Agenda Item #: **3S3**

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date:	September 15, 2026	[X] Consent [ ] Workshop	[ ] Regular [ ] Public Hearing
Department:	Fire Rescue		

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a Blood Exchange Program Agreement (Agreement) with Delray Medical Center, Inc., a Florida corporation doing business as Delray Medical Center (Hospital) effective September 15, 2026 through September 14, 2028, with one (1) renewal option of two (2) additional years. There is no cost associated with this Agreement.

SUMMARY: This Agreement establishes the terms and conditions for a Blood Exchange Program between the Hospital and Palm Beach County Fire Rescue (PBCFR). This Agreement promotes the desire to maintain an optimal stock of Blood Products for the County to have access to Blood Products at emergency incidents and the Hospital to have a backup supply of Blood Products in times of shortage. **Countywide (SB)**

Background and Justification: In July 2022, PBCFR established a program to administer blood components to critically injured trauma patients, which would increase the patients' opportunity for survivability. This new Agreement will allow for the exchange of Blood Products between the Hospital and PBCFR, which will reduce the waste of Blood Products, which is a limited commodity.

Attachment:

1. Agreement with Delray Medical Center (2)

Recommended by:	for Assistant Fire Chief	8.13.2026 Date
Approved by:	Fire Rescue Administrator	8.13.2026 Date
Approved by:	Deputy County Administrator	8/14/26 Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2026	2027	2028	2029	2030
Capital Expenditures					
Operating Costs					
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	*				
# ADDITIONAL FTE POSITIONS (Cumulative)	0				

Is Item Included in Current Budget? Yes ___ No X
Does this item include the use of Federal Funds? Yes ___ No X
Does this item include the use of State Funds? Yes ___ No X

Budget Account No.: Fund ___ Dept ___ Unit ___ Object/Rev Source ___

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

* There is no fiscal impact associated with this Agreement.

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

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

8/18/2026
OFMB
MO 8/18 JPA 8/18

8/19/26
Contract Development and Control
ZG 8.19.26

B. Legal Sufficiency

8/19/26
Assistant County Attorney

C. Other Department Review:

Department Director

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

BLOOD EXCHANGE PROGRAM AGREEMENT

THIS BLOOD EXCHANGE PROGRAM AGREEMENT (this "Agreement") is entered into on this 15th day of September, 2026, by and between **DELRAY MEDICAL CENTER, INC, a Florida corporation doing business as DELRAY MEDICAL CENTER** ("Hospital") and **PALM BEACH COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners (the "County").

Purpose

The purpose of this Agreement is to establish the terms and conditions for a blood exchange program between the Hospital and the County, for its Fire Rescue Department, to promote each party's desire to maintain an optimal stock of Blood Products for the County to have access to Blood Products at emergency incidents and the Hospital to have a backup supply of Blood Products in times of shortage.

Terms and Conditions

1. DEFINITIONS

As used in this Agreement, the following definitions apply:

"Blood Product(s)" shall mean the types of transfusable human blood product(s) specifically described on **Exhibit A** attached hereto. Exhibit A may be amended from time to time in writing by the Palm Beach County Fire Rescue Administrator and the Hospital's Chief Executive Officer, who are hereby authorized to amend Exhibit A on behalf of their respective party.

"Standards" shall mean the relevant and applicable rules, regulations and guidelines governing the procuring, storage and preservation of the Blood Products, as promulgated from time to time by the FDA Center for Biologics Evaluation and Review, the American Association of Blood Banks (AABB) and/or other regulatory agencies or other organizations.

2. TERM AND TERMINATION

2.1 This Agreement shall commence upon the approval of both parties and continue for a period of two (2) years, unless sooner terminated as provided herein. Upon mutual written agreement of both parties hereto, this Agreement may be extended for one (1) additional two (2) year period.

2.2 Termination Without Cause. Either party may, at its sole discretion, terminate this Agreement without cause by giving the other party at least thirty (30) days prior written notice.

2.3 Termination for Breach. Either party may terminate this Agreement by providing written notice upon breach by the other party of any material provision of this Agreement, provided such

breach continues for 15 days after receipt by the breaching party of written notice of such breach from the non-breaching party.

3. BLOOD PRODUCTS SUPPLIED BY THE HOSPITAL TO THE COUNTY

3.1. When a County Blood Product unit(s) has not less than five (5) days remaining before expiration, the County may initiate a Blood Product exchange with the Hospital. The County will provide said Blood Product unit(s) to the Hospital. In exchange, the Hospital shall simultaneously provide the County with the Hospital's unexpired Blood Product unit(s) with the longest shelf life at the time of exchange. The Blood Product unit(s) provided by the Hospital to the County shall be the same type of Blood Product (like for like), and the same number of units, that were provided by the County to the Hospital in the exchange.

3.2. If a Blood Product unit(s) is exchanged in a damaged condition, or in a condition rendering the Blood Product unit(s) unsuitable for transfusion, the County or the Hospital may return such Blood Product unit(s) to the other party (or discard the Blood Product unit(s) upon request) in exchange for another Blood Product unit(s) of the same type.

3.3 Hospital will prioritize shortest shelf life products for use. If the County Blood Product unit(s) provided expire without use on the Hospital side, the product will be transferred through BloodHub back to County upon expiration. Hospital will not pay for those expired units and County will be billed, at the PBCFR rate, through their third party Blood Product provider.

4. EMERGENCY BLOOD PRODUCTS SUPPLIED BY THE COUNTY TO THE HOSPITAL

4.1. In the event the Hospital is facing a shortage of blood, the Hospital may initiate a Blood Product exchange with the County as a backup or last resort to the Hospital. The County will provide the Hospital with the requested Blood Product unit(s), if the County has it available. Notwithstanding anything herein that may be construed to the contrary, the parties understand and agree that the County, through the Fire Rescue Department's Medical Services Division, must maintain a minimum number of Blood Product units in inventory at all times to be available for the County's response to emergency incidents; and therefore the County's provision of Blood Product units to the Hospital is subject to the County's determination of whether it has Blood Product units available to provide to the Hospital. The number of units that the County must maintain in its stock may vary based on operational needs, with the flexibility to adjust as necessary based on operational demands.

In exchange for the Blood Product unit(s) provided by the County to the Hospital, the Hospital shall provide the same number of Blood Product units to the County as soon as possible. The Blood Product unit(s) provided by the Hospital to the County shall be the same type of Blood Product (like for like), and the same number of units, that were provided by the County to the Hospital in the exchange. The Hospital agrees to expeditiously order Blood Products units as needed to provide the replacement Blood Product units to the County as soon as possible.

4.2. The Hospital shall make reasonable efforts to ensure that requesting Blood Products from the County occurs only when necessary, ensuring minimal disruption to the County's ability to respond to emergencies.

4.3. If a Blood Product unit(s) is exchanged in a damaged condition, or in a condition rendering the Blood Product unit(s) unsuitable for transfusion, the County or the Hospital may return such Blood Product unit(s) to the other party (or discard the Blood Product unit(s) upon request) in exchange for another Blood Product unit(s) of the same type.

5. INVENTORY MANAGEMENT

5.1. Both parties agree to maintain proper storage and handling conditions for Blood Product units in compliance with applicable laws, regulations, Standards and accrediting agency requirements.

5.2. Both parties agree to provide appropriate temperature-controlled storage of Blood Products units and otherwise comply with the Standards in all respects. Both parties shall provide, upon request of the other party or their representative, reasonable access to the storage facilities and related records maintained by the respective party to the extent necessary for the other party to verify that all requirements for inspection and accreditation are being satisfied.

5.3. The Hospital agrees to maintain an inventory of Blood Product units that allows for the seamless exchange of units when County Blood Product units are nearing expiration, and to communicate regularly with the County to ensure Blood Product units are exchanged in a timely manner.

5.4 The Hospital agrees to send to County a daily Blood Product unit inventory report. The report shall include quantity and expiration date and bar code of each Blood Product unit in the Hospital's inventory.

5.5 The Hospital agrees to incorporate exchanged Blood Product units received from the County into its inventory, and to first use Blood Product units that are closest to their expiration date without being expired.

6. MUTUAL RESPONSIBILITIES

6.1. Both parties agree to collaborate to promote the timely exchange of Blood Product units under this Agreement.

6.2. Both parties shall appoint a liaison to manage communication, coordination, and documentation of all Blood Product exchanges and usage.

6.3 Both parties shall maintain accurate, full and complete records relating to this Agreement and all Blood Products exchanged. During the term of this Agreement and to the extent permitted by law, both parties shall make such records available, at their place of business in Palm Beach County and during their regular business hours, for inspection by the other party

for at least five (5) years after completion or termination of this Agreement, or such record retention period as is required by applicable laws, regulations, Standards, and accrediting agency requirements, whichever is longer. All records maintained hereunder shall be maintained in accordance with applicable laws, regulations, Standards and accrediting agency requirements.

7. REPRESENTATIVE AND CONTRACT MONITOR

The County representative and contract monitor during the performance of this Agreement shall be the Fire Rescue Administrator, whose telephone number is (561) 616-7000. The Hospital representative and contract monitor during the performance of this Agreement shall be the Hospital CEO whose telephone number is (561) 495-3107.

8. INSURANCE

County's Insurance. County is a political sub-division of the State of Florida subject to the limitations of Section 768.28, Florida Statutes, as may be amended. County shall maintain a prudent liability program with regard to its obligations under this Agreement. County shall provide proof of liability protection to Hospital within ten (10) days of a written request. County shall notify Hospital within ten (10) days of any material changes to insurance. Nothing herein shall serve as a waiver of sovereign immunity.

Hospital 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 the County's review or acceptance of insurance maintained by Hospital, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Hospital under the Agreement. Hospital 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.

Additional Insured Endorsement: The Commercial General Liability policy shall be endorsed to include " Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents" as an Additional Insured. A copy of the endorsement shall be provided to COUNTY upon request.

9. INDEMNIFICATION

Hospital shall protect, defend, reimburse, indemnify and hold County, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of the Hospital's performance of the terms of this Agreement or due to the acts or omissions of Hospital. This article shall survive termination or expiration of this Agreement.

10. PERSONNEL

Each party represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. No employee or agent of either party shall be deemed either the employee or agent of the other party, for any purpose whatsoever. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the employing party's sole direction, supervision, and control; and the employing party shall exercise control over the means and manner in which it and its employees perform the services. All Hospital personnel and subcontractors, while on County premises, shall comply with all County requirements governing conduct, safety and security.

The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The Hospital is encouraged to seek additional small business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the Hospital shall promptly do so, subject to acceptance of the new subcontractor by the County.

11. AVAILABILITY OF FUNDS

The County's performance and obligations under this Agreement for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners.

12. SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

13. SUCCESSORS AND ASSIGNS; ASSIGNMENT

The County and the Hospital each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement.

Neither the County nor the Hospital shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other.

14. LAW AND VENUE; REMEDIES; NO THIRD PARTY BENEFICIARIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. 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 employees of the County and/or Hospital.

15. CONFLICT OF INTEREST

The Hospital represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in chapter 112, part III, Florida Statutes, and the Palm Beach County Code of Ethics, as may be amended. The Hospital further represents that no person having any such conflict of interest shall be employed for said performance of services. The Hospital shall promptly notify the County's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the Hospital's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Hospital may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the Hospital. The County agrees to notify the Hospital of its opinion by certified mail within thirty (30) days of receipt of notification by the Hospital. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Hospital, the County shall so state in the notification and the Hospital shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Hospital under the terms of this Agreement.

16. EXCUSABLE DELAYS

Neither party shall be considered in default or breach of this Agreement by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of said party or its subcontractors and without their fault or negligence. Such causes include, but are

not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

17. ARREARS

The Hospital shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Hospital further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

18. CONTINGENT FEES

The Hospital warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Hospital to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Hospital, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

19. NONDISCRIMINATION

The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, the Hospital 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, or genetic information. Failure to meet this requirement shall be considered default of the Agreement. As a condition of entering into this Agreement, the Hospital represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution2025-0748, as amended. As part of such compliance, the Hospital shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Hospital retaliate against any person for reporting instances of such discrimination. The Hospital 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 otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. The Hospital 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, disqualification or debarment of the company from participating in County contracts, or other sanctions. This clause is not enforceable by or

for the benefit of, and creates no obligation to, any third party. Hospital shall include this language in its subcontracts.

20. AUTHORITY TO PRACTICE

The Hospital hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the County's representative upon request.

21. PUBLIC ENTITY CRIMES

As provided in Sections 287.132-133, Florida Statutes, as may be amended, by entering into this Agreement or performing any work in furtherance hereof, the Hospital certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.

22. NOTICES

Except as may be otherwise expressly provided in this Agreement, any notice or other communication required or permitted to be given hereunder shall be in writing and effective upon receipt. All notices required in this Agreement shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. Notices shall be addressed to the parties at the following addresses, but either party may change its notice address by providing written notice to the other in accordance with this subsection.

If to the Hospital:	Delray Medical Center 5353 Linton Blvd. Delray Beach, FL 33484 Attn: Chief Executive Officer
If to County:	Palm Beach County Fire Rescue 405 Pike Road West Palm Beach, Florida 33411 Attn: Fire Rescue Administrator
With copy to:	Palm Beach County Attorney's Office 301 North Olive Ave. West Palm Beach, Florida 33401

23. SCRUTINIZED COMPANIES

A. As provided in Section 287.135, Florida Statutes, as may be amended, by entering into this Agreement or performing any work in furtherance hereof, the Hospital certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to Section 215.4725, Florida Statutes, as may be amended. Pursuant to Section 287.135(3)(b), Florida Statutes, as may be amended, if Hospital is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Agreement may be terminated at the option of the County.

B. When contract value is greater than $1 million: As provided in Section 287.135, Florida Statutes, as may be amended, by entering into this Agreement or performing any work in furtherance hereof, the Hospital certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in Iran Terrorism Sector List created pursuant to Section 215.473, Florida Statutes, as may be amended, or is engaged in business operations in Cuba or Syria. Pursuant to Section 287.135(3)(a), Florida Statutes, as may be amended, if Hospital is found to have been placed on the Scrutinized Companies With Activities in Sudan List, or been engaged in business operations in Cuba or Syria, or has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, this Agreement may be terminated at the option of the County.

If the County determines, using credible information available to the public, that a false certification has been submitted by Hospital, this Agreement may be terminated and a civil penalty equal to the greater of $2 million or twice the amount of this Agreement shall be imposed, pursuant to Section 287.135, Florida Statutes, as may be amended. Said certification must also be submitted at the time of Agreement renewal, if applicable.

24. PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under Section 119.0701, Florida Statutes, if Hospital: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) Florida Statutes, as may be amended, Hospital shall comply with the requirements of Section 119.0701, Florida Statutes, as may be amended. Hospital is specifically required to:

(a) Keep and maintain public records required by the County to perform services as provided under this Agreement.

(b) Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida

Statutes, or as otherwise provided by law. Hospital further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.

(c) Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if Hospital does not transfer the records to the public agency.

(d) Upon completion of the Agreement, Hospital shall transfer, at no cost to the County, all public records in possession of Hospital unless notified by County's representative, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If Hospital transfers all public records to the County upon completion of the Agreement, Hospital shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If Hospital keeps and maintains public records upon completion of the Agreement, Hospital shall meet all applicable requirements for retaining public records. All records stored electronically by Hospital 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.

Failure of Hospital to comply with the requirements of this article shall be a material breach of this Agreement. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. Hospital acknowledges that it has familiarized itself with the requirements of Chapter 119, Florida Statutes, and other requirements of state law applicable to public records not specifically set forth herein.

IF HOSPITAL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO HOSPITAL'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.

25. E-VERIFY - EMPLOYMENT ELIGIBILITY

25.1 Hospital warrants and represents that it is in compliance with Section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of Hospital's subcontractors performing the duties and obligations of this Agreement are registered with the E-Verify System, and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

Hospital 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)(f), Florida Statutes, as may be amended. Hospital shall maintain a copy of any such affidavit from subcontractors 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.

25.2 County shall terminate this Agreement if it has a good faith belief that Hospital has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If County has a good faith belief that Hospital's subcontractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, County shall notify Hospital to terminate its contract with the subcontractor and Hospital shall immediately terminate its contract with the subcontractor. If County terminates this Agreement pursuant to the above, Hospital 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 Agreement termination, Hospital shall also be liable for any additional costs incurred by County as a result of the termination.

26. DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN.

Pursuant to Section 286.101, Florida Statutes, as may be amended, by entering into this Agreement or performing any work in furtherance thereof, the Hospital certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

27. HUMAN TRAFFICKING AFFIDAVIT

Hospital warrants and represents that it does not use coercion for labor or services as defined in Section 787.06, Florida Statutes. Hospital has executed **Exhibit B**, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

28. ENTIRETY OF CONTRACTUAL AGREEMENT

The County and Hospital agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

29. REGULATIONS; LICENSING REQUIREMENTS

Hospital shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. Hospital is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services provided.

Hospital represents and warrants that, to the best of its knowledge, it and any of its staff/employees/contractors are not (a) currently excluded, debarred, suspended, or otherwise ineligible to participate in federal health care programs or in federal procurement or non-procurement programs; and (b) have not been convicted of a criminal offense that falls within the ambit of 42 U.S.C. Section 1320a-7(a), but has not yet been excluded, debarred, suspended, or otherwise declared ineligible.

30. COUNTERPARTS

This Agreement, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Agreement. The County may execute the Agreement through electronic or manual means. Hospital shall execute by manual means only, unless the County provides otherwise.

31. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General is authorized with the power to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

32. HIPAA Compliance

Each party acknowledges and agrees that it is a health care provider and covered entity subject to the Health Insurance Portability and Accountability Act, as amended, and the regulations promulgated thereunder (collectively "HIPAA"), all as may be amended from time to time. The parties agree that their exchanges of Blood Products under this Agreement are for the treatment activities of the receiving party. Should any provision of this Agreement be determined to be inconsistent with the requirements of HIPAA, then the parties shall promptly amend such provision as necessary to comply with HIPAA.

33. DIGITAL ACCESSIBILITY COMPLIANCE

Hospital acknowledges that the County is a public entity subject to Title II of the Americans with Disabilities Act (ADA) and applicable federal accessibility regulations. Hospital represents and warrants that all websites, web-based applications, digital services, electronic documents, multimedia, and other electronic content created, developed, provided, submitted, maintained, or delivered under this Agreement that may be electronically displayed, accessed, distributed, or made available to the public by the County shall conform to the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA, or any successor standard adopted by the U.S. Department of Justice.

All electronic documents submitted to the County, including but not limited to PDFs, reports, forms, presentations, and public-facing materials, shall be provided in an accessible format compliant with the applicable accessibility standard at the time of delivery.

Hospital shall ensure that any updates, revisions, or modifications to such digital content remain compliant throughout the term of this Agreement. Upon request, Hospital shall provide documentation reasonably demonstrating accessibility compliance. If any deliverable is determined by the County to be noncompliant, Hospital shall promptly remediate the noncompliance at no additional cost to the County and within a timeframe specified by the County. Hospital shall ensure that any third-party digital content or platforms used in performance of this Agreement either comply with the requirements herein or that an accessible alternative acceptable to the County is provided.

Failure to comply with this subsection shall constitute a material breach of this Agreement.

Signature page follows

IN WITNESS WHEREOF, the undersigned parties made and executed this Agreement on the day and year first written above.

ATTEST:
SHANNON RAMSEY-CHESSMAN
CLERK of the CIRCUIT COURT
& COMPTROLLER AD INTERIM

By: _____
Deputy Clerk

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

By: _____
Sara Baxter, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
County Attorney

APPROVED AS TO TERMS AND
CONDITIONS

By: _____
Fire Rescue

WITNESS

_____
(Signature)

Jeanmarie Myslinski
Name (print or type)

Delray Medical Center, Inc. a Florida corporation
doing business as Delray Medical Center

By: _____ 5/3/26
Heather Havericak, Authorized Signatory

EXHIBIT A

BLOOD PRODUCTS

As used in the Agreement, Blood Products shall mean the following:

Low titer Group O+ Leukoreduced Whole Blood (LTOWB+)

EXHIBIT B

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT
Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of Delray Medical Center (Hospital) and attest that Hospital does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

Heather Havericak, President

(signature of officer or representative) (printed name and title of officer or representative)

State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of ☑ physical presence or ☐ online notarization this, 3rd day of August, by Heather Havericak.

Personally known ☑ OR produced identification ☐.

Type of identification produced NA.

Kathy L Rossi

NOTARY PUBLIC
My Commission Expires:
State of Florida at large

KATHY L ROSSI
Notary Public - State of Florida
Commission # HH 331332
My Comm. Expires Mar 6, 2027
Bonded through National Notary Assn.

(Notary Seal)