

6F-2

Agenda Item #: [REDACTED]

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: December 07, 2021 Consent Regular
 Workshop Public Hearing

Department: Fire-Rescue

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

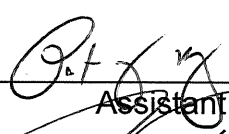
A) an agreement with ONEBLOOD, Inc. a Florida not for profit to purchase blood components and certain services for a five-year period (December 7, 2021 – December 6, 2026) for an estimated contract amount of \$341,750; and

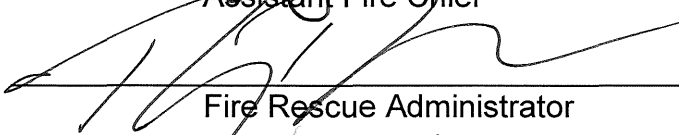
B) a Business Associate Agreement (BAA) with ONEBLOOD, Inc.


SUMMARY: Palm Beach County Fire Rescue is seeking approval to enter in to a sole source agreement with ONEBLOOD, Inc. for the procurement of Blood products and other services identified in this agreement. The agreement will allow Palm Beach County Fire Rescue to secure and administer blood components that will increase the opportunity for survivability in critically ill trauma patients. These components will be available on Trauma Hawk and certain Fire Rescue Emergency Medical response vehicles within Palm Beach County. The Agreement requires the County agree to a limitation of liability for direct damages in the amount of \$200,000, which deviates from the County's standard contract terms. In accordance with PPM CW-F-049, the Department of Risk Management and the County Attorney's Office have reviewed the terms and have agreed to the deviations. Countywide (SB)

Background and Justification: This agreement will allow Palm Beach County Fire Rescue to enhance the limited treatment options currently available to critically injured trauma patients. Similar programs have been implemented in Texas and Broward County with great success.

- Attachments
1. Agreement
 2. BAA

Recommended by:  11-22-2021
Assistant Fire Chief Date

Approved by:  11/22/2021
Fire Rescue Administrator Date

Approved by:  12/6/21
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>85,960</u>	<u>61,141</u>	<u>62,975</u>	<u>64,864</u>	<u>66,810</u>
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>85,960</u>	<u>61,141</u>	<u>62,975</u>	<u>64,864</u>	<u>66,810</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Proposed Budget? Yes X No

Does this item include the use of federal funds? Yes No X

Budget Account No.: Fund 1300 Dept. 440 Unit 4243 Object/Rev Source 5230/5231

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

Funding in available in the Medial Services (4243)
 Medical-Surgical Supplies (5230) FY2022 \$59,360 with 3% escalator for FY2023-FY2026
 Medicine & Drugs (5231) \$26,600 FY2022 – One Time costs

C. Departmental Fiscal Review: *[Signature]*

III. REVIEW COMMENTS

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

<p><u><i>[Signature]</i></u> 12/1/21 OFMB <i>AD</i> 11/22/21</p>	<p><u><i>[Signature]</i></u> 12/2/21 Contract Development and Control 12-2-21</p>
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B. Legal Sufficiency

[Signature] 12/3/21
 Assistant County Attorney

* Original or e-signatures are expected to be received on 12/6/21, and signature page will be replaced upon receipt.

C. Other Department Review: _____
 Department Director

REVISED 9/03
 ADM FORM 01

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

**BLOOD AND BLOOD COMPONENTS
SUPPLY AND SERVICES AGREEMENT**

Dated as of December 7th
~~Sept 15~~, 2021

By and Between

**ONEBLOOD, INC.
("OneBlood")**

and

**PALM BEACH COUNTY
("County")**

**BLOOD AND BLOOD COMPONENTS
SUPPLY AND SERVICES AGREEMENT**

December 7th

THIS BLOOD AND BLOOD COMPONENTS SUPPLY AND SERVICES AGREEMENT (this "Agreement"), made and entered into as of ~~Sept 15~~, 2021, and effective as of the Effective Date, as hereinafter defined, by and between ONEBLOOD, INC., a Florida not-for-profit corporation (as hereinafter defined, "OneBlood"), and PALM BEACH COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners (the "County").

W I T N E S S E T H:

WHEREAS, capitalized terms used herein and not otherwise defined shall have the respective meanings set forth in Section 1 hereof; and

WHEREAS, OneBlood is engaged in the procurement, storage, and distribution of Components and in providing certain related Services; and

WHEREAS, County, for its Fire Rescue Department (as hereinafter defined, "Fire Rescue"), desires to procure its requirements of Components and certain Services from OneBlood; and

WHEREAS, OneBlood desires to provide such Components and certain related Services to Fire Rescue, subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Definitions**. As used in this Agreement, the following capitalized terms shall have the respective meanings as follows:

"AABB" shall mean AABB, formerly known as the American Association of Blood Banks, and any successor accrediting agency for blood banks.

"Agreement" shall mean this Blood and Blood Components Supply Agreement, together with all written amendments hereto hereafter executed and delivered by the parties in the manner contemplated hereby.

"Applicable Law" shall have the meaning set forth in Subsection 11(a) of this Agreement.

"Cause" shall mean cause adequate to support a party's termination of this Agreement, which shall consist of the other party's failure, after the applicable notice and cure period, to perform or observe any material covenant or obligation contained in this Agreement.

“Components” shall mean transfusable human blood cellular and plasma products, all as more specifically described on Exhibit A attached hereto, and such other components, if any, as hereafter may be made available and mutually agreed to by the parties..

“Confidential Information” shall have the meaning set forth in Subsection 11(h) of this Agreement.

“Effective Date” shall mean the date on which this Agreement shall become effective and OneBlood shall commence providing Components to Fire Rescue hereunder, which shall be ~~September 15, 2020~~

December 7th, 2021

“FDA” shall mean the U.S. Food and Drug Administration, an agency of the U.S. government, together with any successor agency.

“Federal Electronic Transactions Regulations” shall mean the federal standards for electronic transactions contained in the Federal Electronic Transactions Regulations, 45 C.F.R. Parts 160 and 162, as amended.

“Federal Health Care Programs” shall mean the federal health care programs as defined in 42 U.S.C. Section 1320a-7b(f), as amended.

“Federal Privacy Regulations” shall mean the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164, as amended.

“Federal Security Regulations” shall mean the federal security standards contained in 45 C.F.R. Parts 160, 162 and 164, as amended.

“Fire Rescue” shall mean Palm Beach County, for its Fire Rescue Department, located at 405 Pike Road; West Palm Beach, Florida 33411, together with its successors and permitted assigns, if any.

“Force Majeure” shall mean labor disturbances, riots, fires, earthquakes, floods, storms, lightning, epidemics, pandemics, war, disorders, hostilities, expiration or confiscation of properties, failure of and delays by carriers, interference by civil or military authorities, whether legal or de facto, and whether purporting to act under some constitution, decree or law, or otherwise, acts of God, and all similar acts and occurrences beyond the reasonable control of a party.

“GAO” shall mean the Comptroller General of the General Accounting Office of the United States.

“HBV” shall mean hepatitis B virus.

“HCV” shall mean hepatitis C virus.

“HHS” shall mean the Department of Health and Human Services of the United States.

“HIPAA” shall mean the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d through d-9, as amended.

“HIPAA Requirements” shall mean HIPAA and any current and future regulations promulgated thereunder including, without limitation the Federal Privacy Regulations, the Federal Security Regulations, and the Federal Electronic Transactions Regulations.

“HITECH” shall mean the Health Information Technology for Economic and Clinical Health Act of 2009, as codified at 42 U.S.C. § 17931, as amended.

“HIV” shall mean human immunodeficiency virus.

“Individually Identifiable Health Information” shall mean individually identifiable health information as defined in 42 U.S.C. Section 1320d(6), as amended.

“Joint Commission” shall mean the independent not-for-profit organization known as the “Joint Commission” that accredits and certifies more than 15,000 health care organizations and programs in the United States. The Joint Commission was formerly known as the Joint Commission on Accreditation of Healthcare Organizations.

“OneBlood” shall mean OneBlood, Inc., a Florida not-for-profit corporation, exempt from federal income taxation pursuant to Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, together with its successors and permitted assigns, if any.

“Protected Health Information” or “PHI” shall mean protected health information, as defined in 45 C.F.R. Section 160.103, as amended.

“Services” shall mean the basic services to be provided by OneBlood to Fire Rescue, as described in Section 2 of this Agreement and any additional services provided by OneBlood that may be more specifically set forth in one or more supplemental writings executed by OneBlood and County, which shall become part of this Agreement and subject to the terms hereof.

“Standards” shall mean the relevant and applicable rules, regulations and guidelines governing the procuring, storage and preservation of the Components promulgated from time to time by the FDA Center for Biologics Evaluation and Review, the AABB and/or other regulatory agencies or other organizations.

“Term” shall have the meaning set forth in Subsection 7(a) of this Agreement.

2. Basic Supply and Services.

(a) Requirements Contract. Subject to the limitations set forth in Subsection 2(b) hereof, during the Term Fire Rescue shall obtain its requirements of Components from OneBlood, and OneBlood shall supply Fire Rescue with its requirements of Components. Components will be supplied to Fire Rescue on an as-needed basis as such Components are requested by Fire Rescue and are available for delivery. During the Term Fire Rescue shall be

precluded from obtaining Components from other suppliers; provided, however, that Fire Rescue shall be permitted to obtain any Component from a source other than OneBlood in any instance when Fire Rescue requests such Component from OneBlood and OneBlood is unable to provide the same in a timely manner (*i.e.*, by the time when Fire Rescue reasonably requires such Component).

(b) Provision of Components. Due to the unpredictable nature of the demands for Components, OneBlood is not able to guarantee Fire Rescue the availability of all or any portion of the Components to be supplied hereunder. OneBlood does agree, however, that (1) it will use its reasonable best efforts to supply all Components ordered by Fire Rescue in an expeditious fashion, and (2) at no time during the Term will OneBlood so conduct its operations that any other customer regularly receives preferential treatment in the allocation of Components. OneBlood has no reason to believe that, in the absence of special circumstances, it will be unable to provide any and all Components required by Fire Rescue in connection with its normal operations.

(c) Components Supplied for Use at Fire Rescue Only. The parties acknowledge that as of the date hereof, OneBlood's charges for Components are lower than the corresponding charges of most other blood suppliers in the United States. OneBlood also has obligations to supply Components at approximately the same charges to a number of other health care facilities in OneBlood's service area. OneBlood therefore requires, and Fire Rescue specifically agrees, that Components supplied by OneBlood will not be used at any location other than Fire Rescue locations.

(d) Storage. Until Components are used by Fire Rescue, Fire Rescue will provide appropriate temperature-controlled storage of such Components and otherwise comply with the Standards in all respects. Fire Rescue shall provide to OneBlood's Medical Director or his designee, upon request, reasonable access to the storage facilities and related records maintained by Fire Rescue to the extent necessary for OneBlood to verify that all requirements for inspection and accreditation are being satisfied.

(e) Fire Rescue Responsibilities. Fire Rescue shall be responsible for controlling orders for Components by its physicians and other personnel, and OneBlood shall not be responsible for verifying orders from Fire Rescue or controlling the use of Components by Fire Rescue. In addition, where applicable, Fire Rescue will be responsible for the proper labeling of request forms and patient specimens. Fire Rescue will provide only specified patient information that is necessary for OneBlood to verify that all requirements for inspection and accreditation are satisfied. This information may include recipient consent (if applicable), order for the transfusion (may include standing order), recipient's information including at least two patients identifiers, unit information, unit number, blood component, blood type, unit expiration date, identification of the person that performed the transfusion and the second person who has participated in the identification of the person and the visual inspection of the unit being transfused, vital signs of the patient prior to transfusion, during the transfusion and at the conclusion of the transfusion; date and time of the transfusion (start and end times); volume transfused; any signs and/or symptoms of transfusion reactions; and records related to Component storage (refrigerator temperatures QC Alarm checks, maintenance on the equipment).

(f) Returns. Fire Rescue may return Components obtained from OneBlood and receive credit for the fees charged by OneBlood, as permitted under OneBlood's return policies in effect from time to time; provided, that all of the requirements listed below are met:

(1) Damaged Components. If Components arrive to Fire Rescue in a damaged condition, or in a condition rendering the Components unsuitable for transfusion, Fire Rescue may return such Components to OneBlood (or discard the Components upon OneBlood's request) for full or partial credit; provided however, that in order to receive such credit, Fire Rescue must inform OneBlood of such condition within ten (10) days of delivery of the Components to Fire Rescue. OneBlood shall maintain responsibility for any delivery costs associated with such returns.

(2) Recalled or Withdrawn Components. In the event the FDA or other regulatory agency requires OneBlood to withdraw or recall Components, Fire Rescue shall return the Components to OneBlood in accordance with Subsection 2(f)(3) for full or partial credit, as applicable. OneBlood shall maintain responsibility for any delivery costs associated with such returns.

(3) Components Returned or Redistributed at OneBlood's Request. In the event OneBlood requests that Fire Rescue return or redistribute Components due to emergency conditions or requirements, Fire Rescue shall receive a full credit for such returned or redistributed product. OneBlood shall maintain responsibility for any delivery costs associated with such returns or redistributions.

(4) Broken/Defective Bags. OneBlood will provide credit for broken/defective bags during thawing of blood products.

(5) Return Authorization. Before returning Components to OneBlood for any reason, Fire Rescue must complete a return authorization form through BloodHub. All shipments of returned Components must be accompanied by a completed return authorization form. Units ordered STAT are not returnable for credit under OneBlood's return policy.

Any Component that is returnable for credit and re-issue is a resource of the regional community serviced by OneBlood, and any such units will be immediately released to OneBlood upon request to enable OneBlood to respond to an imminent transfusion need for that Component by another customer of OneBlood. Returns and fee credits are subject to the conditions and limitations contained herein or in OneBlood's return policies in effect from time to time. OneBlood may change its return policies from time to time by providing Fire Rescue thirty (30) days' prior written notice of any such change.

(g) Exchanges. Notwithstanding anything herein to the contrary, Fire Rescue may exchange components with hospitals upon their sole discretion.

3. OneBlood's Charges. As consideration for its providing Components under this Agreement, OneBlood shall be entitled to compensation as follows:

(a) Charges.

(1) Upon the issuance to Fire Rescue of a Component or Service, Fire Rescue shall become obligated to pay OneBlood's charges with respect to such Component as specified in Subsection 3(b) or 3(c) hereof, as applicable. OneBlood may allow Fire Rescue to return unused Components, but only in strict compliance with OneBlood's return policies in effect from time to time. OneBlood shall have the power to change its return policies from time to time by providing Fire Rescue with thirty (30) days' prior written notice of any such change.

(2) OneBlood's charges shall be due from Fire Rescue irrespective of whether Fire Rescue can charge or collect from its patient or others for the Components or Services delivered. To the extent necessary for compliance with billing requirements of Medicare, Medicaid or other third party payors, OneBlood delegates and assigns to Fire Rescue OneBlood's rights to bill Fire Rescue's patients for Components and Services provided to them by OneBlood under this Agreement.

(b) Charges for Components. The initial level of OneBlood's charges for Components and certain services shall be as set forth in Exhibit A attached hereto. However, OneBlood's charges for any or all of such Components and such services may be adjusted by OneBlood upon thirty (30) days' prior written notice to Fire Rescue of the new charges applicable to such Components or services.

(c) Charges for Additional Services. The level of charges for additional items and services not equipment (*i.e.*, items or services other than Components or certain services referenced in Subsection 3(b) above) shall be as provided to Fire Rescue by OneBlood in writing from time to time. The parties acknowledge that Fire Rescue is not obligated to procure any additional items or additional services from OneBlood; provided, however, that Fire Rescue will not obtain any such Products listed in Exhibit A from any other provider except in the event that OneBlood is unable to provide such Products listed in Exhibit A.

(d) Billing Policies; Interest on Overdue Amounts. During the Term OneBlood will bill Fire Rescue daily for all charges incurred by Fire Rescue throughout the month. All OneBlood charges are exclusive of any administrative fee charged by Fire Rescue to its patients or otherwise, and OneBlood shall have no input into the manner in which Fire Rescue prices any Component. To ensure that payments are processed efficiently for both parties, Fire Rescue agrees to remit payments via ACH credit to:

OneBlood, Inc.
Bank Routing Number (ABA): 021052053
Account Number: 97688250

➤ Please email ACH remittance information to accounts.aceivable@oneblood.org and reference the customer number and invoice number(s) paid.

Payment terms are net thirty (30) days from the date of OneBlood's invoice. Amounts not paid by Fire Rescue within sixty (60) days following the date of OneBlood's invoice shall bear interest at a rate of 1.5% per month until paid, as allowed by law. If OneBlood's invoice is past due more than sixty (60) days, OneBlood reserves the right to terminate this Agreement or suspend Services until payment is received.

4. Delivery.

(a) Routine Delivery of Red Blood Cells and Plasma Components. OneBlood will be responsible for one routine delivery per week (Monday through Friday), if required, for red blood cells and plasma Components to Fire Rescue. Such routine delivery for red blood cells and plasma Components shall be without charge to Fire Rescue.

(b) Emergency Delivery of Components. Emergency deliveries of Components to Fire Rescue (*i.e.*, any delivery other than the routine deliveries contemplated by Subsection 4(a) above) will be accomplished by surface courier or commercial transport, whichever is quickest and safest, in OneBlood's discretion. Charges for such delivery shall be the responsibility of Fire Rescue. If a OneBlood courier is used for any such emergency delivery, then OneBlood's charge therefor shall be as set forth in Exhibit A; however, if a third-party courier is engaged by OneBlood for an emergency delivery, then the charge to Fire Rescue will be whatever OneBlood is required to pay to the third-party courier.

(c) Delivery within Fire Rescue. After deliveries have been made to Fire Rescue in the manner contemplated by Subsections 4(a) and 4(b), the delivery of Components within Fire Rescue, to its customers or otherwise will be the sole responsibility of Fire Rescue.

5. Delay. Neither party shall be responsible for delays, failures or omissions hereunder due to Force Majeure or due to any other cause beyond such party's control that could not be overcome with the exercise of diligence or commercially reasonable efforts. The time for performance shall be deemed extended for a period equal to the duration of such event.

6. Records.

(a) Retention. OneBlood shall keep at its office accurate, full and complete books, records and accounts in respect of all Components provided to Fire Rescue hereunder. During the Term, OneBlood, upon reasonable request and at reasonable hours, shall make such books and records available for inspection by Fire Rescue personnel for at least four (4) years after completion or termination of this Agreement or such record retention period as is required by Applicable Laws or Standards, whichever is longer. All books and records maintained hereunder shall be maintained in accordance with the Standards and all other regulatory and accrediting agency requirements to which OneBlood and/or Fire Rescue is subject.

(b) Audit. To the extent required by Applicable Law, documents, records, reports and other materials produced hereunder shall be subject to disclosure to, and inspection and audit by, the Palm Beach County Office of the Inspector General, pursuant to Palm Beach County Code, Sections 2-421 - 2-440, as amended.

(c) Public Records. As provided under Section 119.0701, Florida Statutes, if OneBlood: (i) provides a service, and (ii) acts on behalf of the County as provided under Section 119.011(2), Florida Statutes, OneBlood will comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time, in which circumstance OneBlood will be specifically required to:

(1) Keep and maintain public records required by the County to perform such services.

(2) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.

(3) 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 Agreement Term, and following completion of the Agreement if OneBlood does not transfer the records to the County.

(4) Upon completion of the Agreement, transfer, at no cost to the County, all public records in possession of OneBlood or keep and maintain public records required by the County to perform such services. If OneBlood transfers all public records to the County upon completion of the Agreement, OneBlood shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If OneBlood keeps and maintains public records upon completion of the Agreement, OneBlood shall meet all applicable requirements for retaining public records. All records stored electronically by OneBlood must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

IF ONEBLOOD HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ONEBLOOD'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

Failure of OneBlood to comply with the requirements of this Subsection 6(c), if and when applicable, shall be a material breach of this Agreement for which the County shall have the right to terminate this Agreement for Cause pursuant to Subection 7(b)(2). The parties acknowledge that Subsection 6(c) above does not apply to this Agreement because OneBlood is not acting on behalf of the County or Fire Resecue, as contemplated by Florida Statute 119.0701.

7. Term and Termination.

(a) Term. The term of this Agreement (the "Term") shall commence on the Effective Date and, unless sooner terminated in accordance with Subsection 7(b), shall extend until

11:59 p.m. on the calendar day immediately preceding fifth anniversary of the Effective Date. Notwithstanding the foregoing, the parties shall review this Agreement from time to time as contemplated by AABB standard 4.2.1, and the parties may by written instrument amend this Agreement pursuant to Subsection 13(c) to incorporate any needed changes on which both OneBlood and the County shall agree.

(b) Termination. This Agreement may be terminated as follows:

(1) Either party hereto may terminate this Agreement without Cause upon one hundred eighty (180) days' prior written notice to the other party; provided, that the parties may not terminate this Agreement without Cause until after the first anniversary of the Effective Date. In the event of such termination under this Subsection 7(b)(1), any and all charges outstanding at termination will be due and payable within thirty (30) days following the date of OneBlood's final invoice.

(2) Either party hereto may terminate this Agreement for Cause that shall not have been cured within sixty (60) calendar days following the non-terminating party's receipt of written notice thereof specifying the Cause. In the event of such termination under this Subsection 7(b)(2), any and all charges outstanding at termination will be due and payable within thirty (30) days following the date of OneBlood's final invoice.

(3) This Agreement may be terminated immediately by either the County or OneBlood if any license that OneBlood needs in order to provide Components in the manner contemplated hereby should be suspended or revoked, if either party shall fail to comply with a material requirement of Applicable Law as required by Subsection 11(a), or if OneBlood shall be in breach of Subsection 11(c). In the event of such termination under this Subsection 7(b)(3), any and all charges outstanding at termination will be due and payable within thirty (30) days following the date of OneBlood's final invoice.

(c) Survival of Obligations. All obligations of the parties for any period prior to termination or expiration of this Agreement that are intended to extend beyond the Term shall survive the termination of this Agreement, and any termination or expiration of this Agreement shall be without prejudice to any claims for damages or other rights against the other party that preceded or resulted from termination or expiration.

8. Disclaimer of Warranties. PURSUANT TO SECTION 672.316(5), FLORIDA STATUTES, THE PROCUREMENT, PROCESSING, STORAGE, DISTRIBUTION OR USE OF COMPONENTS IS DECLARED TO BE A SERVICE THAT DOES NOT CONSTITUTE A SALE OF A PRODUCT, WHETHER OR NOT ANY CONSIDERATION IS GIVEN THEREFOR, AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE SHALL NOT BE APPLICABLE. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, ONEBLOOD FURTHER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, AS TO THE CONDITION OF COMPONENTS TO BE PROVIDED UNDER THIS AGREEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ONEBLOOD SPECIFICALLY DISCLAIMS ANY

IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9. **Quality Assurance; Lookback.**

(a) Quality Assurance. OneBlood shall be responsible for and will maintain a quality assurance program to ensure the quality of the Components provided hereunder and its compliance with the rules and regulations to which it is subject. Without limiting the generality of the foregoing, OneBlood agrees that all Components provided to Fire Rescue hereunder shall have been tested in accordance with the relevant requirements of the FDA and the AABB, and shall be in compliance with any accreditation requirements of the Joint Commission. OneBlood will promptly notify Fire Rescue when changes to the program have been made that could affect the safety of Components provided hereunder.

(b) Lookback. In compliance with the applicable rules of the FDA and/or the accrediting standards of the Joint Commission, OneBlood hereby agrees:

(1) to notify Fire Rescue within three (3) calendar days after OneBlood determines that a donor of Components tests repeat reactive for conditions requiring donor lookback, but only if such donor made previous donations from which Components were sent to Fire Rescue that still could remain in available inventory;

(2) to notify Fire Rescue promptly if OneBlood should discover that certain potentially infectious Components have been made available to Fire Rescue;

(3) to notify Fire Rescue within three (3) calendar days after OneBlood determines that it has supplied Components collected from a donor who tested negative at the time of the donation but subsequently tested reactive for HIV, HBV, or HCV on a later donation, or subsequently is determined by OneBlood to be at increased risk for transmitting HIV, HBV or HCV; and

(4) to notify Fire Rescue, within forty-five (45) days after the initial test, of the results of any supplemental screening test for HIV, HBV or HCV, or any other follow-up testing required by the FDA, to complete the notification above in Subsection 9(b)(3).

The purpose of such notification is to enable Fire Rescue to take proper health and safety steps to minimize further spread of infection. OneBlood shall comply with its obligations under the rules referenced in subsection (b) above in a manner consistent with its reasonable interpretation of such rules. Notification will be made by telephone followed up by written notification to be sent or given in the manner contemplated by Subsection 13(d) of this Agreement.

County's Insurance. County is a political sub-division of the State of Florida subject to the limitations of 768.28 (FS) as amended. County shall maintain a prudent liability program with regard to its obligations under this Agreement. County shall provide proof of liability protection to OneBlood within ten (10) days of a written request. County shall notify OneBlood within ten

(10) days of any changes to insurance. Nothing herein shall serve as a waiver of sovereign immunity.

OneBlood's Insurance. OneBlood shall maintain at its sole expense, in full force and effect, at all times during the term of this Agreement, liability insurance with limits of at least \$1,000,000 per occurrence and \$3,000,000 per aggregate. Failure to maintain the required insurance shall be considered default of the Agreement. The requirements contained herein, as well as COUNTY's review or acceptance of insurance maintained by OneBlood, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by OneBlood under the Agreement, provided that OneBlood's potential liability to pay any damages to County shall be limited to the same extent that County's liability to OneBlood is under 768.28 (FS) as amended. OneBlood agrees to notify the COUNTY at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where applicable, coverage and endorsements shall apply on a primary and non-contributory basis.

11. Compliance and Representations.

(a) Compliance with Applicable Law. Both parties agree to comply with all applicable federal, state and local laws, statutes, regulations, codes, ordinances, rules and/or executive orders, as amended ("Applicable Law"). In the event a party fails to comply with a material requirement of Applicable Law, the non-breaching party shall immediately notify the breaching party and the non-breaching party may immediately terminate this Agreement in accordance with Subsection 7(b)(3).

(b) Regulatory Changes. Each party reserves the right to modify this Agreement, upon thirty (30) days' prior written notice to other party in the event that a change to any Applicable Law, government or AABB policy or program, Joint Commission standard or standard of care is proposed or adopted, which affects Components, rates or obligations hereunder; provided, however, the parties acknowledge and agree that any modification of this Agreement, except for an adjustment of charges for Components pursuant to Subsection 3(b) or a change to OneBlood's return policies, shall be set forth in a written amendment mutually agreed upon in accordance with Subsection 13(c).

(c) Representations as to Federal Health Care Programs. OneBlood represents and warrants to Fire Rescue that OneBlood (1) is not currently excluded, debarred, or otherwise ineligible to participate in Federal Health Care Programs; (2) is not a person who has been convicted of a criminal offense related to the provision of health care items or services but has not yet been excluded, debarred, or otherwise declared ineligible to participate in Federal Health Care Programs, and (3) is not, (A) to the best of its knowledge, under investigation, or (B) otherwise aware of any circumstances that, in either such case, reasonably could be expected to result in OneBlood's being excluded from participation in the Federal Health Care Programs. This shall be an ongoing representation and warranty during the Term, and OneBlood immediately shall notify Fire Rescue of any change in the status of this representation and warranty set forth in this Subsection 11(c). If OneBlood shall be in breach of this representation and warranty or if it otherwise should breach any of its obligations in this Subsection 11(c), Fire Rescue shall have the right to terminate this Agreement immediately in accordance with Subsection 7(b)(3).

(d) HIPAA and HITECH Requirements. Both parties agree to comply with any applicable HIPAA and HITECH Requirements. Without limiting the generality of the foregoing, the parties agree not to use or further disclose any Protected Health Information or Individually Identifiable Health Information in violation of any applicable HIPAA Requirements. To the extent that OneBlood is covered by the HIPAA Requirements, OneBlood will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to HHS as required for determining compliance with the Federal Privacy Regulations.

(e) Compliance with Applicable Laws and Standards. OneBlood will ensure that the Services to be provided will be provided in accordance with: (1) the applicable standards, if any, of the Joint Commission; (2) the applicable standards of the FDA and the AABB; and (3) to the extent material, all other applicable federal, state, county and city laws, ordinances, codes, regulations, and rules governing the Services provided by OneBlood under this Agreement. OneBlood further agrees, to the extent necessary to permit Fire Rescue to receive reimbursement for Services rendered by OneBlood under this Agreement, to make available to the HHS, the GAO or their authorized representatives, the contract, and books, documents and records relating to the nature and extent of the costs hereunder for a period of four (4) years after the furnishing of Services under the Agreement. In addition, OneBlood hereby agrees that if Services hereunder involving a value or cost of \$10,000 or more over a 12-month period are to be provided to Fire Rescue by a subcontractor that is an affiliate of OneBlood, then OneBlood will cause such affiliated subcontractor, upon request, to make available to HHS, the GAO, or their authorized representatives the contract, books, documents, and records relating to the nature and extent of the costs or services thereunder for a period of four (4) years after the furnishing of Services thereunder.

(f) Statement of Compliance. OneBlood's quality system is defined, documented, implemented and maintained in compliance with current good manufacturing requirements and AABB standards. OneBlood is accredited by the AABB in donor center activities and in immunohematology reference laboratory activities, accredited by the Centers for Medicare & Medicaid Services (CMS), licensed by the State of Florida Agency for Health Care Administration (AHCA), and licensed and registered by the FDA. OneBlood's laboratory director approves all methods used by each laboratory; where applicable, FDA-licensed or approved test kits and reagents are used. Performance of testing and interpretation of results are in accordance with manufacturer's instructions. As required by the Clinical Laboratory Improvement Amendments of 1988 (CLIA) rules in 42 C.F.R. Part 493, all testing personnel are qualified and deemed competent to perform high complexity testing, and the laboratory participates in a proficiency testing program for each tested analyte. OneBlood has agreements in place for outsourced activities and monitors compliance with these agreements through supplier qualification audits.

(g) Statement of Compliance with Bacterial Detection Requirements. In compliance with AABB standard 5.1.5.1 for a method to detect bacteria in platelet components, all of OneBlood's platelets, pheresis and whole blood derived pre-pooled platelets are cultured using the Biomerieux BacT/Alert Microbial Detection System, an FDA-approved testing method.

(h) Confidential Information. During the course of performing this Agreement, Fire Rescue may from time to time receive confidential information about OneBlood, and

OneBlood may from time to time receive confidential information about Fire Rescue, including but not limited to information about its business, customers, patients, patient records, practices, procedures, strategies, organization, financial data (including but not limited to charges for Components and Services) and other related information (“Confidential Information”). Each party agrees that Confidential Information disclosed to, or otherwise received by it, will, to the extent permitted by Applicable Law, be treated in accordance with the following:

(1) Each receiving party shall (A) hold in strict confidence the Confidential Information of the disclosing party; (B) not use or disclose any such Confidential Information to a third party for any purpose other than the limited purpose of performing its obligations under this Agreement without the prior express written consent of the disclosing party; and (C) disclose Confidential Information only as authorized or required by law or as may be authorized by the disclosing party or pursuant to a court order or, with respect to patient records, by written consent of the patient or the patient’s representative.

(2) If either party receives a public records request related to this Agreement pursuant to Chapter 119, Florida Statutes, that includes a request for OneBlood’s Confidential Information, then it shall immediately (not more than 48 hours after the receipt) notify the other party. OneBlood shall have no obligation to disclose directly to a requestor under this Agreement. OneBlood may object to the disclosure of any of its Confidential Information by County pursuant to such a public records request by notifying County of such objection within a reasonable amount of time. County shall reasonably cooperate with OneBlood to identify the records, or any parts thereof, that are confidential and exempt from disclosure by County. If County notifies OneBlood of its disagreement of such confidential or exempt classification of documents, OneBlood may either immediately file an injunction or other necessary action with a court of competent jurisdiction in Palm Beach County, Florida, to prohibit such release, or immediately notify County of its decision not to file an injunction.

(3) If a receiving party is served with a subpoena or other legal process (other than a public records request pursuant to Chapter 119, Florida Statutes) concerning Confidential Information of the disclosing party, then the receiving party shall, to the extent permitted by law, immediately (not more than 48 hours after the receipt) notify the disclosing party and shall reasonably cooperate with it in any lawful effort to contest the legal validity of such process which the disclosing party may wish to pursue.

(4) This subsection (h) does not affect a receiving party’s right (A) to use or disclose information that is developed by the receiving party independently from the disclosing party’s Confidential Information, as supported by the receiving party’s written records; (B) to use or disclose information that is obtained without restriction by the receiving party from a third party who had a legal right to make such disclosure; (C) to use or disclose information that is publicly available other than through the fault or negligence of the receiving party; or (D) to disclose information in response to a valid public records request pursuant to Chapter 119, Florida Statutes, that is not considered confidential or exempt from disclosure, after compliance with subsection (2) above..

12. **No Joint Venture, Employment, or Agency Relationship.** Nothing contained herein shall be construed to create a joint venture, employer/employee, or principal/agent relationship between County and OneBlood. It is specifically agreed that OneBlood is and at all times shall remain an independent contractor rendering services to Fire Rescue. In performing their duties, OneBlood personnel shall take direction only from OneBlood supervisors and not from the staff or administration of Fire Rescue.

13. **Miscellaneous.** The following provisions shall govern this Agreement:

(a) **Requests.** All requests for Components or Services hereunder not specifically required by this Agreement or OneBlood's standard operating procedures to be in writing may be made orally or by telephone.

(b) **Rules of Construction.** The following rules of construction shall govern this Agreement:

(1) Section and Subsection headings used in this Agreement are for convenience of reference only and in no way define, limit or describe the scope or intent of this Agreement or affect its provisions.

(2) Whenever used herein, the singular shall include the plural, the plural the singular, and the use of any gender shall include all genders.

(3) The parties shall be deemed to have participated equally in the preparation of this Agreement, and this Agreement shall not be construed more strictly against one party than against the other.

(c) **Entire Agreement; Modification of Agreement.** This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all of the negotiations, understandings and representations (if any) made by and between such parties and all prior oral and written agreements between the parties (including their predecessor legal entities) with respect to the subject matter hereof. Without limiting the generality of the foregoing, as of the Effective Date this Agreement shall supersede any and all other existing agreements between OneBlood or any of its predecessor legal entities, on the one hand, and Fire Rescue, the County or any of their predecessor legal entities, on the other hand. In the event of any discrepancy between the terms of this Agreement and the terms of any Business Associate Agreement that may be executed between the parties hereto, the terms of this Agreement shall control and supersede the terms of the Business Associate Agreement, except that any terms of the Business Associate Agreement that are required by HIPAA, HITECH, or HIPAA/HITECH Requirements shall prevail and both agreements shall be interpreted in a manner that enables the parties to comply with HIPAA, HITECH, and HIPAA/HITECH Requirements. None of the terms or provisions hereof may be amended, supplemented, waived or changed orally, but only by a writing signed by OneBlood and the County and making specific reference to this Agreement except as otherwise specified in this Agreement; provided, that OneBlood may change its return policies and its charge levels in Exhibit A by providing notice to Fire Rescue as set forth herein; and provided, further, that the amendment of this Agreement to include an additional facility or agency owned or controlled by the County (and the resulting amendment of the

(i) Survival. Any provisions of this Agreement creating obligations or rights extending beyond the term of this Agreement shall survive the expiration or termination of this Agreement, regardless of the reason for such termination.

(j) No Use of Name. Neither party will use the name of the other party, or of any of its employees, for promotional or advertising purposes without prior written permission from the other party.

(k) No Referrals Required; Fair Market Value. The parties expressly agree that nothing contained in this Agreement is intended or shall be construed as an inducement to refer or admit any patients to, or order any goods or services from the other party. Neither party will knowingly or intentionally conduct itself in a manner which violates any federal or state anti-kickback statute, the criminal and civil False Claims Act, any federal or state self-referral statute, federal law or regulation, or which could reasonably result in such a violation. All amounts paid under this Agreement are expressly intended to reflect and do reflect fair market value for services rendered.

(l) OFCCP Compliance. The parties shall abide by the requirements of the U.S. federal regulations set forth in 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status, or disability.

(m) Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same instrument. Signatures to this Agreement transmitted by facsimile transmission, by electronic mail in "portable document format" (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature, as long as a certification of authenticity or a digital trail is provided, such as DocuSign.

(n) No Third Party Beneficiary. No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employee of the County or employee of OneBlood.

(o) Nondiscrimination. OneBlood warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

OneBlood shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall OneBlood retaliate against any person for reporting instances of such discrimination. OneBlood shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit OneBlood's otherwise lawful efforts to remedy the effects of marketplace discrimination. OneBlood understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement and disqualification or debarment of OneBlood from participating in County contracts. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

(p) Public Entity Crimes. The following, which is the text of Section 287.133(2)(a), Florida Statutes, as of the Effective Date, is included in this Agreement in accordance with Section 287.133(3)(a), Florida Statutes, and acknowledged by the parties:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

(q) Scrutinized Companies.

(1) As required by Florida Statutes Section 287.135, OneBlood certifies that (A) if this Agreement's value is \$1 million or more, it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Florida Statutes Section 215.473, and it does not have business operations in Cuba or Syria; and (B) it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes Section 215.4725, or engaged in a boycott of Israel. The foregoing certification must also be submitted at the time of Agreement renewal, if applicable.

(2) If OneBlood is found to have submitted a false certification as set forth subsection (1) above, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, then County may terminate this Agreement for Cause in accordance with Section 7(b)(2).

(r) E-VERIFY - EMPLOYMENT ELIGIBILITY:

OneBlood warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended. OneBlood may not enter into this Agreement, unless OneBlood (1) registered with and use the E-Verify System (E-Verify.gov), and beginning January 1, 2021 uses to electronically verify the employment eligibility of all newly hired workers; and (2) verify that all of OneBlood's subcontractors performing the duties and obligations of this Agreement are registered with the E-Verify System (E-Verify.gov), and that beginning January 1, 2021, and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers. OneBlood shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. OneBlood shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement which requires a longer retention period.

County shall terminate this Agreement if it has a good faith belief that OneBlood has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If County has a good faith belief that OneBlood's subcontractor has knowingly violated section 448.09(1), Florida Statutes, as may be amended, County shall notify OneBlood to terminate its contract with the subcontractor and OneBlood shall immediately terminate its contract with the subcontractor. If County terminates this Agreement pursuant to the above, OneBlood shall be barred from being awarded a future contract by County for a period of one (1) year from the date on which this Agreement was terminated. In the event of such contract termination, OneBlood shall also be liable for any additional costs incurred by County as a result of the termination.

(Signatures appear on the following page.)

IN WITNESS WHEREOF, the parties hereto, acting through their officers or representatives thereunto duly authorized, have executed and delivered this Agreement as of the day and year first above written.

ATTEST:
JOSEPH ABRUZZO, CLERK &
COMPTROLLER


PALM BEACH COUNTY, FLORIDA,
BY ITS BOARD OF COUNTY
COMMISSIONERS

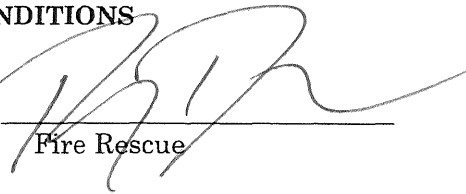
By: _____
Deputy Clerk

By: _____
Dave Kerner, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

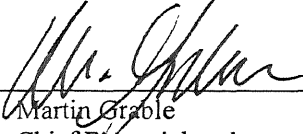
APPROVED AS TO TERMS AND
CONDITIONS

By:  _____
County Attorney

By:  _____
Fire Rescue

"ONEBLOOD"

ONEBLOOD, INC.,
a Florida not-for-profit corporation

By:  _____
Martin Grable
Chief Financial and
Administrative Officer

~~WITNESSES:~~

~~(Signature)~~

~~Name (Type and Print)~~

~~(Signature)~~

~~Name (Type and Print)~~

**EXHIBIT LIST FOR BLOOD AND BLOOD
COMPONENTS SUPPLY AND SERVICES AGREEMENT**

Exhibit A: Identity and Charges for Components and Certain Services

EXHIBIT A

**Identity and Charges for Components
and Certain Services**

**OneBlood Fee List
Effective September 1, 2021**

Item #	Item Description	Fee per Unit
20180	Whole Blood Low Titer O Pos	\$435.00
20201	Red Blood Cells Leukoreduced	235.00
23400	Plasma (Liquid)	59.00
51004	Non-Crossmatch Set Up	48.00
51201	ABO Group & Rh Type	34.00
51253	Transportation Fees - Priority Shipment Services Area - 01	49.00
51264	Transfusion Review by OneBlood (one time fee)	1,050.00
53150	Zika Fees – RBC	8.57

**Business Associate Agreement
Between Covered Entity and Business Associate**

This Business Associate Agreement (“Agreement”) between Palm Beach County, hereinafter referred to as “Covered Entity,” and OneBlood, Inc., hereinafter referred to as “Business Associate,” is executed and effective as of October 13, 2021 (the “Effective Date”), to ensure that Business Associate will appropriately safeguard protected health information (“PHI”) that is created, received, maintained, or transmitted on behalf of the Covered Entity in compliance with the applicable provisions of Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, *et seq.*, as amended and any related regulations (“HIPAA”), and with Public Law 111-5 of February 17, 2009, known as the American Recovery and Reinvestment Act of 2009, Title XII, Subtitle D – Privacy, Sections 13400, *et seq.*, the Health Information Technology for Economic and Clinical Health Act, as amended and any related regulations (the “HITECH Act”). The parties have or are entering into an agreement under which the Business Associate will perform certain specified services for the Covered Entity.

A. General Provisions

1. **Meaning of Terms.** The terms used in this Agreement shall have the same meaning as those terms defined in HIPAA.
2. **Regulatory References.** Any reference in this Agreement to a regulatory section means the section currently in effect or as amended.
3. **Interpretation.** Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA.
4. **Conflict.** This Agreement is hereby incorporated into all past, present and future agreements and relationships between Covered Entity and Business Associate pursuant to which PHI is created, maintained, received or transmitted by Business Associate from or on behalf of Covered Entity in any form or medium whatsoever.

B. Obligations of Business Associate

Business Associate agrees that it will:

1. Not use or further disclose PHI other than as permitted or required by this Agreement or as required by law;
2. Use appropriate safeguards and comply, where applicable, with the HIPAA Security Rule with respect to electronic protected health information (“e-PHI”) and implement appropriate physical, technical and administrative safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement;
3. Report in writing to the Covered Entity any use or disclosure of PHI not provided for by this Agreement of which Business Associate becomes aware, including any security incident (as defined in the HIPAA Security Rule) and any breach of unsecured PHI (as

defined in the HIPAA Breach Notification Rule) without unreasonable delay and no later than sixty (60) days of Business Associate's discovery of the security incident or breach. Business Associate will comply with all applicable provisions of the HIPAA Breach Notification Regulations found at 45 CFR §164.400 *et seq.* when making breach notification to the Covered Entity;

4. In accordance with 45 CFR §164.502(e)(1)(ii) and §164.308(b)(2), ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate agree to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information by requiring such subcontractors to sign an agreement with Business Associate that contains, at a minimum, the same provisions as this Agreement;
5. Make PHI in a designated record set available to the Covered Entity and to an individual who has a right of access in a manner that satisfies the Covered Entity's obligations to provide access to PHI in accordance with 45 CFR §164.524 within 30 days of a request;
6. Make any amendment(s) to PHI in a designated record set as directed by the Covered Entity, or take other measures necessary to satisfy the Covered Entity's obligations under 45 CFR §164.526;
7. Maintain and make available information required to provide an accounting of disclosures to the Covered Entity or an individual who has a right to an accounting within 60 days and as necessary to satisfy the Covered Entity's obligations under 45 CFR §164.528;
8. To the extent that Business Associate is to carry out any of the Covered Entity's obligations under the HIPAA Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to the Covered Entity when it carries out that obligation;
9. Make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of the Covered Entity, available to the Secretary of the Department of Health and Human Services for purposes of determining Business Associate's and the Covered Entity's compliance with HIPAA and the HITECH Act;
10. Restrict the use or disclosure of PHI if the Covered Entity notifies Business Associate of any restriction on the use or disclosure of PHI that the Covered Entity has agreed to or is required to abide by under 45 CFR §164.522.

C. Permitted Uses and Disclosures by Business Associate

The specific uses and disclosures of PHI that may be made by Business Associate on behalf of the Covered Entity include any uses or disclosures of PHI permitted by HIPAA that are necessary to perform the services that Business Associate has been engaged to perform on behalf of the Covered Entity.

D. Term and Termination

1. This Agreement shall become effective on the Effective Date and shall continue in effect until the later of (a) the termination of this Agreement by mutual agreement of the parties or pursuant to Section D.2; or (b) when all of the PHI provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity, or, if it is not feasible to return or destroy PHI, when protections are extended to such information, in accordance with the termination provisions of this Section D. In addition, certain provisions and requirements of this Agreement shall survive its expiration or other termination in accordance with this Section D.
2. The Covered Entity may terminate this Agreement if the Covered Entity determines that Business Associate has violated a material term of the Agreement. If either party knows of a pattern of activity or practice of the other party that constitutes a material breach or violation of the other party's obligations under this Agreement, that party shall provide the party in violation with thirty (30) days' written notice of the existence of an alleged violation and an opportunity to cure the alleged material violation upon mutually agreeable terms. If cure is not possible or if the party in violation does not cure or end the violation, the non-violating party may immediately terminate this Agreement. Furthermore, if the Covered Entity knows of a pattern of activity or practice of the Business Associate that constitutes a material breach or violation of the Business Associate's obligations under this Agreement, the Covered Entity shall have the right to take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps are unsuccessful, terminate the Agreement, if feasible.
3. Upon termination of this Agreement for any reason, Business Associate shall return to the Covered Entity all PHI received from the Covered Entity, or created, maintained, or received by Business Associate on behalf of the Covered Entity that Business Associate still maintains in any form. To the extent permitted by law, Business Associate shall retain no copies of the PHI. If return is infeasible, the protections of this Agreement will extend to such PHI and Business Associate will limit further uses and disclosures to those purposes that make the return of the PHI infeasible.

E. Miscellaneous Provisions

The provisions of Section 13 of that certain Blood and Blood Components Supply and Services Agreement between the parties hereto, of even date herewith, to the extent not in conflict with the provisions of this Agreement, shall also apply to this Agreement and are incorporated herein by this reference.

Agreed to this _____ day of _____, 2021

COVERED ENTITY

**ATTEST:
JOSEPH ABRUZZO, CLERK &
COMPTROLLER**


**PALM BEACH COUNTY, FLORIDA,
BY ITS BOARD OF COUNTY
COMMISSIONERS**

By: _____
Deputy Clerk

By: _____
Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS


By: 
for Shawn Burrows

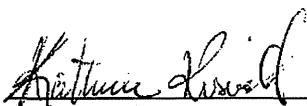
By: 

BUSINESS ASSOCIATE

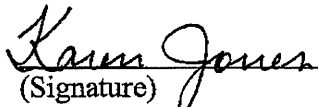
ONEBLOOD, INC.

WITNESSES:

By: 
Martin Grable
Chief Financial and
Administrative Officer


(Signature)

KATHERINE RISOLD
Name (Type and Print)


(Signature)

Karen Jones
Name (Type and Print)