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**AGENDA ITEM
ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS**

Deadline for Submission - Wednesday 9 a.m. – Thirteen Days Prior to BCC Meeting

6/18/2024

BCC MEETING DATE

TO: Joy Andrews, County Administrator

DATE: May 6, 2024

FROM: Jeremy Robshaw, Chief - Administrative Services

PHONE: 904 209-1750

SUBJECT OR TITLE: Agreement between St. Johns County and LifeSouth Community Blood Centers, Inc related to the provision of certain blood components and services to the County.

AGENDA TYPE: Consent Agenda, Contract, Resolution

BACKGROUND INFORMATION:

This agreement between the County and LifeSouth Community Blood Centers, Inc. is related to the provision of certain blood components and services to the County for use by Fire Rescue in the provision of Emergency Medical Care.

1. IS FUNDING REQUIRED? Yes

2. IF YES, INDICATE IF BUDGETED. Yes

IF FUNDING IS REQUIRED, MANDATORY OMB REVIEW IS REQUIRED:

INDICATE FUNDING SOURCE: Funding will be allocated in the Fire Rescue operating budget as part of EMS Medical Supplies [0048-55200].

SUGGESTED MOTION/RECOMMENDATION/ACTION:

Motion to adopt Resolution 2024-_____, approving, and authorizing the County Administrator, or her designee, to execute and deliver, that certain Blood Services Agreement between the County and LifeSouth Community Blood Centers, Inc., in substantially the same form as attached hereto, to provide blood products as a component of emergency medical services.

For Administration Use Only:

Legal: Kealey West 6/6/2024

OMB: ARM 5/17/2024

Admin: Brad Bradley 6/7/2024

RESOLUTION NO. 2024- __

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING, AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR HER DESIGNEE, TO EXECUTE AND DELIVER THAT CERTAIN AGREEMENT BETWEEN ST. JOHNS COUNTY AND LIFESOUTH COMMUNITY BLOOD CENTERS, INC. TO PROVIDE CERTAIN BLOOD COMPONENTS AND SERVICES TO THE COUNTY.

WHEREAS, St. Johns County Fire Rescue is responsible for providing emergency medical care and response for St. Johns County; and

WHEREAS, LifeSouth Community Blood Centers, Inc. (“LifeSouth”) is a vendor which provides specialized blood components and services; and

WHEREAS, LifeSouth can provide these blood components and services to the County in an effort to improve and enhance the delivery of emergency medical care and services; and

WHEREAS, the provision of these services requires an agreement with LifeSouth related to the delivery, care and procedure by which these services are delivered; and

WHEREAS, it has been determined to be advantageous to St. Johns County Fire Rescue and the St. Johns County Community to engage in this agreement; now therefore

BE IT RESOLVED by the Board of County Commissioners, St Johns County, Florida:

Section 1. The above recitals are incorporated by reference into the body of this Resolution and are adopted as findings of fact.

Section 2. There is hereby approved, and the County Administrator, or her designee, is hereby authorized to execute and deliver, that certain Blood Services Agreement between the County and LifeSouth Community Blood Centers, Inc., in substantially the same form as attached hereto, to provide blood components and services to Fire Rescue.

Section 3. To the extent there are typographical, scrivener, or administrative errors or omissions that do not change the tone, tenor, or context of this Resolution, this agreement may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this__day of June 2024.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: _____
Sarah Arnold, Chair

ATTEST: Brandon J. Patty,
Clerk of the Circuit Court and
Comptroller

By: _____
Deputy Clerk

BLOOD SERVICES AGREEMENT

This Blood Services Agreement (“Agreement”) is effective as of the _____ day of _____, 2024 (“Effective Date”), and is entered into by and between **LifeSouth Community Blood Centers, Inc.** (“LifeSouth”), a Florida not-for-profit corporation, licensed by federal and state authorities, with corporate headquarters located at 4039 Newberry Road, Gainesville, Florida 32607 and **St. Johns County, Florida** (the “County”) a political subdivision of the State of Florida, on behalf of St. Johns County Fire Rescue Department (“Fire Rescue”), located at 3657 Gaines Road, St. Augustine, Florida 32084, for the purposes of setting forth the terms and condition under which LifeSouth will provide certain blood components and services to the County. In consideration of the covenants, obligations, and benefits that are set forth in this Agreement, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Term of Agreement:

The term of this Agreement will be for a period of one (1) year beginning from the Effective Date. This Agreement may be renewed for two (2) one (1) year renewal options contingent upon written approval, in the form of an Amendment, executed by an authorized representative of LifeSouth and County at least sixty (60) days prior to the end of the current term.

2. Termination of Agreement:

Either party may terminate this Agreement by notifying the other party at least sixty (60) days in advance of the effective date of termination.

3. Definition of Terms:

A. Inventory Components means the following blood components: Liquid Red Cell Components, Fresh Frozen Plasma, Pooled Platelets, Cryoprecipitate, Pooled Cryoprecipitate and Plateletpheresis (not otherwise defined).

B. Standards mean, collectively, all applicable guidances and current regulations of the Food and Drug Administration (“FDA”) as listed in Title 21, CFR (including 21 CFR Parts 210-11, 600-640, and 820) and relevant parts of Title 42, related to Current Good Manufacturing Practices (“cGMPs”) for blood and laboratory activities, and regulations required by the Clinical Laboratory Improvement Amendments of 1988 (“CLIA”), and the current edition of standards established by the AABB for blood banks and transfusion services.

4. Responsibilities of LifeSouth as Provider:

- A. The parties intend that LifeSouth shall be the provider of the blood components and services referenced herein as well as the County's need for any additional blood components and services. LifeSouth will provide blood components and services to the County of consistently high quality, and that comply with patient care standards, scientific studies, and relevant rules and regulations. As a provider, LifeSouth will maintain a minimum level of inventory of blood components as agreed upon by both parties.
- B. If inventory is available, LifeSouth will make all reasonable commercial efforts to provide blood components and services to St. John's in addition to those components and services agreed upon. The County recognizes that LifeSouth's ability to furnish blood is conditioned upon an adequate volume of blood voluntarily donated to it and circumstances beyond its control could affect its ability to supply components.

5. General Services and Responsibilities of LifeSouth:

- A. Responsibilities: LifeSouth will use all reasonable commercial efforts to provide Fire Rescue with the blood components and services specified in **Exhibit A** in a timely manner, when requested by Fire Rescue. Fire Rescue will notify LifeSouth of its inventory levels and LifeSouth will use all reasonable commercial efforts to supply Fire Rescue with the blood components and services to meet the daily inventory levels. LifeSouth reserves the right to add, remove, or redefine blood components and services based on patient need, industry standards, business necessity, and/or regulatory requirements at any time with or without notice.
- B. Standards, Compliance, and Accreditation: LifeSouth will provide all blood components and services under this Agreement in accordance with the Standards. LifeSouth will obtain and maintain all licenses and permits that are required from governmental authorities and are necessary for LifeSouth to operate in the ordinary course of business. LifeSouth shall maintain accreditation by AABB, licensure by FDA, CAMTS, and adhere to relevant individual state requirements for the provision of blood components and services under this Agreement. Proof of such accreditation by LifeSouth is accessible at www.lifesouth.org.
- C. Bacterial Contamination: LifeSouth will test all apheresis platelets and pooled whole-blood-derived platelets for bacterial contamination in accordance with manufacturer's instructions and using FDA approved instrumentation. LifeSouth will notify Fire Rescue of blood components provided to Fire Rescue that are subsequently suspected of bacterial contamination. LifeSouth does not perform point-of-issue bacterial contamination testing.
- D. Delivery: LifeSouth shall make deliveries of blood components to Fire Rescue on a regular basis as determined by LifeSouth to meet Fire Rescue's requirements for same,

using all reasonable commercial efforts and subject to availability of blood components and services LifeSouth is providing to Fire Rescue. If Fire Rescue and LifeSouth agree on a separate delivery schedule, such schedule shall not be binding on LifeSouth unless it is in writing, signed by both parties, and attached to this Agreement as an exhibit.

- E. Disaster/Emergency Preparedness: LifeSouth responds to disasters and emergencies requiring extraordinary supply of blood components and services within the area(s) affected by the disaster or emergency utilizing developed disaster and emergency plans. These plans are administered by LifeSouth disaster plan coordinator(s) and committee(s) and include the redistribution of blood components for disaster and emergency needs. Fire Rescue agrees to cooperate as feasible in the event redistribution of blood components becomes necessary due to a disaster or emergency needs. Additional information about LifeSouth's disaster and emergency plans is available at www.lifesouth.org.
- F. Compliance with Laws: LifeSouth must comply with any and all applicable federal, state, and local laws, rules, regulations, and ordinances, as the same exist and may be amended from time to time. Such laws, rules, regulations, and ordinances shall include, but are not limited to, Chapter 119, Florida Statutes (Florida Public Records Law), and Section 286.011, Florida Statutes (Florida Sunshine Law), as they apply to the purchase and obligations contemplated in this Agreement. If any of the obligations of this Agreement are to be performed by a subcontractor, LifeSouth must ensure that the provisions of this section 7.F. shall be incorporated into and become a part of the subcontract.
- G. Retention of Records/Audit: LifeSouth and each of its respective subcontractors shall maintain all business records directly pertinent to the performance of this Agreement (the "Records") and shall make such Records available at all reasonable times, including LifeSouth's regular business hours, for examination by the County during the period of this Agreement and for three (3) years from the date of termination or expiration of this Agreement.
- H. Public Records: In accordance with Section 119.0701, Florida Statutes, LifeSouth shall:
 - 1. Keep and maintain public records required by the County to perform the services and obligations under this Agreement; and
 - 2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County; and
4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of LifeSouth or keep and maintain public records required by the County to perform the service. If LifeSouth transfers all public records to the County upon completion of the contract, LifeSouth shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If LifeSouth keeps and maintains public records upon completion of the contract, LifeSouth shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

The above requirements apply to LifeSouth only if LifeSouth is a "Contractor" as defined in Section 119.0701, Florida Statutes.

IF LIFESOUTH HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LIFESOUTH'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT (904) 209-0805; PUBLICRECORDS@SJCFL.US; PUBLIC RECORDS CONTACT, 500 SAN SEBASTIAN VIEW, ST. AUGUSTINE, FL 32084.

6. General Responsibilities of the County:

- A. Inventory Notice: Fire Rescue shall notify LifeSouth as soon as possible when Fire Rescue's inventory falls below minimum levels or whenever the demand on the inventory is expected to exceed average daily use, to assist LifeSouth in assuring the best regional management of blood components and inventories.
- B. Standards and Compliance: Fire Rescue shall provide quality transfusion services (including proper storing, handling, and controlling of blood components) to its patients in accordance with the Standards and consistent with the standard of care for patients. Fire Rescue agrees that LifeSouth shall have the right to audit blood storage areas, records, and documents (and retain copies of such documents if requested) maintained by Fire Rescue as reasonably requested during normal business hours.

- C. Patient Care: Fire Rescue will be responsible for determining the appropriateness of the transfusion and the patient care throughout the transfusion and for a reasonable time afterwards. Fire Rescue is responsible for the medical management of the patients who experience an adverse event related or suspected to be related to the transfusion until such time as the patient is brought to an appropriate healthcare facility.
- D. Record Management: Fire Rescue is responsible for maintaining complete and accurate patient records regarding blood transfusions and any adverse effects and other pertinent information.
- E. Accreditation: St. Johns County Fire Rescue Department shall meet the licensure requirements of the State of Florida Department of Health Bureau of Emergency Medical Oversight for the Advanced Life Support Service License.
- F. Emergency Services and Transfusion Reactions: LifeSouth is not responsible for providing services related to emergency transfusions. In the event the County encounters an acute bleeding situation the County shall transfer patient to the nearest health care facility that provides emergency transfusion services. In the event of a suspected transfusion related reaction, the County shall transfer patient to the nearest, most appropriate, health care facility to provide emergency services. Due to the time constraints related to proper handling of a possible transfusion reaction, LifeSouth will not perform a post-transfusion laboratory work-up. LifeSouth will participate with any investigation or lookback as outlined in Section 11.
- G. Quality Assurance: Fire Rescue ensures response to any suspected disease or bacterial transmission event is compliant with the Standards and Section 11 of this Agreement.
- H. Marketing Community Outreach Support: The County agrees to a engage in a mutually agreed upon marketing community outreach campaign. Pursuant to, and consistent with, St. Johns County Ordinance 1992-2, and County Administrative Policy 101.3, the LifeSouth may not manufacture, use, display, or otherwise use any facsimile or reproduction of the St. Johns County Seal/Logo without the express written approval of the Board of County Commissioners.

7. Return of Inventory Components:

- A. If LifeSouth delivers Unacceptable Components for Transfusion, the County may request and receive credit for such Components upon return thereof to LifeSouth. If these components are discarded at the County the reason for the discard and proof of discard is required before a credit will be issued to the County.
- B. The County will use the procedure documented in the SOP, available at www.lifesouth.org, when returning blood components to LifeSouth. The SOP may be

modified at any time by LifeSouth and will be governed and modified in accordance with the Standards and all relevant state or federal laws, rules or regulations. The County shall be notified in writing of any changes to the SOP

- C. LifeSouth will not accept the return or provide a replacement of any blood component physically received by the County without proper licensure. The County must comply and show proof of Fire Rescue's current licensure as defined in Section 6.E. for each of the County's facilities that will maintain and store blood components. Evidence of Fire Rescue's current licensure shall be attached to this Agreement as **Exhibit D**. The County is responsible to provide proof to LifeSouth within (5) days of re-licensure status. The County will notify LifeSouth in writing of any change to Fire Rescue's licensure status within five (5) days.
- D. LifeSouth will issue appropriate credit outlined in **Exhibit A** for all Inventory Components returned by the County, provided such Components have not been entered or irradiated and have been properly stored by the County. The County will receive full credit for any blood components returned at the request of LifeSouth.
- E. In order for LifeSouth to provide full credit for Inventory Components returned by the County under Section 7, and to balance regional community blood needs, the County agrees in accordance with **Exhibit A**, and as follows:
 - 1. To minimize outdating of components and to maintain the inventory of components at the County, LifeSouth may replace older components with newer components or vice versa prior to outdate.
 - 2. To cooperate as feasible if LifeSouth arranges to redistribute the blood based on emergency requirements or to prevent outdating.

If the County fails to cooperate with the aforementioned provisions, LifeSouth at its sole discretion may not accept the return of Inventory Components for credit.

8. Return of Other Components:

- A. Special Order Components: The County is responsible for all procurement, shipping, and other costs incurred by LifeSouth to provide the special requirements of the component. Credit will not be issued for Special Order Components designated for a specific patient and removed from general inventory either at the County or LifeSouth.

9. Billing, Payment, and Default Remedies:

- A. The County agrees to pay for all blood components and service fees, which includes expenses for procurement, collection, testing, preparation, distribution, delivery, and

related services, as agreed upon in the Blood Component and Fee Schedule attached as **Exhibit A** to this Agreement. LifeSouth will issue a weekly cumulative invoice to the County for all blood components and services provided and items shipped to the County showing credit for blood components returned and any other credits issued to the County.

- B. The County is generally exempt from any taxes imposed by the State of Florida or the federal government. Exemption certificates will be provided upon request. LifeSouth shall not include any federal, state, or local taxes in any price quotes or invoices to the County.
- C. If new testing procedures or compliance with new rules and/or regulations cause an increase in the basic costs to LifeSouth to provide blood components or services to the County under this Agreement, the Blood Component and Fee Schedule (**Exhibit A**) will be adjusted accordingly to allow LifeSouth to recover such costs immediately on a “make whole” basis, provided the County is given written notice five (5) days prior of such adjustment and the justification for the adjustment. Failure to provide timely written notice shall make any adjustment effective on a “go forward” basis.
- D. LifeSouth may modify the Blood Component and Service Fee Schedule (**Exhibit A**) by providing the County with sixty (60) days written notice. The County shall have the right, upon receipt of such notice from LifeSouth, to terminate this Agreement by providing LifeSouth with thirty (30) days written notice.
- E. All invoices submitted by LifeSouth to the County are due upon receipt and are delinquent if not paid within thirty (30) days of receipt of the invoice. Any delinquent amounts will accrue interest at the rate of 1.5% per month from the first day such amounts become delinquent. In no event shall the interest rate exceed the maximum interest rate allowed by law.
- F. Should the County fail to pay any invoices within thirty (30) days of the invoice date or if LifeSouth reasonable believes, in its sole discretion, that the County’s financial condition has materially deteriorated, then LifeSouth shall have the right, exercisable in its sole discretion and without notice of any kind or the consent or agreement of the County, to modify the foregoing payment terms as LifeSouth deems necessary or advisable to ensure the timely payment of LifeSouth’s invoices, including, but not limited to, requiring the County to:
 - 1. Provide cash deposits or advance payments, prior to delivery of blood components, as security for the payment of LifeSouth’s invoices;
 - 2. Provide cash payments at the time of delivery (C.O.D.) of blood components; or
 - 3. Obtain a payment bond, letter of credit, guaranty, or other similar assurance of

payment acceptable to LifeSouth securing the timely payment of LifeSouth's invoices. Such payment bond, letter of credit, guaranty, or other assurance must be provided to LifeSouth as least thirty (30) days before a delivery is scheduled to secure that delivery.

- G. If the County is delinquent in any payment obligation for more than thirty (30) days, the County shall be in default of this Agreement, and LifeSouth may, without further notice, pursue its legal remedies to collect amounts due it, including its attorney's fees, costs, and expenses incurred in such collection activities, including pre-litigation attorney's fees, costs, and expenses. In addition, upon ten (10) days prior written notice after such default, LifeSouth may terminate this Agreement and cease delivery of all blood components or services to the County and recover from the County premises any LifeSouth blood components. LifeSouth's attempt to pursue legal remedies in the collection of amounts due to it does not terminate this Agreement, nullify or otherwise impact the County obligation under this Agreement, or prevent LifeSouth from seeking other legal remedies or damages, including liquidated damages, for the County's breach of its obligation under this Agreement.

10. Limitations on Liability of LifeSouth:

- A. LifeSouth's liability is expressly limited to its responsibility to provide blood components and services identified herein and in accordance with the Standards. LifeSouth is not responsible or liable for determining the appropriateness of a blood transfusion for a patient.
- B. LifeSouth will not be responsible or liable for any costs, losses, injuries, or damages, whether in contract or tort, due to failure to provide blood components and services when such failure is due to events, circumstances, or occurrences beyond the reasonable control of LifeSouth. Furthermore, LifeSouth will not be liable to the County for any consequential, indirect, special, exemplary, or punitive damages.
- C. LifeSouth will not be responsible for any occurrence resulting from the failure of the County to comply with the Standards and rules of other applicable authorities.
- D. LifeSouth will not be responsible or liable for any costs, losses, injuries, or damages due to St. John's failure to provide adequate or timely notification to LifeSouth of inventory levels below minimum levels or St. John's failure to provide LifeSouth adequate or timely notification of any demand on the daily inventory exceeding average daily usage.
- E. LifeSouth will not be responsible for negligent, intentional, or unauthorized disclosure of test results caused by the St. John's or its agents or representatives.
- F. Exclusion of Warranties: No laboratory test or other procedures are presently available

which would enable LifeSouth to guarantee that the blood and blood components and services provided under this Agreement are free from all agents, including but not limited to viruses, retroviruses, or bacteria, which may cause disease or illness. LIFESOUTH MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, REGARDING THE BLOOD, BLOOD COMPONENTS, TESTS OR OTHER PROCEDURES TO BE PROVIDED UNDER THIS AGREEMENT, AND NO PROVISION OF THIS AGREEMENT CREATES ANY WARRANTY OF MERCHANTABILITY OR FITNESS AS TO BLOOD, BLOOD COMPONENTS OR PRODUCTS, TESTS, OR OTHER PROCEDURES UNDER THIS AGREEMENT.

11. Quality Assurance:

- A. In relation to patient trackability and temperature monitoring of blood components, the County agrees to provide LifeSouth with standard operating procedures for handling of these tasks and to notify LifeSouth of any changes to such procedures. LifeSouth reserves the right to request adjustments to such procedures and to audit compliance with such procedures as detailed in section 6.B.
- B. For evaluation of potential disease transmission, bacterial contamination, and other evaluations, the County agrees to provide written documents indicating disposition of blood components, date of transfusion, and other information as reasonably required by LifeSouth or as required for regulatory compliance purposes. The County agrees to report particular information regarding patients who may have contracted a disease which may be attributable to a transfusion or to a transfusion-related practice, using forms provided by LifeSouth.
- C. LifeSouth agrees to follow all FDA policies regarding the notification to St. John's of blood components distributed to St. John's that were collected from donors subsequently found to be infectious and/or to be positive for transfusion-transmitted diseases (including HIV and HCV) or that are subsequently suspected of bacterial contamination, as outlined in 21 CFR, Parts 610.46-610.48 and 42 CFR, CH. IV, and as amended.

D. Look-back Notification:

- 1. If it is determined by LifeSouth that potentially HIV or HCV infectious blood or blood components were provided to St. John's, LifeSouth will notify the County in accordance with applicable requirements contained in the CFR. Where required or allowed by law, notification to the County may be provided through a State Department of Health or similar governmental agency. LifeSouth and the County will follow the requirements of the CFR and any FDA regulations or guidance concerning: notification to the County by LifeSouth of potentially infectious blood and blood components, the quarantine of blood and blood components, look-back investigations, and any other relevant protocol as

outlined in the CFR.

2. When the donor of a previous blood donation tests repeatedly reactive for a viral marker on a subsequent blood donation, LifeSouth will initiate a look-back investigation.
- E. Nonconforming Components: LifeSouth will notify the County of nonconforming components and will provide the County with information necessary for notifying the patient's attending physician when such components have been transfused.
- F. Market Withdrawals and Recalls: LifeSouth will process a retrieval for blood components when necessary, including but not limited to, inadvertent distribution of a component and/or post donation information about the donor or blood component.
- G. Adverse Transfusion-Related Events: Fire Rescue will immediately report to LifeSouth any component related adverse transfusion-related events involving LifeSouth components, including suspected transfusion-transmitted diseases as outlined in the SOP.

12. Confidentiality:

- A. HIPAA Compliance: LifeSouth is not a health plan, health care clearinghouse, or a health care provider that transmits health information in electronic form in connection with a transaction covered by Health Insurance Portability and Accountability Act ("HIPAA"), and therefore LifeSouth is not subject to HIPAA compliance requirements as it relates to the blood components and services provided for under this Agreement.
- B. Patient Confidentiality: LifeSouth recognizes and acknowledges that by virtue of entering into this Agreement and by providing the blood components and services described herein, LifeSouth may have access to certain patient information, specifically as it relates to requests for reference laboratory services. LifeSouth agrees not to use or further disclose to a third-party any protected health information or individually identifiable health information concerning a patient, other than as permitted by this Agreement and as required for the treatment of a patient, or as required by law, or where such disclosure is expressly approved of by the County in writing. LifeSouth will comply with any relevant and/or applicable federal and state laws, regulations, and rules regarding the confidentiality of patient or donor information, including, without limitation, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the subsequent regulations promulgated thereunder, including Titles IV and XIII of the American Recovery and Reinvestment Act of 2009 ("HITECH Act"). As necessary, LifeSouth and the County will enter into a Business Associate Agreement ("BAA") attached as **Exhibit D**. The provisions of this paragraph will survive expiration of this Agreement.

C. State Department of Health: LifeSouth and the County will comply with any relevant state laws, regulations, or rules requiring the reporting of information to the State Department of Health.

13. Indemnification:

LifeSouth shall comply with the indemnification provisions attached to this Agreement as Exhibit F.

14. Insurance:

LifeSouth shall comply with the insurance requirements attached to this Agreement as Exhibit G.

15. Modifications to Agreement:

Except as otherwise expressly provided in this Agreement, the parties may amend or modify this Agreement only by a written instrument setting forth such amendment or modification signed by an authorized representative from each party.

16. Notice to the Other Party:

A. All notices required or permitted by this Agreement shall be in writing. A party shall deliver notice to the other party by any of the following methods: personal delivery; mail (electronic, registered or certified, postage prepaid with return receipt requested); or by courier service such as Federal Express or United Parcel Service, provided such courier service provides a written receipt.

B. The County and LifeSouth will deliver all notices to the following locations:

1. LifeSouth: LifeSouth Community Blood Centers, Inc.
Corporate Headquarters
4039 Newberry Road
Gainesville, FL 32607
Attention: Kimberly E. Kinsell, President & CEO

2. County: St. Johns County Fire and Rescue
Attention: Kerry Bachista
3657 Gaines Road
St. Augustine, FL 32084

The County or LifeSouth may change its address by written notice in accordance with this section.

17. Scope of Contract:

This Agreement, together with the Exhibits thereto, is the entire agreement between the parties and supersedes all prior oral or written agreements, discussions, or negotiations as to all matters addressed herein.

18. Attorneys' Fees:

[Intentionally deleted.]

19. Status of Agreement:

It is expressly acknowledged by the parties that nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, a joint venture relationship, or a lease or landlord/tenant relationship between the County and LifeSouth, or to allow the County to exercise control or direction over the manner or method by which the services are performed that are described in the Agreement.

20. Governing Law:

This Agreement shall be governed and interpreted in accordance with the laws of the State of Florida and shall be construed without prejudice to the party or parties deemed to have drafted it.

21. Changes in Laws:

The parties recognize that this Agreement is subject to applicable federal, state, and local laws. Any provisions of law that invalidate, or otherwise are inconsistent with the terms of this Agreement, or that would cause one or both of the parties to be in violation of law, shall be deemed to have superseded the terms of this Agreement; provided, however, that the parties shall exercise their best efforts to accommodate the terms and intent of the Agreement to the greatest extent possible within the requirements of the law.

22. Effect of Invalidity:

The provisions of this Agreement are severable. Should any part or provision of this Agreement, for any reason, be declared invalid or illegal, such invalidity or illegality shall not affect the validity of any remaining portion, which remaining portion shall remain in force and effect as if this Agreement has been executed with the invalid or

illegal portions thereof eliminated.

23. Waiver:

No consent or waiver, express or implied, by a party hereto or any breach or default by the other party in the performance by such other party of its obligations hereunder shall be deemed or construed to be a consent to or waiver of any other breach or default in the performance by such other party. The giving of consent by a party in any one instance shall not limit or waive the necessity to obtain such party's consent in any future instance.

24. Headings:

The headings to the various sections of this Agreement have been inserted for convenience of reference only and shall not modify, define, limit, or expand the express provisions of this Agreement.

25. Third Party Beneficiary:

There are no third-party beneficiaries to this Agreement.

26. Non-Disclosure of Agreement:

Neither party will disclose any of the terms of this Agreement or Exhibits, including the Blood Component and Service Fee Schedule, without the express, prior, written consent of the other party, or unless required by law.

27. Assignment:

Without the prior written consent of the other party, neither party may assign any of its rights or delegate any of its obligations herein described. This Agreement inures to the benefit of, and is binding upon, the successors and assigns of the parties. Each party agrees and avers that it will not unreasonably withhold consent to a request from the other party to assign its rights hereunder.

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Attachments:

Exhibit A: Blood Component and Service Fee Schedule

Exhibit B: Indemnification

Exhibit C: Insurance

Exhibit D: SJCFR ALS License

Exhibit A
LifeSouth Community Blood Centers, Inc.
Florida Division
Blood Component and Service Fee Schedule - Supplemental Accounts (Effective 1 June 2022)

Blood Components	Service Fee
Leukoreduced Red Cells	\$240.00
<u>Special Order Blood Components</u>	
Whole Blood Leukoreduced, w/Platelets, HLA Antibody Negative, 1 :100 Titer	\$527.00
Liquid Plasma (Type A)	\$75.00
<u>Special Services Blood Components Returns (credits)</u>	
Leukoreduced Red Cells returned with more than 15 days remaining	\$200.00
Leukoreduced Red Cells returned with between 11-15 days remaining	\$150.00
Leukoreduced Red Cells returned with between 6-10 days remaining	\$100.00
Leukoreduced Red Cells returned with less than 6 days remaining	\$25.00
<u>Other Services</u>	
Special Delivery	\$40.00
Long Distance Courier	\$1.75/mile

Exhibit B

INDEMNIFICATION

LifeSouth and its subcontractors (collectively, the "Indemnifying Party") shall hold harmless, indemnify, and defend the County and its respective members, officers, officials, employees, and agents (collectively, the "Indemnified Party") from and against, without limitation, any and all claims, suits, actions, losses, damages, injuries, liabilities, fines, penalties, costs, and expenses of whatsoever kind or nature, which may be incurred by, charged to, or recovered from any of the Indemnified Parties for:

1. General Tort Liability, for any negligent act, error or omission, recklessness, or intentionally wrongful conduct on the part of the Indemnifying Party that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the Indemnifying Party's performance of the Agreement, services, operations, or work performed thereunder; and

2. Environmental Liability, to the extent the Agreement contemplates environmental exposures, arising from or in connection with any environmental, health, or safety liabilities, claims, citations, clean-up, or damages, whether arising out of or relating to the operation or other activities performed in connection with the Agreement; and

3. Intellectual Property Liability, to the extent the Agreement contemplates intellectual property exposures, arising directly or indirectly out of any allegation that the services, any product generated by the services, or any part of the services as contemplated in the Agreement, constitutes an infringement of any trademark, copyright, patent, trade secret, or any other intellectual property right. If in any suit or proceeding, the services, or any product generated by the services, is held to constitute an infringement and its use is permanently enjoined, the Indemnifying Party shall immediately make every reasonable effort to secure within sixty (60) days for the Indemnified Party a license, authorizing the continued use of the service or product. If the Indemnifying Party fails to secure such a license for the Indemnified Party, then the Indemnifying Party shall replace the service or product with a non-infringing service or product or modify such service or product in a way satisfactory to the Indemnified Party, so that the service or product is non-infringing.

If an Indemnified Party exercises its rights under the Agreement, the Indemnified Party will (i) provide reasonable notice to the Indemnifying Party of the applicable claim or liability, and (ii) allow the Indemnifying Party, at its own expense, to participate in the litigation of such claim or liability to protect its interests. The scope and terms of the indemnity obligations herein described are separate and apart from, and shall not be limited by, any insurance provided pursuant to the Agreement or otherwise. Such terms of indemnity shall survive the expiration or termination of the Agreement.

In the event that any portion of the scope or terms of this indemnity is in derogation of Section 725.06 or 725.08, Florida Statutes, all other terms of this indemnity shall remain in full force and effect. Further, any term which offends Section 725.06 or 725.08, Florida Statutes, will be modified to comply with said statutes.

Exhibit C
INSURANCE REQUIREMENTS

Provider's Insurance Requirements

Provider shall, at its sole expense, obtain and maintain the minimum insurance coverages stated herein. All insurance policies shall be satisfactory to the County and be issued by companies authorized and duly licensed to transact business in the State of Florida. Provider shall furnish proof of insurance to the County prior to performance of Services. No Services shall commence until Provider has obtained all insurance coverages required under this section. The County will not make any payment to Provider until Provider has complied with the requirements of this Article XIII. Certificates of insurance shall clearly indicate Provider has obtained insurance of the type, amount, and classification as required by this Agreement. Required insurance coverage shall be maintained in force, including coverage for Additional Insureds, for the duration of the Agreement and until all performance required by Provider has been completed, as determined by the County. Provider shall maintain insurance coverage against Claims relating to any act or omission by Provider, its agents, representatives, employees, or SubProviders in connection with this Agreement.

13.1.2 No less than ten (10) days written notice shall be provided to the County prior to cancellation, non-renewal or any material change of required insurance policies. Yearly renewal certificates shall be provided to the County within thirty (30) days of expiration of the current policy.

The types and amounts of insurance required under this Agreement do not in any way limit the liability of Provider including under any warranty or indemnity provision of this Agreement or any other obligation whatsoever Provider may have to the County or others. Nothing in this Agreement limits Provider to the minimum required insurance coverages found in this Article XIII.

Workers Compensation

If applicable, provider shall procure and maintain during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as is required by law for all of its employees per Chapter 440, FS. In claims against any person or entity indemnified under this Paragraph by an employee of the Provider, a SubProvider, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Provider or a SubProvider under workers' compensation acts, disability benefits acts or other employee benefit acts.

13.4 Commercial General Liability

If applicable, provider shall procure and maintain during the life of this Agreement, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, including bodily injury (including wrongful death), property damage, products, personal & advertising injury, and completed operations. This insurance must provide coverage for all Claims that may arise from the services and/or operations completed under this Agreement, whether such services or operations are by Provider or anyone directly or indirectly employed by them. Such insurance(s) shall also be primary and non-contributory with regard to insurance carried by the Additional Insureds.

13.6 Professional Liability

13.6.1 Provider shall procure and maintain, during the life of this Agreement, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000 starting upon completion of all Services, as determined by the County. Provider's professional liability policy should not have an exclusion for environmental compliance management or construction management professionals.

13.6.2 In the event that Provider employs professional engineering or land surveyor services for performing field engineering or preparing design calculations, plans, and specifications, Provider shall require the retained engineers and land surveyors to carry professional liability insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors, or omissions in connection with professional services to be provided under this Contract.

13.7 Other Requirements

13.7.1 The required insurance limits identified in Sections 13.4 and 13.5, above may be satisfied by a combination of a primary policy and/or Umbrella or Excess Liability Insurance policy. Provider shall require each lower-tier subProvider to comply with all insurance requirements appropriate for its scope of Services, and any deficiency shall not relieve Provider of its responsibility herein. Upon written request, Provider shall provide County with copies of lower-tier subProvider certificates of insurance.

13.7.2 Providing and maintaining adequate insurance coverage is a material obligation of Provider. County has no obligation or duty to advise Provider of any non-compliance with the insurance requirements contained in this Section. If Provider fails to obtain and maintain all of the insurance coverages required herein, Provider shall indemnify and hold harmless the Additional Insureds from and against any and all Claims that would have been covered by such insurance had Provider complied with its obligations herein.

13.7.3 County reserves the right to adjust the above minimum insurance requirements or require additional insurance coverage to address other insurable hazards.

Exhibit D

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STATE OF FLORIDA
DEPARTMENT OF HEALTH
BUREAU OF EMERGENCY MEDICAL OVERSIGHT

ADVANCED LIFE SUPPORT SERVICE LICENSE

This is to certify that: ST. JOHNS COUNTY FIRE RESCUE Provider Number #: 5501
Name of Provider

3657 GAINES ROAD, SAINT AUGUSTINE, FLORIDA 32084
Address

has complied with Chapter 401, Florida Statutes, and Chapter 64J-1, Florida Administrative Code, and is authorized to operate as an Advanced Life Support Service subject to any and all limitations specified in the applicable Certificate(s) of Public Convenience and Necessity and/or Mutual Aid Agreements for the County(s) listed below:

ST. JOHNS
County(s)

Michael Hall
Michael Hall, Section Administrator
Emergency Medical Services
Florida Department of Health

THIS CERTIFICATE EXPIRES ON: 08/08/2025
This certificate shall be posted in the above mentioned establishment

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