all subcontracted work. Contractor must not sell, assign, or transfer any of its rights, duties, or obligations under the purchase order without the prior written consent of DOH. In the event of any assignment, Contractor remains secondarily liable for performance of the purchase order, unless DOH expressly waives it in writing. DOH may assign the purchase order with prior written notice to the Contractor.
27. The employment of unauthorized aliens by any contractor is considered a violation of Section 274A (e) of the Immigration and Nationality Act, 8 U.S.C. § 1324(a) (2006). A contractor who knowingly employs unauthorized aliens will be subject to a unilateral cancellation of the resulting purchase order.
28. Compliance with RESPECT: Pursuant to section 413.036(3), Florida Statutes, “It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned.”

Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

29. Compliance with PRIDE: Pursuant to section 946.515(6), Florida Statutes, “It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this contract shall be purchased from the corporation identified under chapter 946, Florida Statutes; in the same manner and under the same procedures set forth in section 946.515(2) and (4), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned.”

Additional information about PRIDE and the products it offers is available at <http://www.pride-enterprises.org>.

30. A purchase order may only be modified by a change order and must be agreed to by both DOH and the Contractor.
31. DOH will not contract with a Contractor that restricts the employment of its employees or subcontractors after conclusion or termination of a DOH purchase order. By accepting this order, Contractor agrees to this provision.
32. Pursuant to section 119.071, Florida Statutes, Contractor must keep and maintain public records that are required by DOH in order to perform the services required by this contract. Upon request of DOH, Contractor must provide the DOH with a copy of

requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law. Contractor must ensure that public records that are exempt or confidential and exempt from public record 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 Contractor does not transfer the records to DOH; and upon completion of the contract transfer to DOH, at no cost, all public records in possession of Contractor or keep and maintain public records required by the public agency to perform the service. If Contractor transfers all public records to DOH upon completion of the contract, the Contractor will destroy any duplicate public records that are exempt or confidential. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor will meet all applicable requirements for retaining public records. All records stored electronically must be provided to DOH in a format that is compatible with the information technology systems of DOH.

33. Pursuant to sections 11.06 and 216.347, Florida Statutes, purchase order funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or an Agency. However, section 287.058(6), Florida Statutes does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the purchase order, after the execution and during the term of the purchase order.

34. The state of Florida, Department of Financial Services requires vendors doing business with the State to submit a Substitute Form W-9 electronically. Vendors who do not have a verified Substitute Form W-9 on file will experience delays in processing contracts or payments from the State of Florida For more information go to: <https://flvendor.myfloridacfo.com/>.

35. MyFloridaMarketPlace Fees: Pursuant to Rule 60A-1.031, Florida Administrative Code the following language is added:

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), Florida Statutes. Payments issued by agencies or eligible users to Vendors for purchases of commodities or contractual services are subject to Transaction Fees, as prescribed by Rule 60A-1.031, Florida Administrative Code, or as may otherwise be established by law. Vendors shall submit monthly reports required by the rule. All reports shall be subject to audit. Failure to pay Transaction Fees or submit reports shall constitute grounds for default and exclusion from business with the State of Florida.

36. Cooperation with Inspectors General: Contractor acknowledges and understands that it has a duty to and will cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to section 20.055(5), Florida Statutes.

37. Commodities Logistics: The following provisions apply to all purchase orders unless indicated otherwise in the Scope of Work or purchase order:

- a) All purchases are F.O.B. destination, transportation charges prepaid.
- b) Each shipment must be shipped to the address indicated on the face of the purchase order and marked to the attention of the individual identified, if any. Each shipment must be labeled plainly with the purchase order number and

must show the gross, tare, and net weight. A complete packing list must accompany each shipment. This paragraph will also apply to any third party who ships items on behalf of the Contractor.

- c) No extra charges must be applied by Contractor for boxing, crating, packing, or insurance.
 - d) The following delivery schedule will apply: 8:00 a.m. to 4:00 p.m., Monday through Friday, excluding legal holidays.
 - e) If delivery to the specified destination cannot be made on or before the specified date, notify DOH immediately using the contact information provided in the MyFloridaMarketPlace system.
 - f) DOH assumes no liability for merchandise shipped to other than the specified destination.
 - g) Deliverables received in excess of quantities specified may, at DOH's option, be returned at the Contractor's expense. Substitutions are not permitted.
38. All limited liability companies, corporations, corporations not for profit, and partnerships seeking to do business with the State must be registered with the Florida Department of State in accordance with the provisions of Chapters 605, 607, 617, and 620, Florida Statutes, respectively prior to Contract execution. The Department retains the right to ask for verification of compliance before Contract execution. Failure of the selected contractor to have appropriate registration may result in withdrawal of Contract award.
39. Scrutinized Companies: The Contractor must comply with the provisions of section 287.135, Florida Statutes as follows:
- a) If the Contractor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, that it is not on the *Scrutinized Companies with Activities in Sudan List*, the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*, or that has been engaged in business operations in Cuba or Syria, this purchase order may be terminated at the option of DOH.
 - b) If the Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel this purchase order may be terminated at the option of DOH.
40. **If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the custodian of public records at (850) 245-4005, by emailing PublicRecordsRequest@flhealth.gov; or by mail at 4052 Bald Cypress Way, Bin A02, Tallahassee, FL 32399.**

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT

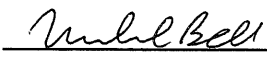
BGEX - 670 - 05011900000000001331
BGRV - 670 - 05011900000000000478

FUND 0001 - General Fund

Use this form to provide budget for items not anticipated in the budget.

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED 5/1/2019	REMAINING BALANCE
Revenue								
0001-670-4104-3129	Fed Grant Other Public Safety	0	0	30,498		30,498		
	Total Revenue and Balance	1,404,865,328	1,447,626,986	30,498	0	1,447,657,484		
Expense								
0001-670-4104-3431	Laboratory Testing	0	15,000	30,498		45,498	0	45,498
	Total Appropriation and Expenditures	1,404,865,328	1,447,626,986	30,498	0	1,447,657,484		

MEDICAL EXAMINER
INITIATING DEPARTMENT/DIVISION
Administration/Budget Department Approval
OFMB Department - Posted

Signatures	Date
	5/6/19

By Board of County Commissioners
At Meeting of _____
6/18/2019
Deputy Clerk to the
Board of County Commissioners