

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 11/08/2023

Contract/Lease Control #: C24-3916-PS

Procurement#: N/A

Contract/Lease Type: AGREEMENT

Award To/Lessee: ONEBLOOD, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 11/7/2023

Expiration Date: INDEFINITE

Description of: BLOOD & BLOOD COMPONENTS SUPPLY & SERVICES

Department: PS

Department Monitor: MADDOX

Monitor's Telephone #: 850-651-7150

Monitor's FAX # or E-mail: PMADDOX@MYOKALOOSA.COM

Closed: _____

CC: BCC RECORDS

PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET

Procurement/Contract/Lease Number: TBD 24-3916-PS Tracking Number: 4944-23
Procurement/Contractor/Lessee Name: Oneblood, Inc. Grant Funded: YES NO
Purpose: Blood: Blood Components Supply Agreement
Date/Term: Indefinite 1. GREATER THAN \$100,000
Department #: 4500 2. GREATER THAN \$50,000
Account #: 552600 3. \$50,000 OR LESS
Amount: \$2,970.00 metime fee \$495 per unit of blood
Department: PS Dept. Monitor Name: maddox

Purchasing Review
Procurement of Contract/Lease requirements are met: DeRita Mason Date: 9-8-23
Purchasing Manager or designee: _____ DeRita Mason, Erin Poole, Amber Hammonds

2CFR Compliance Review (if required)
Approved as written: NO Federal Inc Grant Name: _____ Date: _____
Grants Coordinator: _____ Suzanne Ulloa

Risk Management Review
Approved as written: See email attached Date: 9-8-23
Risk Manager or designee: _____ Lydia Garcia

County Attorney Review
Approved as written: see email attached Date: 9-19-23
County Attorney: _____ Lynn Hoshihara, Kerry Parsons or Designee

Department Funding Review
Approved as written: _____ Date: _____

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

DeRita Mason

From: Odessa Cooper-Pool
Sent: Friday, September 8, 2023 2:14 PM
To: DeRita Mason; Lynn Hoshihara
Cc: 'Parsons, Kerry'
Subject: RE: One Blood Contract
Attachments: 2023 OB -Okaloosa County BSA Draft 06272023 OCE wfees (002).docx

Hello DeRita,

The Draft for the Blood and Blood Components Supply has been reviewed and is approved by Risk Management for insurance purposes.

Thank you,

Odessa Cooper-Pool

Public Records & Contracts Specialist |Risk Management
Okaloosa County BCC
302 N. Wilson Street, Crestview, FL 32536
Office: 1-850-689-4111



“And, when you want something, all the universe conspires in helping you to achieve it.”— **Paulo Coelho**, *The Alchemist*

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

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Friday, September 8, 2023 9:18 AM
To: Lynn Hoshihara <lhoshihara@myokaloosa.com>
Cc: 'Parsons, Kerry' <KParsons@ngn-tally.com>; Odessa Cooper-Pool <ocooperpool@myokaloosa.com>; Jacqueline Matichuk <jmatichuk@myokaloosa.com>
Subject: FW: One Blood Contract

Good morning,
Please review and approve the attached.

Lynn/Kerry, does this need to go the board or can John sign?

Thank you,

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Tuesday, September 19, 2023 8:03 AM
To: DeRita Mason
Cc: Lynn Hoshihara; Darrel Welborn
Subject: RE: One Blood Contract

This is approved for legal purposes.

Kerry A. Parsons, Esq.

**Nabors
Giblin &
Nickerson**
ATTORNEYS AT LAW

1500 Mahan Dr. Ste. 200
Tallahassee, FL 32308
T. (850) 224-4070
Kparsons@ngn-tally.com

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From: DeRita Mason <dmason@myokaloosa.com>
Sent: Monday, September 18, 2023 9:29 AM
To: Parsons, Kerry <KParsons@ngn-tally.com>
Cc: lhoshihara@myokaloosa.com; Darrel Welborn <dwelborn@myokaloosa.com>
Subject: RE: One Blood Contract

Good morning,
Darrel is okay with all the changes. I have removed all comments/edits. Please review and approve the attached.
Thank you,

DeRita Mason



DeRita Mason, CPPO, CPPB, NIGP-CPP
Purchasing Manager
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
Office:(850) 689-5960 Ext. 6966

BLOOD AND BLOOD COMPONENTS
SUPPLY AND SERVICES AGREEMENT

THIS BLOOD AND BLOOD COMPONENTS SUPPLY AND SERVICES AGREEMENT (this "Agreement"), made and entered into as of November 1, ^{7th} 2023, 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 **OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS (OCEMS)** a political subdivision of the State of Florida.

M Everton
BCC Records

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, through its OCEMS 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 OCEMS, subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the promises 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 and Services 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.

“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 OCEMS hereunder, which shall be upon approval by both parties.

“OCEMS” shall mean Okaloosa County through its Emergency Medical Services Department, located at 90 E College Blvd, Niceville, FL 32578, together with its successors and permitted assigns, if any.

“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.

“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” (“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 OCEMS, 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 OCEMS, 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 the OCEMS shall obtain its requirements of Components from OneBlood, and OneBlood shall supply OCEMS with its requirements of Components. Components will be supplied to OCEMS on an as-needed basis as such Components are requested by OCEMS and are available for delivery. During the Term OCEMS may obtain Components

from other suppliers to the extent not available from OneBlood in a timely manner (i.e., by the time when such Hospital reasonably requires such Component).

(b) Provision of Components. Due to the unpredictable nature of the demands for Components, OneBlood is not able to guarantee OCEMS 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 OCEMS 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 OCEMS in connection with its normal operations.

(c) Components Supplied for Use at OCEMS 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 OCEMS specifically agrees, that Components supplied by OneBlood will not be used at any location other than EMS locations in Okaloosa County, FL.

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

(e) OCEMS Responsibilities. OCEMS shall be responsible for controlling orders for Components by its physicians and other personnel, and OneBlood shall not be responsible for verifying orders from OCEMS or controlling the use of Components by OCEMS. In addition, where applicable, OCEMS will be responsible for the proper labeling of request forms and patient specimens. OCEMS 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. OCEMS 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 OCEMS in a damaged condition, or in a condition rendering the Components unsuitable for transfusion, OCEMS 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, OCEMS must inform OneBlood of such condition within ten (10) days of delivery of the Components to OCEMS. 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, OCEMS 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 OCEMS return or redistribute Components due to emergency conditions or requirements, OCEMS 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, OCEMS 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 OCEMS thirty (30) days prior written notice of any such change.

(g) **Exchanges.** Notwithstanding anything herein to the contrary, OCEMS 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 OCEMS of a Component or Service, OCEMS 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.

(2) OneBlood's charges shall be due from OCEMS irrespective of whether OCEMS 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 OCEMS OneBlood's rights to bill OCEMS'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 OCEMS of the new charges applicable to such Components or services.

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

(d) Billing Policies; Interest on Overdue Amounts. During the Term OneBlood will bill OCEMS daily for all charges incurred by OCEMS throughout the month. All OneBlood charges are exclusive of any administrative fee charged by OCEMS to its patients or otherwise, and OneBlood shall have no input into the manner in which OCEMS prices any Component. To ensure that payments are processed efficiently for both parties, OCEMS 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.receivable@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 OCEMS within sixty (60) days following the date of OneBlood's invoice shall bear interest at a rate of 1.5% per month until paid. 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 OCEMS. Such routine delivery for red blood cells and plasma Components shall be without charge to OCEMS.

(b) Emergency Delivery of Components. Emergency deliveries of Components to EMS (*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 OCEMS. 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 OCEMS will be whatever OneBlood is required to pay to the third-party courier.

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

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. Record Keeping and Public Records. Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119. OneBlood must comply with the public records laws, Florida Statute chapter 119, specifically OneBlood must:

(a) Keep and maintain public records required by the County to perform the service.

(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.

(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 contract term and following completion of the contract if the OneBlood does not transfer the records to the County.

(d) Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the OneBlood or keep and maintain public records required by the County to perform the service. If the OneBlood transfers all public records to the public agency upon completion of the contract, the OneBlood shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the OneBlood keeps and maintains public records upon completion of the contract, the OneBlood shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the

request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE ONEBLOOD HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ONEBLOOD'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 5479 OLD BETHEL ROAD CRESTVIEW, FL 32536 PHONE: (850) 689-5977 riskinfo@myokaloosa.com.

OneBlood shall keep at its office accurate, full and complete books, records and accounts in respect of all Components provided to OCEMS hereunder. During the Term, OneBlood, upon reasonable request and at reasonable hours, shall make such books and records available for inspection by OCEMS personnel. 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 OCEMS is subject.

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 the 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 County shall agree.

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

(1) 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.

(2) This Agreement may be terminated immediately by either 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. 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 OCEMS 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 OCEMS 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 OCEMS 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 OCEMS that still could remain in available inventory;

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

(3) to notify OCEMS 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 OCEMS, 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 OCEMS 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.

10. Insurance. Throughout the Term OneBlood and the OCEMS shall each maintain at its own expense adequate levels of insurance. Without limiting the generality of the foregoing, OneBlood and OCEMS shall each procure and maintain in effect professional liability insurance with coverage of no less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate. Each party shall, upon request, provide the other party with a certificate of insurance confirming such coverage and shall advise the other party promptly of the termination of such coverage or any material adverse modification of such coverage. If a party promptly notifies the other party that the notifying party is unable to purchase (other than at a cost that the notifying party reasonably considers prohibitive) the insurance required of the notifying party by this Agreement, then the other party shall have the right to terminate this Agreement upon ten (10) days' notice to the notifying party. If the second party shall have received any such notice and shall not have terminated this Agreement, neither the second party nor any insurer for the second party thereafter shall have any right to make a claim against the notifying party based solely upon its failure to provide the insurance coverage required of it under this Agreement.

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), 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 OCEMS 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 OCEMS 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), OCEMS 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 OCEMS 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 OCEMS 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 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, OCEMS may from time to time receive confidential information about OneBlood, and OneBlood may from time to time receive confidential information about OCEMS, 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 defined as "confidential" under Florida Law ("Confidential Information"). Each party agrees that Confidential Information, as defined by Florida Law, disclosed to, or otherwise received by it, will, to the extent permitted by 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 a receiving party is served with a subpoena or other legal process 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.

(3) This subsection (h) does not affect a receiving party's right to use or disclose information that is (A) developed by the receiving party independently from the disclosing party's Confidential Information, as supported by the receiving party's written records; (B) obtained without restriction by the receiving party from a third party who had a legal right to make such disclosure; or (C) publicly available other than through the fault or negligence of the receiving party.

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 OCEMS. In performing their duties, OneBlood personnel shall take direction only from OneBlood supervisors and not from the staff or administration of OCEMS.

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 OCEMS or any of its 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 both agreements shall be interpreted in a manner that enables the parties to comply with HIPAA and HITECH. None of the terms or provisions hereof may be amended, supplemented, waived or changed orally, but only by a writing signed by OneBlood and Okaloosa County and making specific reference to this Agreement; provided, that OneBlood may change its return policies, its charge levels in Exhibit A by providing notice to OCEMS as set forth herein; and provided, further, that the amendment of this Agreement to include an additional facility owned or controlled by OCEMS (and the resulting amendment of the definition of "OCEMS" in Section 1) shall also require the execution of a joinder in this Agreement by such new facility's administration.

(d) Notices. Except as 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. Such notices shall be personally delivered, sent by registered or certified U.S. mail, postage prepaid with return receipt requested, sent via a nationally recognized delivery service. 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 OneBlood: OneBlood, Inc.
8669 Commodity Circle
Orlando, Florida 32819
Attn: Martin Grable,
Chief Financial & Administrative Officer
Facsimile: (407) 248-5095
E-mail: Martin.Grable@oneblood.org

If to County: Okaloosa County EMS
90 E College Blvd,
Niceville, FL 32578
Attn: Darrel Welborn, EMS Division Chief.
E-mail: dwelborn@myokaloosa.com

(e) Invalid Provision. The invalidity or unenforceability of any term or provision of this Agreement or the non-applicability of any such term or provision to any person or circumstance shall not impair or affect the remainder of this Agreement, and the remaining terms and provisions hereof shall not be invalidated, but shall remain in full force and effect and shall be construed as if such invalid, unenforceable or non-applicable provisions were omitted.

(f) Applicable Law and Binding Effect. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida applicable to agreements to be executed and performed wholly within said state. The parties further agree that in any dispute between them relating to this Agreement, exclusive jurisdiction shall be in the state courts located within Okaloosa County, Florida, any objections as to jurisdiction or venue in such court being expressly waived.

(g) Waiver. No failure or delay on the part of either party in exercising any right or remedy under this Agreement shall operate as a waiver. No provision of this Agreement may be waived except specifically and in writing.

(h) Assignment. Neither party may assign this Agreement without first obtaining the prior written consent of the other party.

(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 OneBloods and subOneBloods 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.

(n) **Civil Rights.** OneBlood agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the OneBlood from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

(o) **Prohibition Against Contracting with Scrutinized Companies.** Pursuant to Florida Statutes Section 215.4725, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. OneBlood must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the County’s option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria after July 1, 2018.

Any contract entered into or renewed after July 1, 2018 shall be terminated at the County’s option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. OneBlood must submit the certification that is attached to this agreement as Attachment “D”. Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the OneBlood of the County’s determination concerning the false certification. The OneBlood shall have ninety (90) days following receipt of

the notice to respond in writing and demonstrate that the determination was in error. If the OneBlood does not demonstrate that the County's determination of false certification was made in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.

(p) **Conflict of Interest.** The OneBlood covenants that it presently has no interest and shall not acquire any interest, directly or indirectly which could conflict in any manner or degree with the performance of the Services. The OneBlood further covenants that in the performance of this Agreement, no person having any such interest shall knowingly be employed by the OneBlood. The OneBlood guarantees that he/she has not offered or given to any member of, delegate to the Congress of the United States, any or part of this contract or to any benefit arising therefrom.

(q) **PROTECTION OF RESIDENT WORKERS** – The Okaloosa County Board of County Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verifications, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verifications. The respondent shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. Okaloosa County reserves the right to request documentation showing compliance with the requirements.

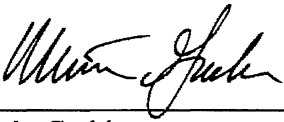
Respondents doing construction business with Okaloosa County are required to use the Federal Government Department of Homeland Security's website and use the E-Verify Employment Eligibility Verifications System to confirm eligibility of all employees to work in the United States.

(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.

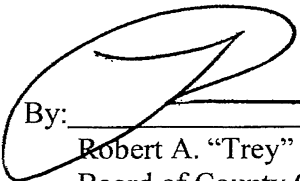
“ONEBLOOD”

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

By: 
Martin Grable
Chief Financial and Administrative Officer

“OKALOOSA COUNTY”

Okaloosa County
a political subdivision of the State of Florida

By: 
Robert A. “Trey” Goodwin III, Chairman
Board of County Commissioners



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

Exhibit A	Identity and Initial Charges for Components and Certain Services
Exhibit B	Vendors on Scrutinized Lists

EXHIBIT A

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

ONEBLOOD FEE LIST		
EFFECTIVE JANUARY 1, 2023		
<u>ITEM NUMBER</u>	<u>ITEM DESCRIPTION</u>	<u>FEEES</u>
<u>BLOOD COMPONENTS</u>		
20180	Whole Blood Low Titer O Pos	\$ 491.26
20201	Red Blood Cells Leukoreduced	\$ 217.81
23400	Plasma (Liquid)	\$ 61.14
51004	Non-crossmatch set up	\$ 50.22
51201	ABO Group & Rh Type	\$ 33.84
51253	Transportation Fees - Priority Shipment Service Area - 01 (0-25 miles)	\$ 55.52

EXHIBIT B

VENDORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate, OneBlood Inc., the bid proposer, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed 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 section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may disqualify the bid proper immediately or immediately terminate any agreement entered into for cause if the bid proposer is found to have submitted a false certification as to the above or if the OneBlood is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has 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 has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the bid proposer has submitted a false certification, the County will provide written notice to the bid proposer. Unless the bid proposer demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the bid proposer. If the County's determination is upheld, a civil penalty shall apply, and the bid proposer will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by bid proposer.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE: October 10, 2023

SIGNATURE: _____



Martin Grable
Chief Financial & Executive Officer

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

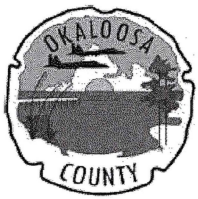
Dated as of November 1, 2023

By and Between

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

and

**BOARD OF COUNTY COMMISSIONERS
OF OKALOOSA COUNTY
d/b/a OKALOOSA COUNTY EMS
("County")**



Darrel Welborn

**BOARD OF COUNTY COMMISSIONERS
AGENDA REQUEST**

DATE: November 7, 2023
TO: Honorable Chairman and Distinguished Members of the Board
FROM: Patrick Maddox
SUBJECT: Agreement with OneBlood, Inc. for Acquisition of Blood Products
DEPARTMENT: Public Safety
BCC DISTRICT: All

STATEMENT OF ISSUE: Staff recommends approval of the agreement with OneBlood, Inc., for the acquisition of blood products for the Okaloosa County EMS blood delivery program.

BACKGROUND: Okaloosa County Department of Public Safety, Emergency Medical Services Division, requests approval of the agreement with OneBlood, Inc., for acquisition of blood products for the implementation of a blood delivery program in Okaloosa County. This lifesaving program will increase survival of patients with traumatic shock, gastrointestinal bleeds, and female patients with obstetrics/gynecology third trimester bleeds.

FUNDING SOURCE, (If Applicable):

Department #4500
Account #552600
Amount \$15,000

OPTIONS: Approve/Deny/Postpone

RECOMMENDATIONS: Approval of the agreement with OneBlood, Inc., for the acquisition of blood products and start of a EMS blood delivery program.

Patrick Maddox
Patrick Maddox, Director Public Safety 10/31/2023

RECOMMENDED BY:

John Hofstad
John Hofstad, County Administrator 11/1/2023

APPROVED BY: