

MEMORANDUM OF AGREEMENT

Between

Florida Department of Health, Broward County
and
Broward County, a political subdivision of the State of Florida, through the Broward County Office of Medical Examiner & Trauma Services

This Memorandum of Agreement (“Agreement”) is entered into between the Florida Department of Health, Broward County, hereinafter referred to as the “Department,” and Broward County, a political subdivision of the State of Florida, through the Broward County Office of Medical Examiner & Trauma Services (OMETs), hereinafter referred to as the “Provider”.

I. The Department Agrees to:

- A. Pay Provider, within thirty (30) days, a total dollar amount not to exceed \$271,757.40, upon receiving proof of purchase of a maintenance plan for a Liquid Chromatograph/Mass Spectrometer.
- B. Analyze autopsy, toxicology, and investigative reports and share information with Provider.
- C. Facilitate semi-annual reporting to the Florida Drug Overdose Surveillance and Epidemiology (FL-DOSE) team, by providing copies of the autopsy, toxicology, and investigative reports.

II. The Provider Agrees to:

- A. Conduct an autopsy, when permitted by Florida law, on all suspected overdose cases within 30 days of death. Submit autopsy reports to the Department’s Forensic Epidemiologist.
- B. Provide office space and OMETs data access to the Department’s Forensic Epidemiologist, including but not limited to autopsy report, toxicology report, basic investigation information, and any available health information for every accidental/unintentional overdose.
- C. Ensure a medical examiner is present at all OFRC meetings.
- D. Support state drug overdose surveillance objectives under the Overdose Data to Action (OD2A) grant by providing requested records to the FL-DOSE team (the OD2A surveillance arm) in response to semi-annual requests. The e-mailed requests will identify the specific records needed. Provide copies of the autopsy

report, toxicology testing results, and investigation notes to the Department's Forensic Epidemiologist.

III. The Provider and the Department Mutually Agree:

A. Effective and Ending Dates:

This Agreement shall begin on March 1, 2023, or on the date on which the Agreement has been signed by both parties, whichever is later. It shall end on August 31, 2023.

B. Termination:

1. Termination at Will:

This Agreement may be terminated by either party without cause upon no less than thirty (30) calendar days notice in writing to the other party unless a lesser time is mutually agreed upon in writing by both parties. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

2. Termination for Breach:

This Agreement may be terminated for either party's non-performance upon no less than twenty-four (24) hours notice in writing by the non-breaching party. Waiver of breach of any provisions of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

C. Indemnification:

Each Party shall be responsible for the consequences of any act or failure to act on the part of itself, its employees and agents in the course of performing its obligations under this Agreement. Accordingly, each Party shall be held responsible for its own sole negligence, and each Party shall indemnify and hold the other Party harmless from any loss which results therefrom. No Party hereto shall assume any responsibility to any other Party for the consequences of any act or failure to act of any person or entity not a Party to this Agreement. The Parties' indemnification shall be limited to the monetary limits provided by section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of either Party's sovereign immunity, or consent by either Party to be sued by third parties in any matter arising out of this Agreement.

D. Relationship:

In the performance of this agreement, it is agreed that the Provider is an

independent contractor and that the Provider is solely liable for the performance of all tasks contemplated by this Agreement, which are not the responsibility of the Department. The Provider, its' employees, officers, agents, and subcontractors, in performance of this agreement, shall act in the capacity of an independent contractor and not as an officer, employee or agent of the State of Florida. Nothing herein shall create or be construed to create an employer-employee, agency, joint venture, or partnership relationship between the parties.

E. Renegotiation or Modification:

Modifications of provisions of this Agreement shall only be valid when they have been reduced to writing and duly signed by both parties

F. Insurance:

The Provider accepts full responsibility for identifying and determining the type and extent of liability insurance, including workers compensation, necessary to provide reasonable financial protections for the Provider, its' employees, and its' clients. The limits of coverage under each policy maintained by Provider do not limit the providers' liability and obligations under this agreement.

G. Health Insurance Portability Act of 1996 (HIPAA):

1. Where applicable, the parties will comply with HIPAA as well as all regulations promulgated thereunder (45CFR Parts 160,162, and 164).
2. Where applicable, the parties incorporate by reference the operative obligations of the respective parties specified in 45 C.F.R. §§ 164.502(e) and 164.504(e, f, and g, and subdivisions thereunder as applicable) of HIPAA privacy regulations, only insofar as either individual party is a business associate as defined in 45 C.F.R. § 160.103, for purposes of this Agreement. This provision for HIPAA business associate obligations shall remain in effect as long as the business associate has possession of protected health information received from the other party. This HIPAA business associate provision survives termination of this Agreement.

H. Information Confidentiality and Security:

Maintain confidentiality of all data, files, and records, including client records, related to the services provided pursuant to this agreement in accordance with applicable state and federal laws, rules, and regulations and any department program-specific supplemental protocols, which are incorporated herein by reference and the receipt of which is acknowledged by the provider upon execution of this agreement. The Provider is required to have written policies and procedures ensuring the protection and confidentiality of Protected Health

Information. The department reserves the right to review the provider's policies and procedures.

I. E-Verify Requirement:

Effective January 1, 2021, Provider is required to use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all employees used by the Provider under this agreement, pursuant to section 448.095, Florida Statutes. Also, the Provider must include in related subcontracts, if authorized under this agreement, a requirement that subcontractors performing work or providing services pursuant to this agreement use the E-Verify system to verify employment eligibility of all employees used by the subcontractor for the performance of services under this agreement. The subcontractor must provide the Provider with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Provider must maintain a copy of such affidavit for the duration of the agreement. If the Department has a good faith belief that a subcontractor knowingly violated section 448.095(1), Florida Statutes, and notifies the Provider of such, but the Provider otherwise complied with this statute, the Provider must immediately terminate the subcontract with the subcontractor.

J. Cooperation with Inspectors General:

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

K. Official Contact Representatives:

1. For the Department:

Title: OD2A Program Manager
Organization: Florida Department of Health, Broward County
Mailing Address: 780 SW 24th Street
Ft Lauderdale, FL 33315

2. For the Provider

Title: Chief Medical Examiner
Organization: Broward County Office of Medical Examiner &
Trauma Services
Mailing Address: 5301 SW 31st Avenue
Fort Lauderdale, FL 33312

L. All Terms and Conditions Included:

This Agreement contains all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and the Agreement shall supersede all previous

communications, representations, or agreements, either verbal or written between the parties. If any term or provision of the Agreement is found to be illegal or unenforceable, the remainder of the Agreement shall remain in full force and effect and such term or provision shall be stricken.

IN WITNESS WHEREOF, the Parties hereto have made and executed this 5 page Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor authorized to execute same by Board action on the ____ day of _____, 2023, and the Florida Department of Health, signing by and through its Director duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

By: _____
Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mayor
____ day of _____, 2023

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By _____
Adam Katzman (Date)
Senior Assistant County Attorney

By _____
René D. Harrod (Date)
Deputy County Attorney

Florida Department of Health, Broward County

By: _____
Paula M. Thaqi, MD, MPH
Director – DOH Broward
____ day of _____, 2023