



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.6.

10/27/2020

Subject:

Approval, Termination of Contract for Convenience Re: Treasure Coast Medical Associates, Inc. (TCMAi); and Approval to initiate Request for Proposal (RFP) for new vendor.

Fiscal Impact:

None. Contract costs are budgeted for in current and future years

Dept/Office:

Fire Rescue Department

Requested Action:

It is requested that the Board of County Commissioners Approve the termination of the contract with Treasure Coast Medical Associates, Inc. (TCMAi), pursuant to Paragraph 10 of the contract; and Approve the development and advertising of a competitive Request for Proposal (RFP) process to solicit a new contractor; and Approve the selection and negotiation committees consisting of the following individuals: Jerry Visco, Human Resources Director; Michael Bramson, IAFF President; Deputy Chief Scott Jurgensen; Assistant Chief of Professional Development Richard Connor; and Michael Watson, Human Resources Health and Safety Officer; and Authorize the County Manager, or designee to sign all contracts and contract related documents upon review and approval by the County Attorney's Office, Risk Management, and Purchasing Services.

Summary Explanation and Background:

On May 30, 2019, the Board of County Commissioners awarded a contract to Treasure Coast Medical Associates, Inc. (TCMAi) for the provision of Annual Firefighter and New Hire Physicals in the amount of \$224,500.00. The contract includes a Termination for Convenience clause at Paragraph 10, which permits the County to terminate the contract upon providing the vendor with a thirty (30) day written notice. If approved, Brevard County Fire Rescue intends to provide the written notice, and to immediately, competitively re-procure the services pursuant to a Request for Proposal.

Brevard County Fire Rescue (BCFR) intends to go out for Request for Proposal (RFP) immediately, should the Board vote to terminate the existing contract with TCMAi.

Clerk to the Board Instructions:

F.6.

10/27/2020

Provide a copy of the Board's direction to the Fire Rescue Department and the County Attorney's Office



Kimberly Powell, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972
Kimberly.Powell@brevardclerk.us

October 28, 2020

MEMORANDUM

TO: Chief Mark Schollmeyer, Fire Rescue Director Attn: Pamela Barrett

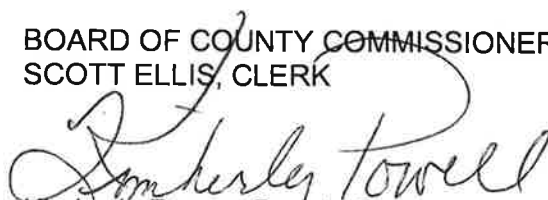
RE: Item F.6., Approval of Termination of Contract for Convenience for Treasure Coast Medical Associates, Inc. (TCMAi); and Approval to Initiate Request for Proposal (RFP) for New Vendor

The Board of County Commissioners, in regular session on October 27, 2020, approved the termination of the Contract with TCMAi, pursuant to paragraph 10 of the Contract; approved the development and advertising of a competitive RFP process to solicit a new contractor; approved the Selection and Negotiation Committees consisting of Jerry Visco, Human Resources Director, Michael Bramson, IAFF President, Deputy Chief Scott Jurgensen, Assistant Chief of professional Development Richard Connor, and Michael Watson, Human Resources Health and Safety Officer; and authorized the County Manager, or his designee, to sign all contracts and contract related documents upon review and approval of the County Attorney's Office, Risk Management, and Purchasing Services.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK


Kimberly Powell, Deputy Clerk

cc: Each Commissioner
County Attorney
Finance
Budget

**FIREFIGHTER PHYSICAL EXAMS
CONTRACT FOR SERVICES**

THIS CONTRACT is entered into this 1st day of July 2019 by and between the following Parties: the Board of County Commissioners of Brevard County, Florida, a political subdivision of the State of Florida (hereinafter the "COUNTY"), and Treasure Coast Medical Associates, a business having its primary business location at 3405 NW Federal Hwy, Jensen Beach FL, (hereinafter the "Contractor").

RECITALS

WHEREAS, the COUNTY is desirous of obtaining the services of a knowledgeable and qualified individual or entity to perform physical examinations for Brevard County Fire Rescue staff, and

WHEREAS, such services shall mutually benefit the parties and the residents of Brevard County, Florida.

NOW THEREFORE, the Parties mutually agree as follows:

1. **SCOPE:** The CONTRACTOR shall furnish all labor, materials, equipment, machinery, tools, and apparatus to perform all work or services specified in Attachment A, Request for Proposal (RFP) #P-7-19-07 and any addenda to the Request for Proposal.
2. **TERM:** This Contract is effective on the date of execution, for a term of two (2) years. At the end of this term, the COUNTY has the option, within its sole discretion, of renewing this Contract for up to two (2) one-year extensions. Should the CONTRACTOR wish to renew the Contract, it should relay that information to the COUNTY in writing at least 60 days prior to the expiration of the 3-year term.
3. **PAYMENTS:** The COUNTY shall pay the CONTRACTOR for C o n t r a c t work or services as provided in Attachment B. The COUNTY reserves the right to deduct from any CONTRACTOR invoice an amount for defective or nonconforming work or for work not provided but invoiced. The COUNTY shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statutes Section 218.70 et seq.

4. **INDEMNIFICATION:** The CONTRACTOR shall indemnify and hold harmless the COUNTY and its agents and employees from and against all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from the performance of its work under this Contract, where such claim, damage, loss, or expense is caused, in whole or in part, by the act or omission of the CONTRACTOR, or anyone directly or indirectly employed by the CONTRACTOR, or anyone directly or indirectly employed by the CONTRACTOR, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a Party indemnified thereunder. In any and all claims against the COUNTY, or any of its agents or anyone directly or indirectly employed by the CONTRACTOR, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by a limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR, under workers' compensation acts, or other related policies of insurance. The parties acknowledge specific consideration has been exchanged for this provision.

5. **COMPLETE CONTRACT, MODIFICATIONS TO CONTRACT, ASSIGNMENTS:** This Contract expressly incorporates and includes Attachment A, Request for Proposal (RFP) #P-7-19-07; Attachment B; any addenda to the Request for Proposal; and any other attached exhibits, task assignments and schedules. This Contract constitutes the entire Contract between the COUNTY and the CONTRACTOR and supersedes all prior written or oral understandings. This Contract may only be amended, supplemented or canceled by a written instrument duly executed by all Parties. CONTRACTOR may not assign this Contract to another entity without the express written permission of the COUNTY.

6. **INSURANCE:** The CONTRACTOR, at its own expense, shall keep in force and at all times maintain during the term of this Contract:

- a. **Professional Liability Insurance:** Professional Liability Insurance issued by responsible insurance companies and in a form acceptable to the COUNTY, with combined single limits of not less than One Million Dollars.
- b. **General Liability Insurance:** General Liability Insurance issued by responsible insurance companies and in a form acceptable to the COUNTY, with combined single limits of not less than One Million Dollars (\$1,000,000) for Bodily Injury and Property Damage per occurrence.

- c. **Automobile Liability Insurance:** Automobile Liability coverage shall be in the minimum amount of One Million Dollars (\$1,000,000) combined single limits for Bodily Injury and Property Damage per accident.
 - d. **Workers' Compensation Coverage:** Full and complete Workers' Compensation Coverage, as required by State of Florida law, shall be provided.
 - e. **Insurance Certificates:** The CONTRACTOR shall provide the COUNTY with Certificate(s) of Insurance on all the policies of insurance and renewals in a form(s) acceptable to the COUNTY. The General Liability Insurance and Auto Liability Insurance policies shall provide that the COUNTY is an additional insured. The COUNTY shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action. All insurance policies shall be issued by responsible companies who are acceptable to the COUNTY and licensed and authorized under the laws of the State of Florida.
7. **GOVERNING LAW, VENUE, ATTORNEY'S FEES:** In the event of any legal action to enforce the terms of this Contract, each Party shall bear its own attorney's fees and costs. This Contract shall be governed, interpreted and construed according to the laws of the State of Florida. Venue shall be in a court of competent jurisdiction in and for Brevard County, Florida and any trial shall be non-jury.
8. **COMPLIANCE WITH STATUTES:** It is the CONTRACTOR'S responsibility to be aware of and comply with all federal, state and local laws, rules, regulations, licensing requirements or standards that govern or apply to CONTRACTOR's duties and obligation under this Contract. CONTRACTOR expressly acknowledges its obligation to maintain the security and confidentiality of individually identifiable health information and agrees that all its activities under this contract will comply with applicable state and federal privacy and confidentiality laws, to include the Health Insurance Portability and Accountability Act "HIPAA."
9. **ASSIGNMENTS:** Contractor shall not assign any portion of this Contract without the written permission of the COUNTY.
10. **TERMINATION:** If either Party fails or refuses to perform any of the Contract provisions Contract or otherwise fails to timely satisfy its provisions, either Party may notify the other Party in writing of the nonperformance and terminate the Contract or such part of the Contract as to which there has been delay or a failure to properly perform. The CONTRACTOR may cancel the Contract, for good cause, upon ninety (90) days prior written notice to the COUNTY. The

COUNTY retains the right to terminate the Contract, in part or in its entirety, with or without cause upon thirty (30) days prior written notice. Any work completed or services provided prior to the date of termination shall, at the option of the COUNTY, become the property of the COUNTY. The COUNTY is only responsible for payment for work completed prior to the effective date of termination.

11. **INDEPENDENT CONTRACTOR:** The CONTRACTOR shall perform the services under this Contract as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Contract shall be interpreted or construed to constitute the CONTRACTOR or any of its agents or employees to be the agent, employee or representative of the COUNTY.

12. **RIGHT TO AUDIT RECORDS:** The CONTRACTOR shall keep books, records, and accounts of all Contract activities, in compliance with generally accepted accounting procedures, as adopted by the Department of Financial Services, as set forth in Rule 691-61.0012, Florida Administrative Code, as amended or superseded from time to time, or the Auditor General. Books, records, and accounts related to Contract performance shall be open to inspection during regular business hours by an authorized office representative and shall be retained by the CONTRACTOR for a period of three (3) years after Contract termination for accounting related records and for other public records, five (5) years after termination of this Contract, or for any longer periods of time as may be required by applicable retention schedules. All books, records, and accounts related to the performance of this Contract shall be subject to the applicable provisions of Chapter 119 and Section 401.30, Florida Statutes.

13. **INTELLECTUAL PROPERTY:** To the extent that a copyright attaches to Contract work produced, in whole or in part, for the benefit and use of the COUNTY under this Contract, the CONTRACTOR agrees it has given the COUNTY a royalty-free, world-wide, non-exclusive, irrevocable, unlimited license in the work, that may be sub-licensed or used in a derivative work as the COUNTY sees fit.

14. **PUBLIC RECORDS:** The CONTRACTOR understands Florida has very broad public records laws. The CONTRACTOR agrees to comply with any request for this public records or documents related to this Contract, in accordance with Section 119.07, Florida Statutes. Upon such a request, the COUNTY or CONTRACTOR, as the case may be, will promptly inform the other Party of the request and, upon request of the other Party, provide electronic copies of the responsive public records provided, at no additional cost to the COUNTY or CONTRACTOR, as the case may be. CONTRACTOR agrees and understands any written communications with

CONTRACTOR, to include emails, email addresses, a copy of this contract, and any supporting Contract documentation are subject to public disclosure upon request, unless otherwise exempt or confidential under Florida Statute.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT BREVARD COUNTY FIRE/RESCUE, MS. PAMELA BARRETT, PAMELA.BARRETT@BREVARDFL.GOV, 1040 FLORIDA AVE, ROCKLEDGE, FLORIDA 32955.

15. **UNAUTHORIZED ALIEN WORKERS:** COUNTY will not intentionally award a publicly-funded contract to any CONTRACTOR who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e)(Section 274A(e) of the Immigration and Nationality Act "INA"). The COUNTY shall consider a CONTRACTOR's intentional employment of unauthorized aliens as grounds for immediate termination of this Contract.

16. **FEDERAL TAX ID NUMBER:** The CONTRACTOR shall provide to the COUNTY their Federal Tax ID Number or, if the CONTRACTOR is a sole proprietor, a Social Security Number.

17. **EMPLOYMENT:** The CONTRACTOR shall not engage the services of any person or persons now employed by the COUNTY, including any department, agency, board or commission, to provide services relating to this contract without COUNTY's written consent.

18. **PUBLIC ENTITY CRIMES:** A person or affiliate who has been placed on the convicted CONTRACTOR list following a conviction for a public entity crime may not be awarded or perform work as a CONTRACTOR, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted CONTRACTOR list.

19. **CONSTRUCTION OF CONTRACT:** The parties acknowledge that they fully reviewed this Contract and its attachments, and had the opportunity to consult with legal counsel of their choice. This Contract shall not be construed against any Party as if they were the drafter of this Contract.

20. **CONTINUED MANAGEMENT BY THE NAMED PARTIES:** Continuation of the Contract is contingent on continued management by J. Michael Adelberg, MD, FAEP. Noncompliance with this provision is grounds for the COUNTY to terminate the Contract for default. The COUNTY can only agree to substituted management by a written modification signed by both parties.

21. **NOTICE:** All Contract notices required or permitted, and any written consents or approvals required, shall be in writing and are in effect upon receipt. Notices shall be transmitted either by personal hand delivery; United States Postal Service (USPS), certified mail return receipt requested; or, overnight express mail delivery. E-mail and facsimile transmission may be used if the notice is also transmitted by one of the preceding forms of delivery. The addresses set forth below for the respective Parties shall be the places where notices shall be sent, unless prior written notice of change of address is given.

Fire Chief Mark Schollmeyer
Brevard County Fire Rescue
1040 S Florida Ave
Rockledge FL 32955

J. Michael Adelberg, MD, FAEP
Treasure Coast Medical Associates
3405 NW Federal Hwy.
Jensen Beach, FL 34957

22. Employment Eligibility Verification (E-Verify):

- 22.1 CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CONTRACTOR during the term of the contract.
- 22.2 CONTRACTOR shall expressly require any subcontractors performing work or providing services pursuant to this Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Contract.
- 22.3 CONTRACTOR agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the COUNTY consistent with the terms of CONTRACTOR's enrollment in the program. This includes maintaining a copy of proof of CONTRACTOR's and any subcontractors' enrollment in the E-Verify Program.
- 22.4 Compliance with the terms of this section is made an express condition of this Contract and the COUNTY may treat a failure to comply as a material breach of this Contract.
- 22.5 A CONTRACTOR who registers with and participates in the E-Verify program may not be barred or penalized under this section if, as a result of receiving inaccurate verification

- information from the E verify program, the CONTRACTOR hires or employs a person who is not eligible for employment.
- 22.6 Nothing in this section may be construed to allow intentional discrimination of any class protected by law.
23. **SEVERABILITY.** If any provision of this Contract shall be held to be invalid, illegal or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The Parties shall use their best efforts to rehabilitate and replace the unenforceable provision or provisions of this Contract with lawful terms and conditions approximating the original intent of the Parties.
24. **COUNTERPARTS AND AUTHORITY:** This Contract may be executed in counterparts, all of which, taken together, shall constitute one and the same Contract. Each Party represents that the person signing on its behalf has been fully authorized by all required action to sign on behalf of and to bind that Party to the obligations in this Contract.

(Signature Page Follows)

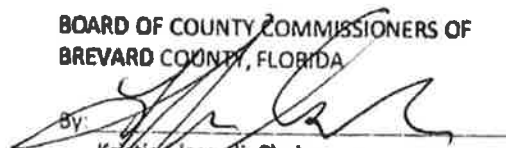
IN WITNESS WHEREOF, the Parties have caused this Contract to be executed and delivered by their duly authorized representatives.

ATTEST:



Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS OF
BREVARD COUNTY, FLORIDA

By: 

Kristine Isnardi, Chairman

Date: _____

As approved by Board on: August 15, 2018

Treasure Coast Medical Associates

WITNESS:

Aurora Rubio

By: 

Signature

Date: 06/04/2019

J. Michael Adelberg, President

Name & Title, Typed or Printed

NOTICE OF AWARD
May 30, 2019
RFP#7-19-07 / Physical Examinations-Fire Physicals

PROCUREMENT ANALYST: Stephanie Reynolds

<u>CONTRACTOR</u>	<u>CONTRACTOR CITY/STATE</u>	<u>MEETS MINIMUM REQUIREMENTS</u>	<u>ITEMS AWARDED</u>	<u>PROPOSED COST</u>
Treasure Coast Medical Associates	Jensen Beach, FL	Yes	All	Est Total Cost: \$224,500.00. (Does not include optional services)
Life Scan Wellness Centers	Tampa, FL	Yes	None	Est Total Cost: \$257,050.00. ((Does not include optional services)

☐ BOARD AWARD--AGENDA ATTACHED

☒ APPROVED AWARD (NON-BOARD AGENDA):

(Per Sections III.E. & III.I. & J., BCC-25, PROCUREMENT)


Jonathan Mclester, Purchasing Supervisor

☐ Award to best-ranked proposer, minimum three responses received.

☒ Award to best-ranked proposer, less than three responses received:

AWARDED BY A COMMITTEE CONSISTING OF: Michael Watson, Cindy Paulin, Michael Zocchi, Jackson Lively, Michael Bramson

FOR PURCHASING USE ONLY:

☐ ONE-TIME PURCHASE

☒ ANNUAL BID:

EFFECTIVE DATE: Executed Contract Date ENDING DATE: 2 years from the date of award

RENEWAL OPTION ☐ One year ☒ Other Two One year renewal options

☐ Prompt Payment Discount Offered ☐ Yes _____ (Terms) ☒ NO

☐ Performance and payment bonds received with construction contract documents.

☐ Release Cashier's or Certified Check Received for Bid Deposit on Bids

SPECIAL INSTRUCTIONS TO AWARDED VENDOR:

☒ Please provide certificate of insurance.

☐ Please provide performance and payment bonds as required.

☐ OTHER:



RFP TABULATION SHEET

RFP Title: Physical Examinations-Fire Rescue

RFP No: P7-19-07

OPENING DATE & TIME: April 4, 2019 @ 3:00 PM

POSTING DATE: April 9, 2019 POSTED BY: Stephanie Reynolds

CONTRACTOR	CONTRACTOR CITY/STATE	*RFP UNDER EVALUATION* A detailed tabulation with recommended award to be released at a later date.
Treasure Coast Medical Associates, Inc.	Jensen Beach, FL	
Life Scan Wellness Centers	Tampa, FL	

Bid tabulations with award recommendations are posted to VendorLink at www.myvendorlink.com or DemandStar at www.demandstar.com. Brevard County encourages prompt and fair handling of all complaints and disputes with the business community. Filing of any disputes and appeals shall be in accordance with procedures specified in bid documents.

Approval initials

Handwritten initials, possibly 'SAR', written over a horizontal line.

SUBMIT SEALED PROPOSAL TO: BREVARD COUNTY PURCHASING SERVICES 2725 JUDGE FRAN JAMIESON WAY BLDG. C, 3rd FLOOR, SUITE C-303 VIERA, FL 32940				REQUEST FOR PROPOSAL Proposal Acknowledgment	
PROCUREMENT ANALYST: Stephanie Reynolds Stephanie.Reynolds@brevardfl.gov		(321) 617-7390 Ext. 5-2201		AN EQUAL OPPORTUNITY EMPLOYER	
FLORIDA TAX EXEMPT #85-8012621749C-1 FEDERAL TAX EXEMPT #59-6000523					
PROPOSAL SPECIFICATIONS MAY BE OBTAINED AT Purchasing Services, 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera, FL 32940, or DemandStar website and VendorLink.					
RELEASE DATE March 14, 2019		PROPOSAL TITLE Physical Examinations-Fire Rescue		PROPOSAL NUMBER P-7-19-07	
PROPOSAL OPENING DATE AND TIME April 4, 2019 @ 3:00 pm				PROPOSAL RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED	
PRE-PROPOSAL DATE, TIME, AND LOCATION None Required					

▼ CONTRACTOR MUST COMPLETE THIS AREA AND RETURN FORM ▼

LEGAL NAME OF CONTRACTOR AND BUSINESS ADDRESS: Treasure Coast Medical Associates, Inc 3405 NW Federal Hwy Jensen Beach, FL 34957		FEDERAL ID NO. (FEIN) OR SOCIAL SECURITY NO. (SSN): 55-0844936	
TELEPHONE NUMBER/TOLL-FREE NUMBER (772) 692-8082		If returning as a "no proposal," state reason:	
I certify that this proposal is made without prior understanding, contract, or connections with any corporation. Contractor or person submitting a proposal for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal for the Contractor. In submitting a proposal to the County of Brevard, the Contractor offers and agrees that if the proposal is accepted, the Contractor will convey, sell, assign, or transfer to the County of Brevard all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the County of Brevard. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Contractor.		The Contractor acknowledges that information provided in this RFP is true and correct. X  AUTHORIZED SIGNATURE (MANUAL) Jonathan Michael Adelberg NAME (PRINTED TYPE) Owner/President TITLE DATE 04/02/2019	

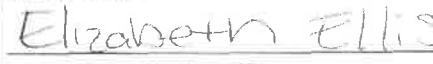
THIS FORM MUST BE NOTARIZED AND RETURNED WITH YOUR PROPOSAL

Sworn to and subscribed before me this 2nd day of April 2015

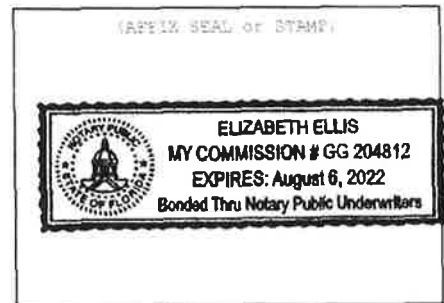
Personally known: ☒

Or produced identification: ☐ Type of ID: _____

 FL
 SIGNATURE OF NOTARY PUBLIC STATE


 NAME OF NOTARY PUBLIC (PRINTED)

My commission expires Aug 6, 2022



BOND DATA

CONTRACTOR MUST PROVIDE:

Yes ☐ No ☒ BID BOND
 Yes ☐ No ☒ PERFORMANCE BOND
 Yes ☐ No ☒ LABOR, MATERIAL, PERFORMANCE BOND

AMOUNT:

In cases where the amount of a surety bond exceeds \$500,000, the surety company must have an A.M. Best's rating as specified in this document, and depending on the amount of the bond, shall have a minimum A.M. Best's financial size category (FSC) ranking as follows:

BOND AMOUNT UP TO:	FINANCIAL CLASS	BOND AMOUNT UP TO:	FINANCIAL CLASS
\$ 1,000,000	I	\$ 25,000,000	V
\$ 2,000,000	II	\$ 50,000,000	VI
\$ 5,000,000	III	\$ 100,000,000	VII
\$ 10,000,000	IV		

Bonds must be issued by a surety company who complies with the requirements of § 287.0935, Fla. Stat.

PAYMENT OF GOODS OR SERVICES PROVIDED AS A RESULT OF THIS SOLICITATION WILL BE MADE PER FLORIDA STATUTE.
ALL FIRST TIME TENDERS CONTRACTORS MUST SUBMIT A CURRENT W-9 FORM.

PHYSICAL EXAMINATIONS-FIRE RESCUE

P-7-19-07

REFERENCE FORM – Exhibit A

REFERENCES – PROJECTS

List customers for the services specified in the solicitation in the spaces provided below giving the company name, contact person, address, telephone number, and date services were performed, as described.

Note: A contact person shall be someone who has personal knowledge of the contractor's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the County may be calling them. Do NOT list persons who will be unable to answer specific questions regarding the requirements.

Ref #1. Customer/Client: Okeechobee County Fire Rescue

Date of Services: 2001 - Present

Description of Services: Complete Mobile Firefighter Physicals, Project Medical Director

Street Address: 707 NW 6th Street

City, State, ZIP Code: Okeechobee, FL 34972

Telephone #: (863)763-5544

Fax #: (863)763-4565

Contact Person: Captain Justin Hazelief Email: jhzellief@co.okeechobee.fl.us

Ref #2. Customer/Client: Okeechobee School Board

Date of Services: 07/2015 - Present

Description of Services: Basic Primary Care and Occupational Health Services

Street Address: 700 SW 2nd Avenue

City, State, ZIP Code: Okeechobee, FL 34974

Telephone #: (863)462-5000 ext. 226

Fax #: (863)462-5151

Contact Person: Ken Kenworthy, Superintendent Email: vinsons@okee.k12.fl.us

Ref #3. Customer/Client: The School Board of Highlands County

Date of Services: 2018 - Present

Description of Services: Basic Primary Care and Occupational Health Services

Street Address: 426 School Street

City, State, ZIP Code: Sebring, FL 33870

Telephone #: (863)449-0669

Fax #:

Contact Person: Richard Birt, Finance Director

Email: Birtr@highlands.k12.fl.us

Ref #4. Customer/Client: City of West Palm Beach

Date of Services: 2013 - Present

Description of Services: Complete Firefighter Physicals, Basic Primary Care and Occupational Health Services

Street Address: 401 Clematis St

City, State, ZIP Code: West Palm Beach, FL 33401

Telephone #: (561)494-1013

Fax #:

Contact Person: Jennifer Chripczuk, Benefits Officer

Email: jchripczuk@wpb.org

Ref #5. Customer/Client: City of Port Saint Lucie - City Hall

Date of Services: 2011 - Present

Description of Services: Complete Firefighter Physicals, Basic Primary Care and Occupational Health Services

Street Address: 121 SW Port St Lucie Blvd

City, State, ZIP Code: Port St Lucie, FL 34984-5099

Telephone #: (772)344-4081

Fax #: (772)871-5274

Contact Person: Claudia McCaskill, Manager

Email: cmccaskill@cityofpsl.com

GENERAL CONDITIONS, TERMS, AND PROVISIONS

1. DEFINITIONS:

- a. COUNTY - The term "COUNTY" herein refers to the County of Brevard, Florida, and its duly authorized representatives.
- b. CONTRACTOR - The term "CONTRACTOR" used herein refers to the dealer/ manufacturer/business organization submitting a Proposal to the County in response to this solicitation or any organization that will be awarded a contract pursuant to the terms, conditions and quotations of the Proposal.
- c. USING AGENCY - The term "USING AGENCY" used herein refers to any department, division, agency, commission, board, committee, authority or other unit in the County Government using supplies or procuring contractual services as provided for in the Purchasing Ordinance of the County of Brevard.
- d. HEAVY DUTY - The item(s) to which the term "HEAVY DUTY" is applied shall exceed the usual quality and/or capacity supplied with standard production equipment and shall be able to withstand unusual strain, exposure, temperature, wear and use.
- e. QUALIFIED CONTRACTOR - The best Contractor who has the capability in all respects to fully perform the Proposal requirements, and has the financial stability, honesty, integrity, skill, business judgment, experience, facilities, and reliability necessary to assure good faith performance of the contract, as determined by reference to the Contractor's Qualification Statement, evaluations by County staff of the Contractor or its subcontractors' past performance for the Board, and any other information required by Board policies.
- f. RESPONSIVE CONTRACTOR - A Contractor who has submitted a bid or proposal, which conforms in all respects to the requirements of the solicitation, including, but not limited to, submission of the bid or proposal on required forms with all required information, signatures, and notarizations at the place and time specified.
- g. DUE CAUSE - An applicable reason affecting and concerning the ability and fitness of the contractor(s) to perform to the specifications and requirements of the contract.

2. **SUBMISSION OF PROPOSALS:** All Proposals shall be submitted in a sealed envelope. The Proposal number, title, and opening date shall be clearly displayed on the outside of the sealed envelope. The delivery of said Proposal to Purchasing Services prior to the specified opening date and time is solely and strictly the responsibility of the Contractor. Any Proposals received in Purchasing after the specified date and time will not be accepted. An original and number of copies indicated of the Proposal must be submitted unless otherwise noted.

3. **EXECUTION OF PROPOSAL:** Proposal must contain a manual signature of authorized representative in the space(s) provided. Proposals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Contractor to any Proposal entry must be initialed. The company and Federal Employer Identification Number (FEID) number shall appear in the space(s) provided.

4. **PROPOSAL OPENING:** Proposal opening shall be public on the date and time specified. Sealed proposals received by an agency pursuant to requests for proposals are exempt from the provisions of subsection (1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to s. 120.57(3)(a) or within 30 days after Proposal or proposal opening, whichever is earlier in accordance with Florida Statute 119.071(1) (b) 2. The names of the Contractors submitting a competitive solicitation will be

read aloud at the time of the opening. No details of the competitive solicitation will be released. Proposal must be submitted on forms provided by the County. No other forms will be accepted. Telephone and telegraph Proposals will not be considered. No Proposal may be modified after opening. No Proposal may be withdrawn after opening for a period of thirty (30) days unless otherwise specified.

5. **PROPOSAL TABULATIONS:** Proposal tabulations are posted to: www.demandstar.com and VendorLink.

6. **CLARIFICATION/CORRECTION OF PROPOSAL ENTRY:** The County reserves the right to allow for the clarification of questionable entries and for the correction of OBVIOUS MISTAKES.

7. **INTERPRETATION:** No interpretation of the meaning of the specifications, or other contract documents will be made orally to any Contractor. Every request for such interpretation must be in writing, addressed to Purchasing Services at 2725 Judge Fran Jamieson Way, Bldg. C, 3rd Floor, Viera, FL 32940, or emailed to the attention of the applicable Purchasing Agent. To be given consideration, such requests must be received at least five (5) business days prior to the date fixed for the opening of the Proposal. Any and all such interpretation and supplemental instructions will be in the form of a written addendum, which will ONLY be posted to www.demandstar.com and www.myvendorlink.com. Failure of any Contractor to receive any such addendum or interpretation shall not relieve said Proposer from any obligation under his Proposal as submitted. All addenda so issued shall become part of the contract documents, whether or not the successful Contractor received a copy of such addendum, it being understood that all Contractors are responsible to verify that they have received any such addenda prior to submitting their Proposal.

8. **EEO STATEMENT:** Contractors must ensure that employees and applicants for employment are not discriminated against for reasons of race, color, age, religion, sex, national origin, or handicapped status. Minority and female-owned businesses are encouraged to participate. Brevard County is an equal opportunity employer.

9. **PRICING:** Contractor prices shall be proposed and include FOB DESTINATION, all packing, handling, shipping charges, fuel surcharges and delivery, unless otherwise indicated, to any point within the County to a secure area or inside delivery. All prices, costs, and conditions shall remain firm and valid for term of the contract unless a change is authorized by the County. The obligations of the County under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and/or the Board of County Commissioners.

10. **ADDITIONAL TERMS & CONDITIONS:** The County reserves the right to reject Proposals containing any additional terms or conditions not specifically requested in the original conditions and specifications.

11. **TAXES:** The County is exempt from Federal Excise Taxes and all sales taxes.

12. **DISCOUNTS:** All discounts EXCEPT THOSE FOR PROMPT PAYMENT shall be considered in determining the lowest net cost for Proposal evaluation purposes.

13. **MEETS SPECIFICATIONS:** All equipment and accessories furnished under these specifications shall be new, the latest model in current production, and shall be of good quality, workmanship and material. The Contractor represents that all equipment offered under these specifications shall meet or exceed the minimum requirements specified. Delivery specifications shall be strictly adhered to. The Contractor shall be responsible for performing the work necessary to meet County standards in a safe, neat, good and workmanlike manner.

14. **BRAND NAME OR EQUAL:** If items called for by this invitation have been identified in the specifications by a "Brand Name or Equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be acceptable. Contractors offering "equal" products will be considered for award if such products are clearly identified in the Proposal and are determined by the County to meet fully the salient characteristics requirements listed in the specifications. Unless the Contractor clearly indicates in his Proposal that the Contractor is offering an "equal" product, the Contractor shall be considered as offering the same brand name product referenced in the specifications. If the Contractor proposes to furnish an "equal" product, the brand name if any, or the product to be furnished shall be inserted in the space provided or such product shall be otherwise clearly identified. The evaluation of Proposals and the determination as to equality of the product offered shall be the responsibility of the County and will be based on information furnished by the Contractor. Purchasing Services is not responsible for locating or securing any information, which is not identified in the Proposal and reasonably available to Purchasing Services. To ensure that sufficient information is available the Contractor shall furnish as a part of the Proposal, or prior to RFP opening, as indicated, all descriptive material necessary for Purchasing Services to determine whether the product offered meets the salient characteristics required by the specifications and establish exactly what the Contractor proposes to furnish and what the County would be binding itself to purchase by making an award.
15. **SILENCE OF SPECIFICATIONS:** The apparent silence of the specifications and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and only materials of first quality be provided. All interpretations of this specification shall be made upon the basis of this statement.
16. **ASSIGNMENT:** Any purchase order issued pursuant to this Proposal and the moneys, which may become due hereunder is not assignable except with the prior written approval of the Purchasing Manager.
17. **INDEMNIFICATION:** The successful Contractor agrees to indemnify and hold harmless the County and their employees from all claims, losses and expenses, including attorneys' fees, arising out of or resulting from the performance, failure in the performance of, or defect in, the products or services to be contracted, provided such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, death, or personal injury, or to property damage, including loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor or any of their employees, or arises from a job-related injury. The successful Contractor acknowledges adequate consideration for this indemnification provision.
18. **PATENTS AND ROYALTIES:** The Contractor, without exception shall indemnify and save harmless the County and its employees from liability of any nature of kind including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the County. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any involved in the work.
19. **TRAINING:** If specified, Contractor(s) may be required at the convenience of the County, to provide employees training in the operation and maintenance of any items(s) purchased from this Proposal.
20. **ACCEPTANCE:** Items may be tested for compliance with specification. Items delivered not conforming to specifications may be rejected and returned at Contractor's expense. Those items not delivered as per delivery date in Proposal and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the Contractor. Any violations of these stipulations may also result in the Contractor name being removed from the Proposal list and the Contractor disqualified from doing business with the County.
21. **SAFETY WARRANTY:** The selling dealer, distributor, Contractor, and manufacturer shall be responsible for having complied with all Federal, State and local standards, regulations, and laws concerning the equipment specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.
22. **WARRANTY:** The Contractor agrees that, unless otherwise specified, the supplies and/or services furnished under this Proposal shall be covered by the most favorable commercial warranty the Contractor gives to any customer for comparable quantities of such supplies and/or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the County by any other provision of this Proposal.
23. **AWARDS:** As the best interest of the County may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof; to reject any and all Proposals or waive any minor irregularity or technicality in Proposals received. Contractors are cautioned to make no assumptions unless their Proposal has been evaluated as being responsive and qualified. All awards made as a result of this Proposal shall conform to applicable ordinances of the County. The Board may return, for full credit, any unused items received which fail to meet the Board's performance standards. The County reserves the right to cancel an awarded Proposal upon due cause, i.e. Contractor misrepresentation, Contractor negligence, non-performance, etc. via written notice.
24. **Unless otherwise noted in the Proposal document, Contractors shall submit one Proposal only.**
25. **CONFLICT OF INTEREST:** The award hereunder is subject to provisions of State Statutes and County Ordinances. All Contractors must disclose with their Proposal the name of any officer, director, or agent who is also an employee of Brevard County. Further, all Contractors must disclose the name of any County employee who owns, directly or indirectly, any interest in the Contractor's firm or any of its branches.
26. **PURCHASING CONTRACTS WITH OTHER GOVERNMENT ENTITIES:** Brevard County permits the awarded Contractor(s) to extend the pricing, terms and conditions of this solicitation to other governmental entities at the Contractor's discretion. Each governmental entity that utilizes this solicitation or resulting contract will be responsible for execution of its own requirements with the awarded Contractor(s).
27. **DRUG-FREE WORKPLACE:** Whenever two or more proposals which are equal with respect to price, quality, and service are received by the County for the procurement of commodities or contractual services, a proposal received from a business that has implemented a drug free workplace program (per Florida Statutes Section 287.087) shall be given preference in the award process.
28. **LOBBYING STATEMENT:** All Contractors are hereby placed on notice the County Commission and staff shall not be contacted about this Proposal. Contractors and their agents are hereby placed on notice that they are not to contact members of the County Commission or staff (with the exception of designated liaison). Public meetings and public deliberations of the Selection Committee are the only acceptable forum for the discussion of merits of products/services requested by the RFP; and written correspondence in regard to Proposals may be submitted to the Purchasing Manager. Each Proposal will have one purchasing staff member designated who will serve as the liaison. Failure to adhere to these requirements could result in Board action to disqualify Contractor from consideration of award.
29. **PUBLIC ENTITY CRIMES:** All Contractors are hereby placed on notice that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal

on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in 287.017 Fla. Stat. for CATEGORY TWO (currently \$35,000) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

30. **DISCRIMINATORY VENDOR LIST:** An Contractor placed on the Discriminatory Vendor List shall not submit a proposal for a contract to provide goods or services to a public entity, shall not submit a proposal on a contract with a public entity for the construction or repair of a public building or perform any public work, shall not submit proposals for leases of real property to a public entity, shall not award or perform work as a contractor, supplier, subcontractor, or consultant under any contract with any public entity, and shall not transact business with any public entity per 287.134(3)(d), Fla. Stat.
31. **SCRUTINIZED COMPANIES:** Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Contract is for more than \$1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

For Contracts of any amount, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts \$1,000,000 and greater, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Contract.

As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, this section shall become inoperative and unenforceable.

32. **LICENSES, CERTIFICATIONS, AND PERMITS:** The successful Contractor will be required to secure, at its expense and show proof of the proper business tax receipt and/or any other license/certification required of the applicable service/work being performed. Prior to award, the apparent low Contractor will be required to provide proof of license and/or certification within two (2) business days of the posted awarded recommendation and submit copies of license/certifications to the Purchasing Office. The Brevard County Contractor Licensing Regulation & Enforcement (LR&E) office is responsible for the county licensing of trades: General Building, drywall, plumbing, electric, HVAC, roofing, etc. If you have questions concerning the licensing requirements for a Brevard County contractor's license, please contact the Brevard County LR&E office at (321) 633-2058, option 0, for any questions.

33. The awarded contractor shall fully comply with all federal and state laws, county and municipal ordinances and regulations in any manner affecting the performance of the work. The successful Contractor is responsible for obtaining all permits necessary to construct the project. The County does not exempt itself from permitting requirements. The County shall pay all Brevard County permit, inspection and impact fees required for the project or services required under this contract; all other fees for permits required by agencies/municipalities other than Brevard County shall be the responsibility of the awarded Contractor. A copy of issued permit shall be provided to the User Department of the County for their records.
34. **ERRORS:** In the event of extension error(s), the unit price will prevail. In the event of addition error(s), the extended totals will prevail. In either case, the Proposal's total offer will be adjusted accordingly.
35. **CANCELLATION AND REINSURANCE:** If any insurance should be canceled or changed by the insurance expiring during the period of this Proposal award, the Contractor shall be responsible for securing other acceptable insurance to provide the coverage specified in the Proposal to maintain continuous coverage during the life of the award.
36. **INCURRED COST:** The County is not liable for any cost incurred by any Contractor prior to an award. Costs for developing a response to this RFP are entirely the obligation of the Contractor and shall not be chargeable in any manner to the County.
37. **MATERIALS/SUPPLIES:** No materials or supplies for the work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale or other Contract by which an interest is retained by the seller.
38. **SUBCONTRACTORS:** The Contractor shall be fully responsible for all acts and omissions of his subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts and omissions of persons directly employed by him.
39. **VERBAL INSTRUCTIONS:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any County employee. Only those communications, which are in writing from an authorized County representative, may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the company, will be recognized by the County as duly authorized expressions on behalf of the company.
40. **LITIGATION VENUE:** All litigation shall take place either in the State Courts of Florida, wherein venue shall lie in Brevard County, Florida; or in the Federal Courts wherein venue shall lie in the Middle District in and for the State of Florida. The Contractor expressly waives venue in any other location.
41. **ADDITION, DELETION OR MODIFICATION OF SERVICES:** The County reserves the right at its sole discretion to increase, decrease, or delete any portion of this Contract at any time without cause, and if such right is exercised by the County, the total fee shall be reduced by a prorate basis. If work has already been accomplished on the portion of the contract to be increased, decreased, or deleted, the Contractor shall be paid for the correct portion on the basis of the estimated percentage agreed upon by the County, the Contractor, and the contract manager upon completion of such portion.
42. **OPERATION DURING DISPUTE:** In the event the County has not canceled the Contract in accordance with the terms of the Contract, and there remains a dispute between the proposer and the County, the Contractor agrees to continue to operate and perform under the terms of the Contract while such dispute is pending, and further agrees that, in the event a suit is filed for injunction or other relief, it will continue to operate the system until the final adjudication of such suit by the court.
43. **CONTRACT TERMINATION:** The Contract resulting from this Proposal shall commence upon issuance and acceptance of the fully executed Contract. The County user agency shall issue orders against the Contract

on an as needed basis. The Contract may be canceled by the Contractor, for good cause, upon ninety (90) days prior written notice. The County retains the right to terminate the Contract, in part or in its entirety, with or without good cause, upon thirty (30) days prior written notice or as stated herein. In the event of termination by either party as provided herein, the awarded Contractor shall be paid for services performed through the date of termination.

44. **SPECIAL ACCOMMODATIONS:** In accordance with the Americans with Disabilities Act (ADA) and Section 286.26, Fla. Stat., persons with disabilities needing special accommodations to participate should contact the ADA Coordinator at (321) 633-2017 or by email at Brian.Breslin@BrevardFL.gov, and must be made no later than 48 hours prior the public meeting/hearing in order to provide the requested service.
45. **CONTRACTOR RESPONSIBILITIES:** A Contractor, by submitting a Proposal, certifies that it understands all planning, coordinating, and implementation of the described services shall be done through personal contact between the Contract and the contract manager, and that telephone contact and mail correspondence may, in some cases, not be appropriate. County approved representatives of the Contractor shall be available to meet with the contract manager, as may be required, to accomplish the County's objectives as effectively and efficiently as possible, during all phases of this Contract.
46. **SUPERVISION OF CONTRACT PERFORMANCE:** The Contractor's performance of the Contract will be monitored by the contract manager. The Contractor shall be notified of lack of performance in writing by the contract manager. If at any time during the term of the contract, performance satisfactory to the contract manager shall not have been made, the Contractor, upon written notification by the contract manager, shall within three (3) days increase the force, tools and equipment as needed to properly perform the contract. The failure of the contract manager to file such notification shall not relieve the Contractor of the obligation to perform the work at the time and in the manner specified by the contract. If the Contractor does not increase the force or neglects to do the work properly, the contract manager can withhold a percentage of payment or withhold the entire dollar amount due as per the contract.
47. **MISUNDERSTANDING:** To prevent misunderstanding and any litigation, the contract manager shall decide any and all questions which may arise concerning the quality and acceptability of the work and services performed the sufficiency of performance, the interpretation of the provisions of the contract, and the acceptable fulfillment of the contract on the part of the proposal. The contract manager will determine whether or not the amount, quantity, character and quality of the work performed are satisfactory, which determination shall be final, conclusive and binding upon both the Contractor and the County. The contract manager shall make such explanation as may be necessary to complete, explain, or make definite the provisions of the contract, and his findings and conclusions shall be final and binding upon both parties.
48. **GREEN PROCUREMENT POLICY:** The Board of County Commissioners approved a "green procurement" policy in March 2004 to establish procurement requirements that promote the purchase and use of Environmentally Preferred Products as defined by the United States Environmental Protection Agency. Environmentally Preferred Products (EPP) are those products and services that have a reduced effect on the human health and the environment when compared to other products and services that serve the same purpose. EPP products encourage (1) waste reduction; (2) reduced exposure to hazardous materials; (3) natural resource conservation; and (4) energy efficiency.
49. **MONITORING OF WORK:** The Contractor shall provide the contract manager with every reasonable opportunity to ascertain whether or not the work, as performed, is in accordance with the requirements of the contract. The Contractor shall designate, in writing, a person to serve as liaison between the proposer and the County.

50. **PROMPT PAYMENT:** For payment promptness, the County shall remit payment in accordance with the Florida Prompt Payment Act, Section 218.70, Fla. Stat., et seq. The County does not expect to be billed in excess of the ordered quantity and will not pay for any quantity above the ordered quantity. Any order placed as a result of this bid will be subject to Billing Instructions and Conditions on the back of the County Purchase Order form. Contractors may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Contractor offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

Requests for final payment for any work or services for which a permit is required shall include a copy of all required permits and copies of all required inspection reports. Failure to provide proof of acquisition of all required permits and successful completion of all required inspections shall represent an incomplete invoice and will delay payment.

51. **RIGHT TO AUDIT RECORDS:** In performance of this Contract, the Contractor shall keep books, records, and accounts of all activities related to the Contract, in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by the Contractor in conjunction with the Contract and the performance of this Contract shall be open to inspection during regular business hours by an authorized representative of the office and shall be retained by the Contractor for a period of three (3) years after termination of this Contract, unless such records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1) Florida Statutes.

52. **UNAUTHORIZED ALIEN WORKERS:** The County will not accept bids from Contractors who knowingly employ unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S. Code § 1324a(e) (Section 274A(e) of the Immigration and Nationality Act "INA"). The County shall consider a Contractor's intentional employment of unauthorized aliens as grounds for immediate termination of any awarded proposal. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. The Contractor is required to submit a copy of the fully executed E-Verify Memorandum of Understanding with bid.

53. **FLORIDA PUBLIC RECORDS LAW:** Both parties understand that the County is subject to the Florida Public Records Law, Chapter 119, Fla. Stat. and all other applicable Florida Statutes. If the materials provided by the Contractor do not fall under a specific exemption, under Florida or federal law, materials provided by the Contractor to the County would have to be provided to anyone making a public records request. It will be the Contractor's duty to identify the information, which it deems is exempt under Florida/federal law, and identify the statute by number, which exempts that information.

Should any person or entity make a public request of the County—which requires or would require the County to allow inspection or provide copies of records which the Contractor maintains are exempt from Public Records Law or are confidential—it shall be the Contractor's obligation to provide the County within 24 hours (not including weekends and legal holidays), of notification by the County to the Contractor of the request, of the specific exemption or confidentiality provision so the County will be able to comply with the requirements of 119.07(1)(e) and (f), Fla. Stat.

Should the County face any kind of legal action to require or enforce inspection or production of any records provided by the Contractor to the County which the Contractor maintains are exempt or confidential from such inspection/production as a public record, then the Contractor shall hire and compensate attorney(s) who shall represent the interest of the County as well as the Contractor in defending such action. The Contractor

shall also pay any costs to defend such action and shall pay any costs and attorney fees, which may be awarded pursuant to 119.12, Fla. Stat.

All material submitted becomes the property of the County and may be returned only at the County's option. The County has the right to use any or all ideas presented in any reply to this RFP. Selection or rejection of any proposal does not affect this right.

54. **REFERENCE GIVEN TO COMMODITIES MANUFACTURED, GROWN, OR PRODUCED IN FLORIDA:** In accordance with 287.082, Fla. Stat., whenever two or more competitive sealed bids are received, one or more of which relates to commodities manufactured, grown, or produced within this State, and whenever all things stated in such received bids are equal with respect to price, quality, and service, the commodities manufactured, grown, or produced within this State shall be given preference.

55. **COUNTY SEAL:** Use of the County Seal without the express approval of the Board of County Commissioners is a violation of 165.043, Fla. Stat. punishable as a misdemeanor.

56. **TIE BIDS:** Award of all ties shall be made by the Purchasing Manager in accordance with State Statutes, which allows a Contractor certified as a Drug-Free Workplace to have precedence. When evaluation of Contractor responses to solicitations results in identical offers, with regards to bids or quotations, or identical ranking with regards to proposals, from two or more Contractors, the County shall determine the order of award using the following criteria in order of preference listed below (from highest priority to lowest priority):

- a. For tie bids, quotations or proposals, priority shall be given to the Contractor certifying that the company is a Drug-Free Workplace as defined within 287.087, Fla. Stat.;
- b. Should a tie still exist, in the case of proposals only, priority shall be given until the tie is broken, to the Contractor with the highest total of raw scores for each evaluation criteria, progressing from the highest weighted criteria to the lowest rated criteria. If multiple evaluation criteria have identical weights, the combined total weights of the identically weighted criteria shall be used;
- c. In the event that a tie still exists after progressing through both options listed above, the decision shall be made by lot or coin toss. The drawing of lots or coin toss shall be conducted in the presence of the effected Contractors if they elect to be present.

57. **CONTRACTOR COMPLAINTS AND DISPUTES:** The County encourages prompt and fair handling of all complaints and disputes with the business community. In order to resolve disputed matters in an equitable manner, the following procedures are adopted:

a. **POSTING OF AWARD NOTICES**

FORMAL SEALED PROPOSALS: No later than three (3) business days after the selection committee recommendations are finalized, the Purchasing Manager or his designee shall post the selection committee's rankings and recommended award.

b. **PROCEEDINGS**

Any contractor who is allegedly aggrieved in connection with the solicitation or pending award of a contract must file a formal written protest with the Purchasing Manager within five (5) business days of the posted award recommendation.

The formal written protest shall reference the proposal number, and shall state with particularity the facts and laws upon which the protest is based, including full details of adverse effects and the relief sought.

Within seven (7) calendar days of receipt of the formal written protest, the Purchasing Manager will arrange a meeting of the Protest Committee and the affected parties. The Protest Committee shall consist of two (2) Department Directors or designees, both of whom must be from an organizational group which the user department or group is not assigned; one (1) Assistant County Manager, who must be from an organizational group which the user department or group is not assigned under. The Purchasing Manager shall act as a Hearing Coordinator and the County Attorney or designee may be requested to attend. The Purchasing Manager or designee shall record the meeting and provide any information as the committee may request. The purpose of the meeting of the Protest Committee is to provide an opportunity to: (1) review the basis of the protest, (2) evaluate the facts and merits of the bid protest, and (3) if possible, to reach a resolution of the protest that is acceptable to the affected parties. For the purpose of the Protest Committee hearing, resolution shall mean that the Protestor finds the decision of the Protest Committee acceptable.

In the event the matter is not resolved with the Protestor's acceptance of the Protest Committee's decision, the Purchasing Manager will schedule the recommended award including the details of the protest and the Protest Committee's recommendation before the Board of County Commissioners via Board Agenda. The County Manager, prior to approval and placement on the Board agenda, may elect to resolve the matter before presentation to the Board. In the event that the County Manager cannot bring the matter to resolution, a copy of the Agenda Report shall be furnished immediately to all affected parties. The affected parties may appear before the Board of County Commissioners as a final means of administrative remedy.

c. **STAY OF PROCUREMENTS DURING PROTESTS**

Failure to observe any or all of the above procedures shall constitute a waiver the right to protest a contract award. In the event of a timely protest under the procedure, the County shall not proceed further with solicitation or with the award until a recommendation is made by the Committee, or a written determination is made by the County Manager that the award must be made immediately in order to protect the public interest. Invoice disputes between an awarded Contractor and user agency will follow the guidelines set forth in AO-33, *Prompt Payment of Invoices*.

PHYSICAL EXAMINATIONS-FIRE RESCUE
P-7-19-07
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Attachments: Exhibit A – Reference Form
Exhibit B – Draft Contract
Exhibit C- Confirmation of E-Verify Participation Form
Exhibit D- Contractor Affidavit Regarding Scrutinized Company List

PHYSICAL EXAMINATIONS-FIRE RESCUE
P-7-19-07
PROPOSAL SCHEDULE

PROPOSAL SCHEDULE

The following anticipated timeline for completion of the Request for Proposal process and implementation has been established:

IDENTIFICATION DATE

03/14/2019

RELEASE OF PROPOSAL

03/27/2019 @ 5:00 pm

DEADLINE FOR QUESTIONS

04/04/2019 @ 3:00 pm

PROPOSAL DUE DATE

Date & Time TBD

SELECTION COMMITTEE MEETING

Date & Time TBD

ISSUE AWARD NOTICE

**PHYSICAL EXAMINATIONS-FIRE RESCUE
P-7-19-07
SPECIAL CONDITIONS**

1. INTRODUCTION/PURPOSE:

The purpose of this Request for Proposal (RFP) is to select an experienced, qualified, and capable contractor to conduct Firefighter Physical Exams and other designated medical services on an as needed basis.

Estimated annual quantities for the medical physical exams are as follows:
Brevard County Fire Rescue: 600/year

2. CONTRACT PERIOD:

The term of this agreement shall be for two years from the date of award. The agreement may be extended by mutual agreement for two additional one year periods. Based on the response to this Request for Proposal, the Selection Committee will select and/or recommend to the BOCC a firm to provide to the County the services required under this Request for Proposal.

Proposal prices shall remain firm for the first twelve months of this contract. The awarded contractor may have an opportunity to request an annual price adjustment for the second and subsequent years of this contract. The request for price adjustment must be submitted in writing no later than ninety calendar days prior to the annual anniversary of the contract start date. The request for price adjustment must include written justification (raw material price increase, labor, etc.) for the increase and a copy must be sent to the Purchasing Manager. Any approved request for price adjustment will not take effect until the anniversary of the contract start date and any such granted price adjustment will be in effect for the twelve month period following the said anniversary start date. Written request for price adjustments shall not exceed the rate of inflation determined by the Consumer Price Index. Any price adjustment shall be approved by the Purchasing Manager or designee prior to the new price becoming effective.

3. BACKGROUND:

Contractor must have mobile capability such as a mobile medical vehicle and/or portable medical equipment which can be transported and set up to provide complete screening per the Scope of Services, which will allow for greater accessibility to Brevard County Fire Rescue personnel, Brevard County Fire Rescue will provide a treadmill and temporary space to conduct medical services for a timeframe not to exceed one hundred twenty days annually. Testing location may be moved up to three times to provide better geographic access to Brevard County Fire Rescue employees. Vendor shall indicate capability on price sheet and provide separate equipment list of make/type of machine(s), and description. The Contractor is responsible for transport of all equipment, fuel, material, and supplies to and from the site. Brevard County will NOT pay any fuel, surcharges, or set-up fee in order to incorporate this service. If contractor does not have mobile capability the contractor must have at minimum three locations within Brevard County with one located in the North, one Central and one South with adequate parking, entrance and egress for multiple large fire service vehicles during exams.

4. PROPOSAL SUBMITTAL:

Please submit one original and five hard copies of proposal along with an electronic copy on CD/DVD/USB flash drive no later than **3:00 p.m. local time April 4, 2019**. Paper copies must

be provided, but should be accompanied by an equivalent electronic PDF file. Provide one original and five hard copies on paper, plus one compact disc or flash drive. Sealed proposals must be clearly marked as follows:

"RFP # P-7-19-07, Physical Examinations-Fire Rescue" and returned to:

Purchasing Services
Brevard County Government Center
2725 Judge Fran Jamieson Way, 3rd Floor, Suite C303
Viera, FL 32940

All proposals received on or before the due date and time will be opened at **3:00 p.m. local time April 04, 2019**, at which time, the names of the firms submitting proposals will be read. No details of the proposals or the contents shall be disclosed until notice of intent to award or thirty (30) days after opening of the proposals, whichever occurs first, in accordance with Chapter 119.071 (1), Florida Statutes.

***Note:** Please ensure that if you use a third party carrier (DHL Express, FedEx, UPS, USPS, etc.) that they are properly instructed to deliver your proposal only to Purchasing Services on the third (3rd) floor at the above address. **Contractors are advised that U.S. Postal Service 1st Class and Express mail is delivered to a P.O. Box and is not delivered to the Purchasing Services Office. Delivery via the USPS is at the Contractor's risk.** To be considered, a proposal must be accepted in Purchasing Services no later than the Request for Proposal closing date and time. If the proposal is delivered anywhere else, it may not reach Purchasing Services in time.

5. **PRE-PROPOSAL MEETING DATE AND TIME:**

None Required

6. **INFORMATION OR CLARIFICATION:**

For information concerning procedures for responding to this proposal, contact Stephanie Reynolds, Purchasing Services at 321-617-7390, or by email at Stephanie.Reynolds@brevardfl.gov. Such contact shall be for clarification purposes only. Material changes, if any, to the specifications will be transmitted by written addendum through Purchasing Services. No interpretation of the meaning of the proposal, any correction of any apparent ambiguity, inconsistency or error therein, will be made by any proposer orally. Every request for such interpretation must be in writing addressed to Purchasing Services at 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera, Florida, 32940, or emailed to the attention of Stephanie Reynolds at Stephanie.Reynolds@brevardfl.gov. To be given consideration, such requests must be received in writing **no later than March 27, 2019 @ 5:00 pm**. All such interpretations and supplemental instructions will be in the form of written Addenda to the Proposal. Only the interpretation or correction so given by the Procurement Analyst in writing shall be binding. Any request for additional information should be referred to the County Office of Purchasing Services.

Any addenda will be transmitted by written addendum through Purchasing Services and posted to <http://www.demandstar.com> and [VendorLink](#). The County will not notify bidders of addenda. It is the sole responsibility of the bidder to check the website prior to submitting a bid to verify receipt of all documents to include written addendum.

Interviews may be conducted. Proposals will be reviewed, scored and ranked by a Selection

Committee using the evaluation criteria as outlined herein, and may conduct interviews from the top ranked firms.

The County will not be bound by oral explanations or instructions given at any time during the competitive process or afterward.

Right to Submitting Material: All responses, inquiries or correspondence relating to or in reference to this Requesting for Proposal, and all other reports, charts, displays, schedules, exhibits and other documentation submitted by the vendors will become the property of Brevard County.

Contract Negotiation: The County at its sole discretion, reserves the right to enter into contract negotiations with the highest ranked, responsive, responsible Contractor. If the County and said Contractor cannot negotiate a successful contract, the County may terminate said negotiations and begin negotiations with the next highest ranked, responsive, responsible Contractor. This process will continue until an acceptable Contract to the County has been executed or all proposals are rejected. No Contractor shall have any rights against the County arising from such negotiations or termination thereof.

Physical Examinations-Fire Rescue
P-7-19-07
SCOPE OF SERVICES

Contractor shall provide Firefighter Physical Exams and other designated medical services to Brevard County Fire Rescue department as needed for the term of two years, with two optional one-year extensions.

1. FIREFIGHTER PHYSICAL EXAM

A comprehensive medical examination (items A-I) to include a health risk assessment, a complete medical history review to determine any health conditions that would prevent, or could be aggravated by, performing the duties of the position, including but not limited to: the ability to carry equipment, wear protective equipment/clothing and meet the physical and psychological demands of the firefighter position. This medical history must also include any significant changes, job-related exposures/injuries and new symptoms since the previous physical.

A. Cardiac Assessment

- Echocardiogram
- Resting EKG
- Carotid artery ultrasound
- Abdominal aorta ultrasound
- Peripheral vascular test
- Exercise Stress Test: Annually

B. Cancer and Disease Assessment

- Skin cancer screening
- Prostate exam (MEN ONLY)***NOTE: Employee may bring test results from personal physician if test is less than one year old. *(test optional to the employee)*
- PSA (MEN ONLY) Age 45> *(test optional to employee)*
- Thyroid ultrasound
- Liver, pancreas, gall bladder, spleen, and kidney ultrasound
- Pelvic ultrasound (WOMEN ONLY).***NOTE: Not necessary for post total hysterectomy
- Diabetes test (glucose)
- Tuberculosis screening, annually. (This shall be performed as a blood test on those individuals identified by the County only)

C. Pulmonary Function Test for respirator use

D. Lab tests

- Urinalysis
- Total lipid profile
- Complete blood count
- Comprehensive metabolic panel
- Thyroid stimulating hormone (TSH)
- Cholinesterase and Heavy Metal Testing every two years (This shall be performed as a blood test on those individuals identified by the County only)

E. Visual Acuity Test

- Visual acuity corrected vision shall be to at least 20/30 Snellen in each eye
- Color vision
- Depth perception
- Peripheral vision - Visual field performance shall be 140° in the horizontal meridian combined.
- Night blindness - A history of night blindness should be evaluated to determine employee's capacity to perform essential tasks at night or in dark or low settings.

F. Hearing exam (audiometric exam).

- G. Personal consultation with physician, PA, MSN, or NP, to review test results and receive recommendations for medical interventions and counseling for disease management.

H. Behavioral modification recommendations for:

- Tobacco cessation
- Stress management
- Diet and nutrition plan
- Healthy heart
- Diabetes management
- Healthy mind, healthy body information

I. Fitness Program

- Fitness and agility evaluation
- Body composition analysis
- Cardiovascular training
- Resistance training
- Stretching/flexibility training
- Nutritional analysis
- Weight management goals

J. Additional Services *(please list separately on price sheet)*

- Chest x-ray: Optional annually, required a minimum every five years.
- Hepatitis B titers for new employees and as needed. Hepatitis C screening for new employees and as requested by employer

2. Stress test treadmill electrocardiograms will be supervised by a licensed physician, PA, MSN, or NP.
3. The quantities listed on the price sheet are estimated quantities for a one year period for aid in proposal preparation only. Orders will be in varying quantities and have no minimum quantity restrictions. Brevard County Fire Rescue reserves the right to increase or decrease the total quantities necessary. Proposal prices shall reflect this operation.
4. MAINTENANCE: Awarded Contractor shall be required to perform maintenance, sanitize, and clean equipment as per manufacturer's recommendation in order to provide continuous optimum operating standard. In the event equipment becomes inoperable, and cannot be

replaced and/or repaired within a reasonable time frame, Brevard County Fire Rescue reserves the right to obtain an alternative provider.

5. **REPORTING:** A copy of the complete examination and test results must be provided to the employee and Brevard County Fire Rescue either in person or via U.S. Mail within thirty calendar days of the exam. A Fit-for-Duty exam report stating whether the employee is medically fit to perform the essential duties of a firefighter, and results of Hepatitis titers/screenings, must be provided to Brevard County Fire Rescue for each employee within fourteen calendar days of the exam. If the employee is found to be unfit for duty, Brevard County Fire Rescue must be notified by telephone within twenty-four hours of the exam, and provided a written notification within three calendar days of any tests that reveal conditions that could place the employee or team in immediate danger by continuing unrestricted duty. This written notification must be reviewed and signed by a licensed physician.
6. **SCREENING CAPACITY:** Facility and staff shall be capable of administering a minimum of forty physical exams, and associated procedures outlined, on a weekly basis.
7. **MOBILE TESTING:** Contractor must have mobile capability such as a mobile medical vehicle and/or portable medical equipment which can be transported and set up to provide complete screening per the Scope of Services, which will allow for greater accessibility to Brevard County Fire Rescue personnel, Brevard County Fire Rescue will provide a treadmill and temporary space to conduct medical services for a timeframe not to exceed one hundred twenty days annually. Testing location may be moved up to three times to provide better geographic access to Brevard County Fire Rescue employees. The Contractor is responsible for transport of all equipment, fuel, material, and supplies to and from the site. Brevard County will NOT pay any fuel, surcharges, or set-up fee in order to incorporate this service. If contractor does not have mobile capability the contractor must have at minimum three locations within Brevard County with one located in the North, one Central and one South with adequate parking, entrance and egress for multiple large fire service vehicles during exams. Contractor shall indicate capability on price sheet and provide separate equipment list of make/type of machine(s),
8. Awarded Contractor shall NOT compromise safety or allow any conditions to endanger or inconvenience the Brevard County Fire Rescue personnel nor provide false validity of test and/or results.
9. **MEDICAL LABORATORY:** Medical laboratory shall meet all equipment, location, and personnel requirements as established by Department of Transportation regulations (49 CFR 40, 59 FR 43000, as amended) and be properly licensed. Contractors shall provide a facility and certified technician within Brevard County, Florida to collect blood and urine specimens.
10. Awarded Contractor shall have experience and provide documentation upon request in providing occupational health care.
11. **MEETINGS AND PUBLIC HEARINGS:** Awarded contractor shall provide a knowledgeable employee or consultant upon request to attend any meeting or public hearing(s) relative to the services being performed.
12. **CANCELLATION:** Awarded Contractor shall not charge for any scheduled appointment and/or examination cancelled at least twenty-four hours in advance.

13. REFERENCES: Contractor will provide addresses of most recent governmental and/or commercial health services performed with contact name and address for a minimum of three companies, beginning and ending contract dates, Owner's representative (i.e., office manager, supervisor, or health & safety officer) including telephone and FAX numbers. This information must be accurate and complete and must prove that the contractor is providing maintenance to a satisfactory standard for the project. Written references cannot be substituted. *Only one Brevard County departmental reference may be used.* Contractor will list the required references on the included County Reference Form.
14. LICENSE/CERTIFICATION: The required license/certification must be possessed by the Contractor and/or authorized employee at the time of proposal submittal and maintained current for the duration of the agreement. Contractor is required to submit at the time of proposal submittal a Copy of Florida Physician's Medical License and Copy of Florida Medical Laboratory Certification.
15. OPTIONAL SERVICES: The Contractor is not required to submit pricing for optional services listed on the price sheet if Contractor does not provide these services.

Physical Examinations-Fire Rescue
P 7-19-07
Essential Structural Firefighting Functions

SECTION I:

The medical requirements in this standard were based on in-depth consideration of essential firefighting functions. These essential functions are what members are expected to perform at emergency incidents and are derived from the performance objectives stated in NFPA 1001, Standard for Firefighting Professional Qualifications. When making his/her assessment of candidate/personnel's ability to perform the job, the factors the physician needs to take into consideration, include, but are not limited to:

- a) Operating both as a member of a team and independently at incidents of uncertain duration.
- b) Spending extensive time outside exposed to the elements.
- c) Tolerating extreme fluctuations in temperature while performing duties. Firefighters are often required to perform physically demanding work in hot (up to 400°F), humid (up to 100%) atmospheres while wearing equipment that significantly impairs body-cooling mechanisms.
- d) Experiencing frequent transition from hot to cold and from humid to dry atmospheres
- e) Working in wet or muddy areas.
- f) Performing a variety of tasks on slippery, hazardous surfaces such as on rooftops or from ladders.
- g) Working in areas where sustaining traumatic or thermal injuries is possible.
- h) Facing exposure to carcinogenic dusts, such as asbestos, toxic substances such as hydrogen cyanide, acids, carbon monoxide, or organic solvents, either through inhalation or skin contact.
- i) Facing exposure to infectious agents such as Hepatitis or HIV.
- j) Wearing personal protective equipment that weighs approximately 50lbs while performing firefighting tasks.
- k) Performing physically demanding work while wearing positive-pressure breathing equipment with 1.5" of water column resistance to exhalation at a flow of 40L/minute.
- l) Performing complex tasks during life-threatening emergencies.
- m) Working for long periods of time requiring sustained physical activity and intense concentration.
- n) Facing life-or-death decisions during emergency conditions.
- o) Being exposed to grotesque sights and smells associated with major trauma and burn victims.
- p) Making rapid transitions from rest to near-maximal exertion without warm-up periods
- q) Operating in environments of high noise, poor visibility, limited mobility, at heights, and in enclosed or confined spaces.
- r) Using manual and power tools in the performance of duties.
- s) Relying on senses of sight, hearing, smell, and touch to help determine the nature of the emergency, to maintain personal safety, and to make critical decisions in a confused, chaotic, and potentially life-threatening environment throughout the duration of the operation.

PHYSICAL EXAMINATIONS-FIRE RESCUE
P-7-19-07
EVALUATION AND SELECTION PROCESS

Evaluation of proposals will be conducted by an evaluation committee comprised of qualified County staff. The committee will evaluate, score and rank all responsive proposals based upon the information and references contained in the proposals submitted. Once each member of the Selection Committee has rated each proposal and completed a rating sheet, a composite is developed which indicates the Committee's collective ranking of the highest rated proposal in a descending order. Based on the response to this Request for Proposal, the Selection Committee will select and/or recommend to the BOCC firms qualified to provide to the County the services required under this Request for Proposal.

The following criteria will be used for evaluating Proposals for Brevard County and will be based on certain objective and subjective considerations as listed below:

1. Qualifications/Expertise/Experience
2. Availability and Mobile Testing
3. Cost and Additional Medical Services

Criteria

1. Qualifications/Expertise/Experience (50 Possible Points)

Contractors will be evaluated based on comparable experience, background, & specialty of physician(s) assigned. Is the firm experienced in providing medical services similar to those requested in the Request for Proposal? Consider past performance and evaluation of references in the proposal.

2. Availability and Mobile Testing (30 Possible Points)

Consider office location(s) and ability to provide adequate office hours to accommodate personnel and requirements for physical exam. Ability to perform off-site examinations and lab tests including equipment. Capability to setup temporarily at various locations and/or possess mobile medical vehicle.

3. Cost and Additional Medical Services (20 Total Possible Points)

Based on cost per physical examinations as described in the Scope of Service. Additional medical and/or laboratory services available & performed at office location(s). Also, cost of the other tests & optional services detailed on Price Sheet.

TOTAL SCORE (100 possible points)

Award of this service contract will be based on the selection criteria stated above.

The following people have been selected to serve on the selection committee:

Michael Zocchi, Assistant Chief of Professional Development
Teresa Coble, Human Resource Specialist, Human Resources Department
Cindy Paulin, Special Project Coordinator II, Brevard County Fire Rescue
Michael Bramson, IAFF President
Michael Watson, Safety & Health Officer, Brevard County Human Resources

PHYSICAL EXAMINATIONS-FIRE RESCUE
P-7-19-07

PROPOSAL FORMAT

Interested firms who would like to be considered for this project should submit a Proposal accompanied by pertinent information relating to the company's experience, qualifications, personnel, availability, and capability to provide and perform all of the professional services necessary to complete this project in an effective and timely manner. The firm's Proposal shall include:

Tab 1. Letter of Introduction and Executive Summary: Containing a summary of Contractor's ability to perform the services described in the RFP and confirms that Contractor is willing to perform these services and enter into a contract with the County. This letter must provide the names, title, phone, fax and email address for the person authorized to provide technical clarification regarding the proposal. This letter must be signed by an officer authorized to contractually obligate the submitting firm.

Tab 2. Table of Contents

The table of contents should outline in sequential order the major areas of the proposal.

Tab 3. Company Qualifications-(8 pages) 50 pts

This section should provide information on the contractor's qualifications, expertise, and experience with occupational medicine and services as described in the Scope of Services. The contractor referenced qualifications should include providing the physician(s)'s background: the number of years that the physician has been in practice; the number of years being involved with the contractor; years involved with occupational medicine or related services; the physician's specialty and/or certification; published medical articles and/or research. The contractor should demonstrate their expertise and experience in assisting governmental entities including the company's ability to create reports.

Tab 4. Availability and Mobile Testing (5 pages) 30 pts

Contractor shall be able to provide adequate office hours and locations to accommodate requirements for physical exams. List and availability of the assign physician(s) and key personnel must be identified. Brevard County reserves the right to require medical firm to use specific data management software and/or provide written documentation in a specific format. This section should demonstrate the contractor's ability to provide physical exams at an alternative site(s) provided by Brevard County. Mobile testing may be in the form of a motorized custom medical vehicle or portable medical equipment and/or machinery which will be transported and setup by the contractor at it's own cost and responsibility. Mobile testing must have the ability to provide the overall physical exam scope as defined. A detailed summary including equipment listing and description outlining its portable medical capability.

Tab 5. Cost and Additional Medical Services (5 pages) 20 pts

Contractor shall complete and submit with their proposal, PRICE SHEET RESPONSE FORM based on cost per physical examination as described in the Scope of Service. Contractor should provide a list of portable medical equipment from the Price Sheet if applicable. The contractor's cost and ability to provide additional medical and/or laboratory services available onsite at specified location(s) as described in the Scope of Services. Please provide medical equipment list with the type of machine, the make of machine, and description if applicable.

Tab 6. Required Proposal Forms:

- Signed/Notarized Request For Proposal
- Copy of fully executed E-Verify Memorandum of Understanding for the Business
- Copy of Sample Physical/Stress Test Form
- Copy of Florida Physician's Medical License
- Copy of Florida Medical Laboratory Certification
- Completed Reference Form
- Contractor Affidavit Regarding Scrutinized Company List
- E-Verify Participation Form

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS
INDEMNIFICATION AND INSURANCE REQUIREMENTS
Physical Examinations-Fire Rescue
P 7-19-06

INDEMNIFICATION

The County shall be held harmless against any and all claims for bodily injury, sickness, disease, death, personal injury, damage to property or loss of use of any property or assets resulting therefrom, arising out of or resulting from the performance of the products or from the services for which the County is contracting hereunder, provided such is caused in whole or in part by any negligent act or omission of the Contractor, or any subcontractor or any of their agents or employees, or arises from a job-related injury.

The Contractor agrees to indemnify the County and pay the cost of the County's legal defenses, including fees of attorneys as may be selected by the County, for all claims described in the hold harmless clause herein. Such payment on behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

It is agreed by the parties hereto that specific consideration has been received by the Contractor under this Contract for this hold harmless/indemnification provision.

INSURANCE REQUIREMENTS

The Contractor providing services under this Contract will be required to procure and maintain, at their own expense and without cost to the County, until final acceptance by the County of all products or services covered by the purchase order or contract, the following types of insurance. The policy limits required are to be considered minimum amounts:

General Liability Insurance policy with a \$1,000,000 combined single limit for each occurrence to include the following coverage: Operations, Products and Completed Operations, Personal Injury, Contractual Liability covering this contract, "X-C-U" hazards, and Errors & Omissions.

Auto Liability Insurance which includes coverage for all owned, non-owned and rented vehicles with a \$1,000,000 combined single limit for each occurrence.

Workers' Compensation and Employers Liability Insurance Workers Compensation insurance providing statutory benefits as required in the State of Florida. The Contractor shall require any subcontractor to provide evidence of this coverage. Additionally, if the contract requires working on or around a navigable waterway, the Contractor and all subcontractors shall provide evidence of United States Longshoremen's and Harbor Workers (USL&H) coverage and contingent coverage of Jones Act (Marine Employers Liability) in compliance with Federal statutes or proof of exemption. The Contractor shall be responsible for compliance with these requirements by each subcontractor or supplier when applicable.

In the event that the contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the Contractor shall also be protected by a Professional Liability Insurance Policy in the amount of \$1,000,000 per claim.

In the event the contract involves services related to construction projects, the Contractor shall also procure and maintain a Builders Risk Insurance Policy or Installation Floater with loss limits equal to the value of the construction project.

In addition to the above, Specialty Insurance policies covering specific risks of loss (including but not limited to, for example; Longshore coverage, Crane and Rigging, Inland Marine, etc.) may be required by Brevard County Insurance and Risk Management. Any additional specialty insurance coverage requirement will be dictated by the specific goods, products or services provided under the subject contract and insurance underwriting standards, practices, procedures or products available in the commercial insurance market at the time of the contract inception. The Contractor is required to procure and maintain all such specialty coverage in accordance with prudent business practices within the Contractors industry.

The Contractor shall have five (5) days to provide certificates of insurance to the County demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this contract. **The certificate(s) of insurance (COI) shall indicate that the policies have been endorsed to cover the County as an additional insured (a waiver of subrogation in lieu of additional insured status on the workers compensation policy is acceptable)** and that these policies may not be canceled or modified without thirty (30) days prior written notice to the County.

The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of the Contractor under the terms of the contract. Subcontractor's insurance shall be the responsibility of the Contractor.

Physical Examinations-Fire Rescue
RFP# 7-19-07
March 25, 2019
Addendum 1

TO ALL PROSPECTIVE CONTRACTORS

This is an Addendum to and shall be considered as part of the original Proposal package for the above-mentioned Proposal. Contractors are requested to acknowledge receipt of this Addendum with their Proposal.

CLARIFICATION TO QUESTIONS ASKED RECEIVED:

1. (page 12, section A,B) A) In each assessment section, are **all** of the tests listed always completed by the contractor, for each firefighter? If not, do they just recommend the ultrasounds, if the employee is considered to be high risk? If yes, does the contractor have to be able to perform them in the clinic, or can we refer them out for these services?

Response: Yes, all of the tests need to be completed by the contractor for each firefighter in each section. All test need to be done as listed in one location. The contractor has to be able to perform all test in the clinic as personnel are on duty and are not able to go from one place to another.

2. Tuberculosis screening: Is TB screening, through blood for all employees, or those that come back with a positive reaction to the skin test?

Response: TB Blood is for those employees who have given a false positive in the past.

3. (page 13, section I) Fitness Program – Do we need to offer a fitness program in the clinics or have recommendations for them, should it be indicated as needed from the exam?

Response: Indicated as needed from the exam.

4. (page 13, section 2) Stress Test Treadmill – Is this one of our providers going to the Brevard County facility you mentioned that holds the treadmill? If so, is part of this us bringing the electrocardiogram machine to use for the test.

Response: BCFR can provide the treadmill if the contractor does not have one. But the contractor will need to provide the electrocardiogram machine and it needs to be done in same location as other testing.

5. (page 14, section 7) Mobile Testing – Is this a requirement to submit for the bid? If so, what services need to be mobile?

Response: All testing is done in one location. If contractor chooses to use our facilities they need to bring all required devices to accomplish all tests (except treadmill). If contractor uses three facilities in County as outlined in the RFP the parking areas MUST be large enough to accommodate the entrance, egress and parking for a fire engine, Ladder truck and Rescue unit at the same time.

6. We do have locations all over Brevard, which allows for greater accessibility. Would this be sufficient?

Response: Mobile testing is not a requirement to submit unless the contractor does not have locations in north Brevard, south Brevard, and central Brevard. All testing MUST be done in the single visit, and parking lot requirements must be met per the RFP.

Please note that the proposal opening date and time remains April 4, 2019 @ 3:00 pm.

All other terms and conditions remain unchanged.

Sincerely,



Jonathan Mclester,
Purchasing Services Supervisor

END OF ADDENDUM NO. 1

**Physical Examinations-Fire Rescue
RFP# 7-19-07
March 28, 2019
Addendum 2**

TO ALL PROSPECTIVE CONTRACTORS

This is an Addendum to and shall be considered as part of the original Proposal package for the above-mentioned Proposal. Contractors are requested to acknowledge receipt of this Addendum with their Proposal.

CLARIFICATION TO QUESTIONS ASKED RECEIVED:

The Selection Committee Members for Physical Examinations-Fire Rescue RFP 7-19-07 are as follows:

Michael Zocchi, Assistant Chief of Professional Development
Jackson Lively, District Chief of Training, Brevard County Fire Rescue
Cindy Paulin, Special Project Coordinator II, Brevard County Fire Rescue
Michael Bramson, IAFF President
Michael Watson, Safety & Health Officer, Brevard County Human Resources

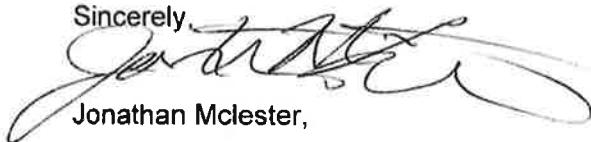
1. Do you currently have a vendor that performs these for you? If so, are you happy with your current vendor?

Response: We currently have a contractor that performs these services for us. The RFP is being issued due to the expiration of current contract and not due to Contractor performance.

Please note that the proposal opening date and time remains April 4, 2019 @ 3:00 pm.

All other terms and conditions remain unchanged.

Sincerely,



Jonathan Mclester,
Purchasing Services Supervisor

END OF ADDENDUM NO. 2

Physical Examinations-Fire Rescue
RFP#-7-19-07
April 2, 2019
Addendum 3

TO ALL PROSPECTIVE CONTRACTORS

This is an Addendum to and shall be considered as part of the original Proposal package for the above-mentioned Proposal. Contractors are requested to acknowledge receipt of this Addendum with their Proposal.

CLARIFICATION:

On the Confirmation of E-Verify Participation Form # 2. states "Acceptable evidence shall include, but not be limited to, a copy of the fully executed E-Verify Memorandum of Understanding for the business and/or a signed copy of this Participation Form." The sentence should read "Acceptable evidence shall include, but not be limited to, a copy of the fully executed E-Verify Memorandum of Understanding for the business and a signed copy of this Participation Form."

A Copy of the fully executed E-Verify Memorandum of Understanding (Department of Homeland Security web-site) for the business must be submitted with the proposal.

Please note that the proposal opening date and time remains April 4, 2019 @ 3:00pm.

All other terms and conditions remain unchanged.

Sincerely,



Steven A. Darling Jr.,
Purchasing Services and Contracts Manager

END OF ADDENDUM NO. 3

2019

RFP # P-7-19-07, Physical Examinations-Fire Rescue



RFP-P-7-19-07

Treasure Coast Medical Associates, Inc.

3/31/2019



LETTER OF INTRODUCTION AND EXECUTIVE SUMMARY

Treasure Coast Medical Associates, Inc. (TCMAi) proposes to provide medical assessment, immunizations, and data recordkeeping services for the approximate 600 medical physical exams per year, with their Mobile Screening Unit. TCMAi is experienced in the wide spectrum of medical services required by uniformed Fire Department professionals including, duties, work conditions, demands of the job, and preventative and emergency medical services common for fire fighters. TCMAi has in-depth knowledge of fire service specific medical assessments in accordance with the IAFF/IAFC Joint Labor Management Wellness Fitness Initiative, the Firefighter Life Safety Initiative, and the most current NFPA 1582 Standard on Comprehensive Occupational Medical Program for Fire Departments.

The Scope of Services proposed by TCMAi includes (but is not limited to):

- Physical Exam (NFPA 1582 Compliant)
 - Vision (Titmus) and Hearing Exams
 - Skin Cancer Assessment
 - Agility, Strength, Flexibility, and Endurance Assessments
- Cardio Pulmonary Assessment
 - Echocardiogram (Heart Ultrasound)
 - Resting EKG
 - Treadmill Stress Test using the Bruce Protocol with EKG
 - Carotid Arteries Ultrasound
 - Aortic Aneurysm Ultrasound
 - Pulmonary Function Test
- Cancer and Disease Assessment
 - Thyroid Ultrasound
 - Liver, Pancreas, Gall Bladder, Spleen, Kidney and Bladder Ultrasounds
 - Pelvic Ultrasound for Women (External, Ovaries and Uterus)
 - Testicular Ultrasound for Men
 - Prostate Ultrasound for Men
- Blood and Laboratory Tests
 - Hemocult Test
 - Urinalysis



RFP P-7-19-07 – Brevard County Physical Examinations – Fire Rescue

- Lipid Panel
- Diabetes Tests (H-A1C and Glucose)
- Complete Blood Count
- Comprehensive Metabolic Panel
- Thyroid Panel
- Testosterone Levels
- PSA for Men
- CA-125 for Women
- Fitness Program (NFPA 1582 Guidelines)
 - Fitness and Agility Evaluation
 - Body Composition Analysis
 - Stretching, Flexibility, and Endurance Analysis
 - Nutrition and Diet Recommendations
 - Personal Fitness Recommendations
- Medical Clearances
 - OSHA Respirator Medical Clearance
 - Firefighter Medical Clearance

TCMAi proposes to achieve appropriate and thorough medical evaluations with clinical staff board certified in occupational medicine, or internal medicine specializing in fields relevant to the fire service such as; occupational toxicology, industrial hygiene, epidemiology, infectious disease, pulmonary, cardiology, critical care, orthopedics, and/or emergency medicine. Staff will also be experienced in providing health care to fire service professionals.



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Aurora Rubio, the Regional Director of Clinical Administrations, will have primary responsibility for this contract.

J. Michael Adelberg, MD, FAEP

President, Treasure Coast Medical Associates, Inc.

3405 NW Federal Hwy, Jensen Beach, FL, 34957

Phone: (334)360-2366 / (561) 371-6525 / (772)692-8082

Fax: (772) 232-9383

kadelberg@tcmahealthcare.com - jma@TCMAhealthcare.com

www.TCMAhealthcare.com



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COMPANY QUALIFICATIONS

TCMAI OVERVIEW

TCMAi is a physician owned and managed organization, founded by Dr. J. Michael Adelberg, MD, FAEP – President, an actively practicing, Board-Certified Emergency Physician, licensed in the state of Florida (as well as many other states), with more than thirty years of Emergency Department experience. He currently holds several professional appointments including Associate Professor of Medicine for Florida State University, Project Medical Director for Okeechobee County Fire Rescue, and Medical Director for All County Ambulance Services. In addition to these appointments, Dr. Adelberg continues to act as Regional Medical Director of all TCMAi managed Employee Health, Wellness, Occupational Healthcare Clinics, and Mobile Screening Units.

Employing over 100 healthcare professionals of all levels, TCMAi's staff are local medical professionals with experience in Health, Wellness, Occupational Health & Safety, Family Medicine, Workers Comp, Urgent Care, and Emergency Care. TCMAi is organized and intentionally designed to facilitate clinical management oversight, on-site at our municipal partners' facilities, as well as mobile screening units. This allows quick response to any identified needs and / or modifications to procedures unique to both client and patient needs.

TCMAi employs specialists in Occupational Healthcare Clinics, Health & Wellness Clinics, Urgent Care Clinics, and Family Practice Clinics. These experts' partner with clients to develop and operate Occupational Healthcare Clinics, Mobile Screening Units, and Employee Health & Wellness Clinics for Municipalities, School Boards, Utilities, and Private Corporations. TCMAi also operates Urgent Care Clinics which provide standard health services and on-site health screenings. Additionally, TCMAi administers Health Risk Assessments compiling data for clients to develop wellness programs. These programs mitigate the risk of costly employee health issues. TCMAi has experience in developing physical screening requirements for and fire fighters and police officers (on or off site), a process that requires expertise in liaising with professional organizations and risk management personnel.



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Depending on our Client's needs, our Clinics or Mobile Screening Units are staffed with Medical Directors, Occupational Healthcare Physicians, Family Practice Physicians, Emergency Physicians, Advanced Register Nurse Practitioners, Physicians Assistants, Health & Wellness Coaches, and Supporting Staff. TCMAi never outsources medical providers.

This experience means TCMAi has performed tens of thousands of drug screenings, employment physicals, fire fighter physicals, and worker's comp cases.

TECHNICAL APPROACH

TCMAi's approach to implementing and operating the fire fighter physical examinations will center on consistent communication and accountability policy through strict adherence to the TCMAi policy (modified based on Brevard Requirements) consistent follow-up with all communications, quick corrective actions, and proper documentation of all actions taken. This transparent and accountable methodology will ensure compliance with Client requirements and no lapse in service.

PROJECT MANAGEMENT

Management of the Baseline Annual & Pre-Employment Medical Exams for Brevard County Fire Department employees will be managed by the Medical Director and supported by the On-Site Clinical Supervisor of the proposed Mobile Screening Unit. Responsibilities of each principle party will be outlined before the project commences and the implementation of an on-going Quality Assurance Program will be implemented to ensure the highest quality of service is rendered by TCMAi throughout the project. This program will be based on the goals, needs, and perceptions of the Client and its employees.



KEY PERSONNEL & STAFF

J. Michael Adelberg, MD, FAEP President/Owner of TCMAi:

Dr. Adelberg is a graduate of the University of Western Ontario, in London, Ontario, Canada. He completed his residency in Emergency Medicine at Medical College of Ohio, in 1987. Dr. Adelberg has been practicing medicine for over thirty years and licensed in nine states and the Province of Ontario, Canada. His certifications include: Emergency Medicine, Advanced Cardiac Life Support, Advanced Trauma Life Support, and Opiate Treatment Certification. Dr. Adelberg is an expert outside of the Emergency room as well, with years of experience in the management of Employee Clinics, Urgent Care facilities, and Mobile Screening Units.

Currently, Dr. Adelberg acts as subject matter expert on the establishment and operation of Employee Health, Wellness, and Occupational Health & Safety Healthcare Clinics, and Mobile Screening Units. He is the President of TCMAi and its affiliates, actively involved in all levels of their operation, including; Occupational Health & Safety Clinics which perform Worker's Compensation and Preventive Care, as well as Mobile Screening Units that specialize in Fire Fighter Physicals. He is an Airline Transport Pilot and operates the company aircraft in order to provide quick response to our client facilities.

TCMAI MOBILE UNIT

Below are pictures of TCMAi's Mobile Screening Unit that TCMAi recommends Brevard County's Fire Department use for the convenience of employees by allowing on-site Occupational Healthcare Services. The Mobile Screening Unit includes 2 exams rooms, a lab, ultrasound equipment, stress test equipment, and a DOT compliant restroom. We can use this Mobile Unit to do a broad spectrum of Occupational Healthcare Services.



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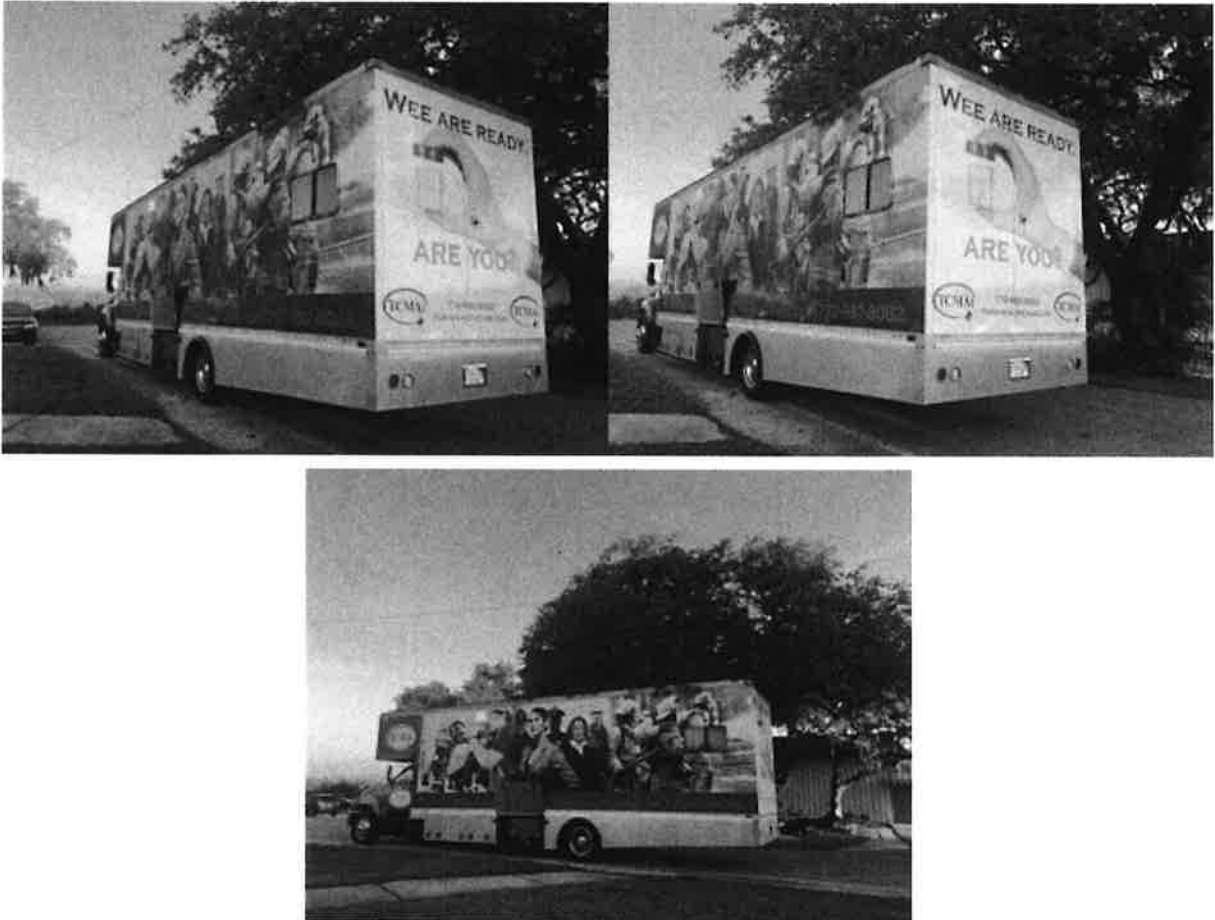


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SCOPE OF SERVICES

Annual National Fire Protection Association (NFPA) Firefighter Medical Examinations

We provide On-Site, Annual NFPA Compliant Firefighter Medical Examinations per the provisions of the 2013 edition of the NFPA 1582, Standard on Comprehensive Occupational Medical Program for Fire Departments.

Annual physical assessments should include:

- Physical Exam (NFPA 1582 Compliant)
 - Vision (Titmus) and Hearing Exams
 - Skin Cancer Assessment
 - Agility, Strength, Flexibility, and Endurance Assessments
- Cardio Pulmonary Assessment
 - Echocardiogram (Heart Ultrasound)
 - Resting EKG
 - Treadmill Stress Test using the Bruce Protocol with EKG
 - Carotid Arteries Ultrasound
 - Aortic Aneurysm Ultrasound
 - Pulmonary Function Test
- Cancer and Disease Assessment
 - Thyroid Ultrasound
 - Liver, Pancreas, Gall Bladder, Spleen, Kidney and Bladder Ultrasounds
 - Pelvic Ultrasound for Women (External, Ovaries and Uterus)
 - Testicular Ultrasound for Men
 - Prostate Ultrasound for Men
- Blood and Laboratory Tests
 - Hemocult Test
 - Urinalysis
 - Lipid Panel
 - Diabetes Tests (H-A1C and Glucose)
 - Complete Blood Count
 - Comprehensive Metabolic Panel



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- Thyroid Panel
- Testosterone Levels
- PSA for Men
- CA-125 for Women
- Fitness Program (NFPA 1582 Guidelines)
 - Fitness and Agility Evaluation
 - Body Composition Analysis
 - Stretching, Flexibility, and Endurance Analysis
 - Nutrition and Diet Recommendations
 - Personal Fitness Recommendation
- Medical Clearances
 - OSHA Respirator Medical Clearance
 - Firefighter Medical Clearance

TCMAi understands the various Fire Service Job Analyses, has remained current on medical literature pertaining to fire service-related issues, and conducts ongoing research related to firefighter's health, safety, and fitness.

TCMAi completed a Fire Service Job Analysis in 2017 for a client in compliance with IAFF/IAFC Joint Labor Management Wellness Fitness Initiative, the Firefighter Life Safety Initiative, and the most current NFPA 1582 Standard on Comprehensive Occupational Medical Program for Fire Departments and is current on all fire service health and safety standards related to screening.

Health risks facing Fire Fighters include:

- Cardio vascular - acute coronary events
- Cancer – from Chronic exposures to heat, smoke, and toxic flame retardants
- high incidence of musculoskeletal injuries
- Stress leading to depression, anxiety, acute stress reactions, post-traumatic stress, and suicidal ideation.



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- Lung disease due to exposure to carbon monoxide and other inhaled toxins, or irritants that may lead to acute respiratory issues such as hypoxemia or bronchoconstriction.
- Sleep disorders - including sleep apnea, insomnia, shift-work disorder, and restless leg syndromes.
- Exposure to HIV, hepatitis (A, B and C), TB and other infectious diseases.

TCMAi always builds relationships within the local medical community where services will be rendered. Upon request, TCMAi will render a list of preferred providers to which we recommend referring employees for additional, optional, or other services. TCMAi will work with the Client to create an appropriate list of providers considering Client preference, insurance plan, and other factors. In the case of possible life threatening abnormal cardiac findings will become automatic referrals as per specific instructions provided by Brevard County Fire Department.

ROLES

Medical Director:

TCMAi proposes J. Michael Adelberg MD, FAEP as Medical Director of the mobile clinic responsible for baseline annual & Pre-Employment medical exams. Dr. Adelberg has been practicing medicine for over thirty years. His certifications include: Emergency Medicine, Advanced Cardiac Life Support, Advanced Trauma Life Support, and Opiate Treatment Certification.

Dr. Adelberg has a thorough knowledge of job-related activities, physical demands of the occupation and stresses associated with firefighting including:

- In-depth knowledge regarding fire service specific medical assessments in accordance with the IAFF/IAFC Joint Labor Management Wellness Fitness Initiative, the Firefighter Life Safety Initiative, and NFPA 1582 Standards.



As the Project Medical Director for Okeechobee County Fire Rescue, and an experienced board-certified Emergency Physician with over 30 years as subject matter expert advising and conducting medical assessments for municipal and county fire services, Dr. Adelberg and his staff are uniquely qualified to administer occupational screenings to public employees.

Clinical Staff:

All other staff will have responsibilities outlined in their policies and procedures. Those will include ensuring they meet their job duties, conform to all relevant policies and procedures, ensure all patient issues are properly documented and reported to the Medical Director, and self-report any defective services that come to their attention. TCMAi does not outsource clinical staff.

AVAILABILITY AND MOBILE TESTING

AVAILABILITY

TCMAi is available to accommodate physical exams via the mobile unit as needed. We have years of experience conducting physical exams on-site at numerous fire department locations across different counties.

Annual National Fire Protection Association (NFPA) Firefighter Medical Examinations
We provide On-Site, Annual NFPA Compliant Firefighter Medical Examinations per the provisions of the 2013 edition of the NFPA 1582, Standard or Comprehensive Occupational Medical Program for Fire Departments.

TCMAi proposes J. Michael Adelberg MD, FAEP as Medical Director of the proposed clinic responsible for baseline annual & Pre-Employment medical exams. Dr. Adelberg, along with his highly trained medical staff, will be available to accommodate the Physical Examinations for Brevard County as requested.



TCMAI'S MOBILE UNIT

TCMAI's Mobile Unit includes 2 exams rooms, lab, ultrasound equipment, stress test equipment, and a DOT compliant restroom. We can use this Mobile Unit to do a broad spectrum of Occupational Healthcare Services including, but not limited to:

- Physical Exam (NFPA 1582 Compliant)
 - Vision (Titmus) and Hearing Exams
 - Skin Cancer Assessment
 - Agility, Strength, Flexibility, and Endurance Assessments
- Cardio Pulmonary Assessment
 - Echocardiogram (Heart Ultrasound)
 - Resting EKG
 - Treadmill Stress Test using the Bruce Protocol with EKG
 - Carotid Arteries Ultrasound
 - Aortic Aneurysm Ultrasound
 - Pulmonary Function Test
- Cancer and Disease Assessment
 - Thyroid Ultrasound
 - Liver, Pancreas, Gall Bladder, Spleen, Kidney and Bladder Ultrasounds
 - Pelvic Ultrasound for Women (External, Ovaries and Uterus)
 - Testicular Ultrasound for Men
 - Prostate Ultrasound for Men
- Blood and Laboratory Tests
 - Hemocult Test
 - Urinalysis
 - Lipid Panel
 - Diabetes Tests (H-A1C and Glucose)
 - Complete Blood Count
 - Comprehensive Metabolic Panel
 - Thyroid Panel
 - Testosterone Levels



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- PSA for Men
- CA-125 for Women
- Fitness Program (NFPA 1582 Guidelines)
 - Fitness and Agility Evaluation
 - Body Composition Analysis
 - Stretching, Flexibility, and Endurance Analysis
 - Nutrition and Diet Recommendations
 - Personal Fitness Recommendation
- Medical Clearances
 - OSHA Respirator Medical Clearance
 - Firefighter Medical Clearance

Mobile Unit Medical Equipment

TCMAi's mobile unit is equipped with:

- Audometer
- EKG Machine
- Spirometer
- Stress Test Machine with electrodes
- Treadmill
- Full Lab Capability (including test tubes and needles)
- Chain of Custody Drug Testing Capability



RFP P-7-19-07 – Brevard County Physical Examinations – Fire Rescue



Annual National Fire Protection Association (NFPA) Firefighter Medical Examinations

We provide On-Site, Annual NFPA Compliant Firefighter Medical Examinations per the provisions of the 2013 edition of the NFPA 1582, Standard on Comprehensive Occupational Medical Program for Fire Departments.



WE'RE MOBILE

This means we can cover multiple shifts and various sites around your municipality.

TCMAi LifeScan

WHAT CAN BE EXPECTED DURING AN EXAM

Physical Exam (NFPA 1582 Compliant)

- Vision (Titmus) and Hearing Exams
- Skin Cancer Assessment
- Agility, Strength, Flexibility, and Endurance Assessments

Cardio Pulmonary Assessment

- Echocardiogram (Heart Ultrasound)
- Resting EKG
- Treadmill Stress Test using the Bruce Protocol with EKG
- Carotid Arteries Ultrasound
- Aortic Aneurysm Ultrasound
- Pulmonary Function Test

Cancer and Disease Assessment

- Thyroid Ultrasound
- Liver, Pancreas, Gall Bladder, Spleen, Kidney and Bladder Ultrasounds
- Pelvic Ultrasound for Women (External, Ovaries and Uterus)
- Testicular Ultrasound for Men
- Prostate Ultrasound for Men

Blood and Laboratory Tests

- Hemocult Test
- Urinalysis
- Lipid Panel
- Diabetes Tests (H-A1C and Glucose)
- Complete Blood Count
- Comprehensive Metabolic Panel
- Thyroid Panel
- Testosterone Levels
- PSA for Men
- CA-125 for Women

Fitness Program (NFPA 1582 Guidelines)

- Fitness and Agility Evaluation
- Body Composition Analysis
- Stretching, Flexibility, and Endurance Analysis
- Nutrition and Diet Recommendations
- Personal Fitness Recommendations

Medical Clearances

- OSHA Respirator Medical Clearance
- Firefighter Medical Clearance

CONTACT US

Phone: 334-360-2366

Website: www.TCMAHealthcare.com

\$360.00

per Employee



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Mobile Medical Vehicle: ☒ Yes or ☐ No

Audiology Booth available: ☒ Yes or ☐ No

Portable Medical Equipment: ☒ Yes or ☐ No *please provide a list of type, machine(s), and description. Separate Medical Equipment List if applicable.*

Spirometer
Audometer
EKG
Treadmill

Brevard County Office Location (if applicable): ☒ North Area ☒ Central Area ☒ South Area

Addresses:

TCMAi will maintain a mobile unit. We will be available for whenever and wherever we are needed.

Hours of Operation (office): Available 7 days/week when scheduled in advance

☒ Monday ☒ Tuesday ☒ Wednesday ☒ Thursday ☒ Friday ☒ Saturday ☒ Sunday

PROMPT PAYMENT DISCOUNT

Brevard County shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statutes section 218.70. Contractors may offer cash discounts for prompt payment but they will not be considered in determination of award. If a contractor offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

* If Prompt Payment Discount is offered, please state discount and terms:

ADDENDUM ACKNOWLEDGMENT

Proposer acknowledges receipt of amendments by indicating amendment number and its date of issue.

Add. No. 1 Dated 03/25/2019 // Add. No. 2 Dated 03/28/2019

Attachment B



COST AND ADDITIONAL MEDICAL SERVICES

PHYSICAL EXAMINATIONS-FIRE RESCUE

PRICE SHEET

ITEM NO.	EST. ANNUAL USAGE	DESCRIPTION	UNIT PRICE	EXTENDED PRICE (Estimated Totals)
1.	600	Firefighter Physical Exam	\$ 360.00	\$216,000.00*
2.	170	Chest x-ray, 2 view w/ radiologist interpretation	\$ 50.00	\$ 8,500.00**
OPTIONAL SERVICES:				
3.	133	Hepatitis B Titers	\$5.00	\$ 665.00
4.	20	Hepatitis B Booster	\$63.00	\$ 1,260.00
5.	143	Hepatitis C screening	\$7.00	\$ 1,001.00
6.	100	Cholinesterase and Heavy Metal Testing- Blood	\$110.00	\$11,000
	100	Cholinesterase and Heavy Metal Testing- Urine	\$110.00	\$11,000
7.	25	Tuberculosis blood test-if positive skin test	\$80.00	\$ 2,000.00

*Overreads from the Ultrasound would be approximately \$40.00 – if Provider requests

**Chest X-Rays, to view with radiologist interpretation will be sent to Coastline Imaging.

***Heavy Metal Testing Includes: Lead, Arsenic, Mercury

****If patient needs to be referred to a specialist, the patient would then use their own insurance.



RFP P-7-19-07 PHYSICAL EXAMINATIONS-FIRE RESCUE

Add. No. 3 Dated 04/02/2019 // Add. No. _____ Dated _____

I hereby acknowledge that I have read, understand, and agree to all terms, conditions, insurance, scope of work, specifications and pricing for Proposal # 7-19-07 Physical Examinations-Fire Rescue.

CONTRACTOR NAME Jonathan Michael Adelberg

ADDRESS 3405 NW Federal Hwy, Jensen Beach, FL 34957

AUTHORIZED SIGNATURE 

PRINTED SIGNATURE Jonathan Michael Adelberg DATE 04/02/2019

TELEPHONE # (334)360-2366/(561)371-6525 FAX # (772)232-6409

EMAIL kadelberg@tcmahealthcare.com - jma@tcmahealthcare.com

REQUIRED PROPOSAL FORMS

CONTRACTOR NAME Treasure Coast Medical Associates, Inc

ADDRESS 3405 NW Federal Hwy

PRINTED

SIGNATURE Jonathan Michael Adelberg

AUTHORIZED SIGNATURE 

TELEPHONE # (561)371-6525

FAX# (772)232-6409

DATE 04/02/2019

EMAIL jma@tcmahealthcare.com

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

Exhibit B

CONFIRMATION OF E-VERIFY PARTICIPATION FORM

(This form is to be submitted along with a fully executed copy of the E-Verify Memorandum of Understanding for the business)

In accordance with BCC Policy 25 all Contractors that conduct business with Brevard County are required to be registered with and utilize the U.S. Department of Homeland Security's E-Verify System in accordance with the terms governing use of the system.

1. The County shall not enter into, or renew, a contract for goods or services with a Contractor that is not enrolled into E-Verify. Any Contractor providing goods or services to the County shall be contractually required to utilize E-Verify to confirm the employment eligibility of any employee hired during the term of the contract.
2. Contractors shall provide acceptable evidence of their enrollment at the time of the submission of the Contractor's proposal. Acceptable evidence shall include, but not be limited to, a copy of the fully executed E-Verify Memorandum of Understanding for the business and/or a signed copy of this Participation Form.
3. All Contractors must meet this requirement unless:
 - a. The contract is solely for goods-based procurement where no services are provided; or
 - b. Where the requirement is waived by the Board of County Commissioners.
4. A Contractor who registers with and participates in the E-Verify program may not be barred or penalized under BCC Policy 25(3)(V) if, as a result of receiving inaccurate verification information from the E-Verify program, the contractor hires or employs a person who is not eligible for employment.
5. Contractors shall expressly require any contractor or subcontractor performing work or providing services pursuant to the County contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
6. Nothing in BCC Policy 25(3)(V) may be construed to allow intentional discrimination of any class protected by law.

As the person authorized to sign the statement, I certify that this firm complies with the above requirements and the BCC-25. This form is in conjunction with Brevard County's General Conditions, Unauthorized Alien Workers.

Treasure Coast Medical Associates

Business Name



Authorized Representative's Signature

Jonathan Michael Adelberg

Name

RFP #P-7-19-07, Physical Examinations - Fire Rescue

Bid Number and Name

04/02/2019

Date

President/Owner

Position

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the Treasure Coast Medical Associates (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

Company ID Number: 972007

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
 5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
 6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
 8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

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- b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
- c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
- d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
- e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
 - i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
 - ii. The employee's work authorization has not expired, and
 - iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
 - i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
 - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
 - iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

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case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

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Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.



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Approved by:

Employer Treasure Coast Medical Associates	
Name (Please Type or Print) Aurora Gnad	Title
Signature Electronically Signed	Date 05/16/2016
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 05/17/2016

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Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Treasure Coast Medical Associates
Company Facility Address	3405 NW Federal Hwy Jensen Beach, FL 34957
Company Alternate Address	
County or Parish	MARTIN
Employer Identification Number	550844936
North American Industry Classification Systems Code	621
Parent Company	
Number of Employees	10 to 19
Number of Sites Verified for	1



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Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FLORIDA

1 site(s)



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Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Aurora Gnad
Phone Number (772) 678 - 8679
Fax Number
Email Address agnad@tcmahealthcare.com

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CONTRACTOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST

Exhibit C

Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Agreement is for more than \$1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

For Contracts of any amount, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts \$1,000,000 and greater, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

STATE OF FLORIDA

COUNTY OF Martin

BEFORE ME, the undersigned authority, personally appeared
Jonathan Michael Adelberg, who, being by me first duly sworn, made
the following statement:

1. The Business address of Treasure Coast Medical Associates, Inc. (name of bidder or contractor) is 3405 NW Federal Hwy, Jensen Beach, FL 34957.
2. My relationship to Treasure Coast Medical Associates, Inc. (name of bidder or contractor) is President/Owner (relationship such as sole proprietor, partner, president, vice president).
3. I understand that "Boycott of Israel" has the same meaning as defined in §215.4725, Florida Statutes, and means refusing to deal, terminating business

activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered by the State Board of Administration to be evidence that a company is participating in a boycott of Israel. The term does not include restrictive trade practices or boycotts fostered or imposed by foreign countries against Israel.

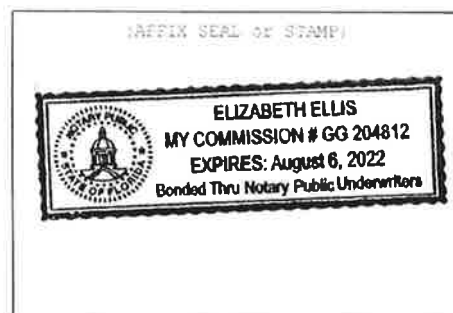
4. I understand that "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.
5. Treasure Coast Medical Associates, Inc (name of the bidder or contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
6. Treasure Coast Medical Associates, Inc (name of the bidder or contractor) is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes.
7. Treasure Coast Medical Associates, Inc (name of the bidder or contractor) is not engaged in business operations in Cuba or Syria.


Signature

Sworn to and subscribed before me in the state and county first mentioned above on the 2nd day of April, 2016.


Notary Public

My commission expires: Aug 6, 2022



PHYSICAL EXAMINATIONS-FIRE RESCUE
P-7-19-07
PROPOSER CHECKLIST

The items indicated are required for submission with your proposal. Failure to submit any items indicated as required may result in rejection of the proposal. Offers to provide required items after the date and time designated for the receipt of proposals will not be considered.

- ☒ One original and five copies of proposal, CD/DVD Copy
- ☒ Completed Reference Form
- ☒ Signed and notarized proposer acknowledgement
- ☐ Completed Compliance Form
- ☒ Fully executed copy of the E-Verify Memorandum of Understanding for the business (Contractor provided form fully executed from Department of Homeland Security)
- ☒ E-Verify Participation Form
- ☒ Contractor Affidavit Regarding Scrutinized Company List
- ☒ Copy of Sample Physical/Stress Test Form
- ☒ Copy of Florida Physician's Medical License
- ☒ Copy of Florida Medical Laboratory Certification
- ☒ Medical Equipment List (If Applicable)
- ☒ Required Format-
 - **Letter of Introduction**
 - **Table of Contents**: Organized in the order cited in the format contained herein
 - **Company Qualifications**: History and background of Proposer, expertise and experience with occupational medicine and services as described in the Scope of Services.
 - **Availability and Mobile Testing**: Able to provide adequate office hours and locations to accommodate requirements for physicals exams. Demonstrating the medical firm's ability to provide physical exams at an alternative site provided by Brevard County. Able to provide mobile testing in the form of a motorized custom medical vehicle or portable medical equipment..
 - **Cost and Additional Medical Services**: Proposer shall complete and submit with their proposal, PRICE SHEET RESPONSE FORM based on cost per physical examination as described in the Scope of Service. The Contractor's cost and ability to provide additional

medical and/or laboratory services available onsite at specified location(s) as described in the Scope of Services. include MEDICAL EQUIPMENT LIST (if applicable).

- **Required Forms:** Signed and notarized proposer acknowledgement, Reference Form, Compliance Form, Fully executed copy of the E-Verify Memorandum of Understanding for the business (Contractor provided form fully executed from Department of Homeland Security), E-Verify Participation Form, Contractor Affidavit Regarding Scrutinized Company List, Copy of Sample Physical/Stress Test Form, Copy of Florida Physician's Medical License, Copy of Florida Medical Laboratory Certification,

DRAFT CONTRACT
FIREFIGHTER PHYSICAL EXAMS
PROPOSAL #P-7-19-07
CONTRACT FOR SERVICES

Exhibit D

THIS CONTRACT is entered into this _____ day of _____ 2019 by and between the following Parties: the Board of County Commissioners of Brevard County, Florida, a political subdivision of the State of Florida (hereinafter the "COUNTY"), and **(CONTRACTOR)**, a business having its primary business location at 3405 NW Federal Hwy, Jensen Beach, FL 34957 (hereinafter the "Contractor").

RECITALS

WHEREAS, the COUNTY is desirous of obtaining the services of a knowledgeable and qualified individual or entity to perform physical examinations for Brevard County Fire Rescue staff, and

WHEREAS, such services shall mutually benefit the parties and the residents of Brevard County, Florida.

NOW THEREFORE, the Parties mutually agree as follows:

1. **SCOPE:** The CONTRACTOR shall furnish all labor, materials, equipment, machinery, tools, and apparatus to perform all work or services specified in Attachment A, Request for Proposal (RFP) #P-7-19-07 and any addenda to the Request for Proposal.
2. **TERM:** This Contract is effective on the date of execution, for a term of two (2) years. At the end of this term, the COUNTY has the option, within its sole discretion, of renewing this Contract for up to two (2) one-year extensions. Should the CONTRACTOR wish to renew the Contract, it should relay that information to the COUNTY in writing at least 60 days prior to the expiration of the 3-year term.
3. **PAYMENTS:** The COUNTY shall pay the CONTRACTOR for C o n t r a c t work or services as provided in Attachment B. The COUNTY reserves the right to deduct from any CONTRACTOR invoice an amount for defective or nonconforming work or for work not provided but invoiced. The COUNTY shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statutes Section 218.70 et seq.

4. **INDEMNIFICATION:** The CONTRACTOR shall indemnify and hold harmless the COUNTY and its agents and employees from and against all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from the performance of its work under this Contract, where such claim, damage, loss, or expense is caused, in whole or in part, by the act or omission of the CONTRACTOR, or anyone directly or indirectly employed by the CONTRACTOR, or anyone directly or indirectly employed by the CONTRACTOR, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a Party indemnified thereunder. In any and all claims against the COUNTY, or any of its agents or anyone directly or indirectly employed by the CONTRACTOR, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by a limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR, under workers' compensation acts, or other related policies of insurance. The parties acknowledge specific consideration has been exchanged for this provision.

5. **COMPLETE CONTRACT, MODIFICATIONS TO CONTRACT, ASSIGNMENTS:** This Contract expressly incorporates and includes Attachment A, Request for Proposal (RFP) #P-7-19-07; Attachment B; any addenda to the Request for Proposal; and any other attached exhibits, task assignments and schedules. This Contract constitutes the entire Contract between the COUNTY and the CONTRACTOR and supersedes all prior written or oral understandings. This Contract may only be amended, supplemented or canceled by a written instrument duly executed by all Parties. CONTRACTOR may not assign this Contract to another entity without the express written permission of the COUNTY.

6. **INSURANCE:** The CONTRACTOR, at its own expense, shall keep in force and at all times maintain during the term of this Contract:

- a. **Professional Liability Insurance:** Professional Liability Insurance issued by responsible insurance companies and in a form acceptable to the COUNTY, with combined single limits of not less than One Million Dollars.
- b. **General Liability Insurance:** General Liability Insurance issued by responsible insurance companies and in a form acceptable to the COUNTY, with combined single limits of not less than One Million Dollars (\$1,000,000) for Bodily Injury and Property Damage per occurrence.

- c. **Automobile Liability Insurance:** Automobile Liability coverage shall be in the minimum amount of One Million Dollars (\$1,000,000) combined single limits for Bodily Injury and Property Damage per accident.
- d. **Workers' Compensation Coverage:** Full and complete Workers' Compensation Coverage, as required by State of Florida law, shall be provided.
- e. **Insurance Certificates:** The CONTRACTOR shall provide the COUNTY with Certificate(s) of Insurance on all the policies of insurance and renewals in a form(s) acceptable to the COUNTY. The General Liability Insurance and Auto Liability Insurance policies shall provide that the COUNTY is an additional insured. The COUNTY shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action. All insurance policies shall be issued by responsible companies who are acceptable to the COUNTY and licensed and authorized under the laws of the State of Florida.

7. **GOVERNING LAW, VENUE, ATTORNEY'S FEES:** In the event of any legal action to enforce the terms of this Contract, each Party shall bear its own attorney's fees and costs. This Contract shall be governed, interpreted and construed according to the laws of the State of Florida. Venue shall be in a court of competent jurisdiction in and for Brevard County, Florida and any trial shall be non-jury.

8. **COMPLIANCE WITH STATUTES:** It is the CONTRACTOR'S responsibility to be aware of and comply with all federal, state and local laws, rules, regulations, licensing requirements or standards that govern or apply to CONTRACTOR's duties and obligation under this Contract. CONTRACTOR expressly acknowledges its obligation to maintain the security and confidentiality of individually identifiable health information and agrees that all its activities under this contract will comply with applicable state and federal privacy and confidentiality laws, to include the Health Insurance Portability and Accountability Act "HIPAA."

9. **ASSIGNMENTS:** Contractor shall not assign any portion of this Contract without the written permission of the COUNTY.

10. **TERMINATION:** If either Party fails or refuses to perform any of the Contract provisions Contract or otherwise fails to timely satisfy its provisions, either Party may notify the other Party in writing of the nonperformance and terminate the Contract or such part of the Contract as to which there has been delay or a failure to properly perform. The CONTRACTOR may cancel the Contract, for good cause, upon ninety (90) days prior written notice to the COUNTY. The

COUNTY retains the right to terminate the Contract, in part or in its entirety, with or without cause upon thirty (30) days prior written notice. Any work completed or services provided prior to the date of termination shall, at the option of the COUNTY, become the property of the COUNTY. The COUNTY is only responsible for payment for work completed prior to the effective date of termination.

11. **INDEPENDENT CONTRACTOR:** The CONTRACTOR shall perform the services under this Contract as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Contract shall be interpreted or construed to constitute the CONTRACTOR or any of its agents or employees to be the agent, employee or representative of the COUNTY.

12. **RIGHT TO AUDIT RECORDS:** The CONTRACTOR shall keep books, records, and accounts of all C o n t r a c t activities, in compliance with generally accepted accounting procedures, as adopted by the Department of Financial Services, as set forth in Rule 691-61.0012, Florida Administrative Code, as amended or superseded from time to time, or the Auditor General. Books, records, and accounts related to Contract performance shall be open to inspection during regular business hours by an authorized office representative and shall be retained by the CONTRACTOR for a period of three (3) years after Contract termination for accounting related records and for other public records, five (5) years after termination of this Contract, or for any longer periods of time as may be required by applicable retention schedules. All books, records, and accounts related to the performance of this Contract shall be subject to the applicable provisions of Chapter 119 and Section 401.30, Florida Statutes.

13. **INTELLECTUAL PROPERTY:** To the extent that a copyright attaches to Contract work produced, in whole or in part, for the benefit and use of the COUNTY under this Contract, the CONTRACTOR agrees it has given the COUNTY a royalty-free, world-wide, non-exclusive, irrevocable, unlimited license in the work, that may be sub-licensed or used in a derivative work as the COUNTY sees fit.

14. **PUBLIC RECORDS:** The CONTRACTOR understands Florida has very broad public records laws. The CONTRACTOR agrees to comply with any request for this public records or documents related to this Contract, in accordance with Section 119.07, Florida Statutes. Upon such a request, the COUNTY or CONTRACTOR, as the case may be, will promptly inform the other Party of the request and, upon request of the other Party, provide electronic copies of the responsive public records provided, at no additional cost to the COUNTY or CONTRACTOR, as the case may be. CONTRACTOR agrees and understands any written communications with

CONTRACTOR, to include emails, email addresses, a copy of this contract, and any supporting Contract documentation are subject to public disclosure upon request, unless otherwise exempt or confidential under Florida Statute.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT BREVARD COUNTY FIRE/RESCUE, MS. PAMELA BARRETT, PAMELA.BARRETT@BREVARDFL.GOV, 1040 FLORIDA AVE, ROCKLEDGE, FLORIDA 32955.

15. **UNAUTHORIZED ALIEN WORKERS:** COUNTY will not intentionally award a publicly-funded contract to any CONTRACTOR who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e)(Section 274A(e) of the Immigration and Nationality Act "INA"). The COUNTY shall consider a CONTRACTOR's intentional employment of unauthorized aliens as grounds for immediate termination of this Contract.

16. **FEDERAL TAX ID NUMBER:** The CONTRACTOR shall provide to the COUNTY their Federal Tax ID Number or, if the CONTRACTOR is a sole proprietor, a Social Security Number.

17. **EMPLOYMENT:** The CONTRACTOR shall not engage the services of any person or persons now employed by the COUNTY, including any department, agency, board or commission, to provide services relating to this contract without COUNTY's written consent.

18. **PUBLIC ENTITY CRIMES:** A person or affiliate who has been placed on the convicted CONTRACTOR list following a conviction for a public entity crime may not be awarded or perform work as a CONTRACTOR, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted CONTRACTOR list.

19. **CONSTRUCTION OF CONTRACT:** The parties acknowledge that they fully reviewed this Contract and its attachments, and had the opportunity to consult with legal counsel of their choice. This Contract shall not be construed against any Party as if they were the drafter of this Contract.

20. **CONTINUED MANAGEMENT BY THE NAMED PARTIES:** Continuation of the Contract is contingent on continued management by _____ . Noncompliance with this provision is grounds for the COUNTY to terminate the Contract for default. The COUNTY can only agree to substituted management by a written modification signed by both parties.

21. **NOTICE:** All Contract notices required or permitted, and any written consents or approvals required, shall be in writing and are in effect upon receipt. Notices shall be transmitted either by personal hand delivery; United States Postal Service (USPS), certified mail return receipt requested; or, overnight express mail delivery. E-mail and facsimile transmission may be used if the notice is also transmitted by one of the preceding forms of delivery. The addresses set forth below for the respective Parties shall be the places where notices shall be sent, unless prior written notice of change of address is given.

Fire Chief Mark Schollmeyer	(Authorizing Party Name)
Brevard County Fire Rescue	(Contractor Name)
1040 S Florida Ave	(Address)
Rockledge FL 32955	(City, State, Zip Code)

22. Employment Eligibility Verification (E-Verify):

- 22.1 CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CONTRACTOR during the term of the contract.
- 22.2 CONTRACTOR shall expressly require any subcontractors performing work or providing services pursuant to this Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Contract.
- 22.3 CONTRACTOR agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the COUNTY consistent with the terms of CONTRACTOR's enrollment in the program. This includes maintaining a copy of proof of CONTRACTOR's and any subcontractors' enrollment in the E-Verify Program.
- 22.4 Compliance with the terms of this section is made an express condition of this Contract and the COUNTY may treat a failure to comply as a material breach of this Contract.
- 22.5 A CONTRACTOR who registers with and participates in the E-Verify program may not be barred or penalized under this section if, as a result of receiving inaccurate verification

information from the E verify program, the CONTRACTOR hires or employs a person who is not eligible for employment.

22.6 Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

23. **SEVERABILITY.** If any provision of this Contract shall be held to be invalid, illegal or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The Parties shall use their best efforts to rehabilitate and replace the unenforceable provision or provisions of this Contract with lawful terms and conditions approximating the original intent of the Parties.

24. **COUNTERPARTS AND AUTHORITY:** This Contract may be executed in counterparts, all of which, taken together, shall constitute one and the same Contract. Each Party represents that the person signing on its behalf has been fully authorized by all required action to sign on behalf of and to bind that Party to the obligations in this Contract.

(Signature Page Follows)

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed and delivered by their duly authorized representatives.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS OF
BREVARD COUNTY, FLORIDA**

Scott Ellis, Clerk

By: _____
Kristine Isnardi, Chairman

Date: _____

As approved by Board on: _____

(CONTRACTOR)

WITNESS:

By: _____
Signature

Date: _____

Name & Title, Typed or Printed

AC#8681088

STATE OF FLORIDA
DEPARTMENT OF HEALTH
DIVISION OF MEDICAL QUALITY ASSURANCE

DATE	LICENSE NO.	CONTROL NO.
12/06/2018	ME 68270	639781

The **MEDICAL DOCTOR**
named below has met all requirements of
the laws and rules of the state of Florida.

Expiration Date: **JANUARY 31, 2021**

JONATHAN MICHAEL ADELBERG

3406 NW FEDERAL HWY

JENSEN BEACH, FL 34957

QUALIFICATION(S):
DISPENSING PRACTITIONER



Rick Scott
GOVERNOR



Celeste M. Philip, M.D., M.P.H.
Surgeon General and Secretary

DISPLAY IF REQUIRED BY LAW

STATE OF FLORIDA
DEPARTMENT OF HEALTH
DIVISION OF MEDICAL QUALITY ASSURANCE

AC# 8681088

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Expiration Date: **JANUARY 31, 2021**

JONATHAN MICHAEL ADELBERG

QUALIFICATION(S):
Dispensing Practitioner

LICENSE SIGNATURE

**CENTERS FOR MEDICARE & MEDICAID SERVICES
CLINICAL LABORATORY IMPROVEMENT AMENDMENTS
CERTIFICATE OF WAIVER**

LABORATORY NAME AND ADDRESS

TREASURE COAST MEDICAL ASSOCIATES INC
DBA STUART URGENT CARE
3405 NW FEDERAL HWY
JENSEN BEACH, FL 34957

CLIA ID NUMBER
10D1022009

EFFECTIVE DATE
02/04/2018

EXPIRATION DATE
02/03/2020

LABORATORY DIRECTOR
OLGA RUBIO ADMINISTRATOR

Pursuant to Section 353 of the Public Health Services Act (42 U.S.C. 263a) as revised by the Clinical Laboratory Improvement Amendments (CLIA), the above named laboratory located at the address shown hereon (and other approved locations) may accept human specimens for the purposes of performing laboratory examinations or procedures.

This certificate shall be valid until the expiration date above, but is subject to revocation, suspension, limitation, or other sanctions for violation of the Act or the regulations promulgated thereunder.



Karen W. Dyer
Karen W. Dyer, Director
Division of Laboratory Services
Survey and Certification Group
Center for Clinical Standards and Quality



MEDICAL CLEARANCE

Name: _____

To be completed by physician's office:

Date of Examination: _____

I have examined the above individual, reviewed his/her medical history, and make the following recommendations for his/her participation as a firefighter with Okeechobee County Department of Fire Rescue:

- ☐ Full Participation
- ☐ No Participation
- ☐ Limited Participation
- ☐ Additional Evaluation Required

If not full participation, please provide limitations: _____

Physician Signature

Date

Physician Name: Dr. J. Michael Adelberg

Address: 305 NE Park Street

City: Okeechobee State: Fl. ZIP Code: 34972

Telephone: 863-484-8154

TB SCREENING QUESTIONNAIRE

_____	_____	_____	____/____/____
Last name	First name	Middle name	Date of birth
_____		_____	_____
Address		City	State Zip
_____	_____	____/____/____	
Home phone	Cell or work phone	Today's date	

CIRCLE ANY OF THE BELOW SYMPTOMS YOU HAVE TODAY

Cough Coughing up blood Fever Weight loss Tiredness Night sweats

PLEASE ANSWER THESE QUESTIONS

Why do you need a TB test today?			
Have you ever had a positive TB skin test or TB blood test?	Yes	No	Don't Know
Have you had a severe reaction to a TB skin test?	Yes	No	Don't Know
Have you ever taken medication for tuberculosis?	Yes	No	Don't Know
What country were you born in?			
If you were <u>not</u> born in the U.S., when did you come here?			
Have you had the BCG vaccine?	Yes	No	Don't Know
Have you been in contact with someone who has TB disease?	Yes	No	Don't Know
Have you ever used injection drugs?	Yes	No	Don't Know
Do you have HIV/AIDS?	Yes	No	Don't Know
Do you have any diseases that could affect your immune system such as cancer, leukemia or other?	Yes	No	Don't Know
Do you have diabetes?	Yes	No	Don't Know
Do you have severe kidney disease?	Yes	No	Don't Know
Are you underweight or do you have a disease which affects how you absorb food and nutrients?	Yes	No	Don't Know
Have you had an intestinal bypass or gastrectomy?	Yes	No	Don't Know

continue on next page —→



Exercise Guidelines

What are the benefits of exercise? — Exercise has many benefits. It can:

- Burn calories, which helps people control their weight
- Help control blood sugar levels in people with diabetes
- Lower blood pressure, especially in people with high blood pressure
- Lower stress and help with depression
- Keep bones strong, so they don't get thin and break easily
- Lower the chance of dying from heart disease

What are the main types of exercise? — There are 3 main types of exercise. They are:

- **Aerobic exercise** — Aerobic exercise raises a person's heart rate. Examples of aerobic exercise are walking, running, or swimming.
- **Resistance training** — Resistance training helps make your muscles stronger. People can do this type of exercise using weights, exercise bands, or weight machines.
- **Stretching** — Stretching exercises help your muscles and joints move more easily.

It's important to have all 3 types of exercise in your exercise program. That way, your body, muscles, and joints can be as healthy as possible.

Should I talk to my doctor or nurse before I start exercising? — If you have not exercised before or have not exercised in a long time, talk with your doctor or nurse before you start a very active exercise program.

If you have heart disease or risk factors for heart disease (like high blood pressure or diabetes), your doctor or nurse might recommend that you have an exercise test before starting an exercise program.

When you start an exercise program, start slowly. For example, do the exercise at a slow pace or for a few minutes only. Over time, you can exercise faster and for longer periods of time.

What should I do when I exercise? — Each time you exercise, you should:

- **Warm up** — Warming up can help keep you from hurting your muscles when you exercise. To warm up, do a light aerobic exercise (such as walking slowly) or stretch for 5 to 10 minutes.

●**Work out** – During a workout, you can walk fast, swim, run, or use an exercise machine, for example. You should also stretch all of your joints, including your neck, shoulders, back, hips, and knees. At least 2 times a week, you can add resistance training exercises to your workout.

●**Cool down** – Cooling down helps keep you from feeling dizzy after you exercise and helps prevent muscle cramps. To cool down, you can stretch or do a light aerobic exercise for 5 minutes.

How often should I exercise? — Doctors recommend that people exercise at least 30 minutes a day, on 5 or more days of the week.

If you can't exercise for 30 minutes straight, try to exercise for 10 minutes at a time, 3 or 4 times a day.

When should I call my doctor or nurse? — If you have any of the following symptoms when you exercise, stop exercising and call your doctor or nurse right away:

- Pain or pressure in your chest, arms, throat, jaw, or back
- Nausea or vomiting
- Feeling like your heart is fluttering or racing very fast
- Feeling dizzy or faint

What if I don't have time to exercise? — Many people have very busy lives and might not think that they have time to exercise. But it's important to try to find time to exercise, even if you are tired or work a lot. Exercise can increase your energy level, which might even help you get more work done.

On days when you really can't find time to exercise, there are ways that you can be more active. For example, you can:

- Take the stairs instead of the elevator
- Park in a parking space that is farther away from the door
- Take a longer route when you walk from one place to another

Spending a lot of time sitting still – for example, watching television or working on the computer – can be bad for your health. Try to get up and move around whenever you can.

What else should I do when I exercise? — To exercise safely and avoid problems, be sure to:

- Drink fluids during and after exercising (but drinks should not have caffeine in them)
- Avoid exercising outside if it is too hot or cold
- Wear layers of clothes, so that you can take them off if you get too hot
- Wear shoes that fit well and support your feet

Monday: Upper Workout

Exercise	Sets	Reps
1a. <u>Dumbbell Bench Press</u>	4	8
1b. <u>Dumbbell Row</u>	4	8
2. <u>Overhead Press</u>	4	10*
3a. <u>Chin Up</u>	3	12 - 15
3b. <u>Dips</u>	3	12 - 15
4a. <u>Cable Curl</u>	2	10 - 12
4b. <u>Cable Pressdown</u>	2	10 - 12

**Perform a drop set on your final set.*

Cardio: Perform 30-45 Mins of low intensity steady state cardio of your choice.

Tuesday: Lower Workout

Exercise	Sets	Reps
1. <u>Squats</u>	5	20, 18, 15, 12, 10
2a. <u>Dumbbell Stiff Legged Deadlift</u>	4	8
2b. <u>Dumbbell Split Squat</u>	4	8 Each
3. <u>Leg Press</u>	3	15, 12, 10*
4a. <u>Leg Curl</u>	3	15
4b. <u>Leg Extension</u>	3	15

**Perform a drop set on your final set.*

Cardio: 15-20 Mins of HIIT of your choice. For ideas of HIIT workouts using exercise equipment [read this](#).

Wednesday: Active Recovery

Exercise

On this day, take the time you'd normally spend in the gym and use it to work on your mobility. If you're in the later weeks of this program and are in need of some extra calorie expenditure—perform some low intensity steady state cardio.

Thursday: Upper Workout

Exercise	Sets	Reps
1. <u>Bent Over Row</u>	4	6*
2. <u>Incline Bench Press</u>	4	6*
3a. <u>Seated Cable Row</u>	3	12 - 15
3b. <u>Push Ups</u>	3	12 - 15
4. <u>Lat Pull Down</u>	3	6, 8, 10
5a. <u>Lateral Raise</u>	3	10
5b. <u>Band Pull Apart</u>	3	10**

**Perform a drop set on your final set.*

***Perform sets using a very slow tempo.*

Cardio: Perform 30-45 Mins of low intensity steady state cardio of your choice.

Friday: Lower Workout

Exercise	Sets	Reps
1. <u>Trap Bar Deadlift</u>	4	12, 10, 8, 6
2. <u>Romanian Deadlift</u>	4	8 - 10
3. <u>Lateral Lunges</u>	3	15 - 20 Each
4a. <u>Narrow Leg Press</u>	3	12
4b. <u>Wide Leg Press</u>	3	12
5a. <u>Seated Calf Raise</u>	3	20
5b. <u>Jump Rope</u>	3	3 Mins

Cardio: 15 Mins of HIIT of your choice. For ideas of HIIT workouts using exercise equipment [read this](#).

Saturday: Core & Active Recovery

Exercise	Sets	Reps
On this day, take the time you'd normally spend in the gym and use it to work on your mobility. If you're in the later weeks of this program and are in need of some extra calorie expenditure—perform some low intensity steady state cardio.		
In addition, perform the following core workout as a circuit.		
<u>Ab Crunch</u>	3	20
<u>Bicycle Crunch</u>	3	20
<u>Leg Raise</u>	3	10
<u>Oblique Crunch</u>	3	15 Each
<u>Plank</u>	3	30 Secs

Sunday: Active Recovery

Exercise

On this day, take the time you'd normally spend in the gym and use it to work on your mobility. If you're in the later weeks of this program and are in need of some extra calorie expenditure—perform some low intensity steady state cardio.

CONSENT TO TESTING

Signature

Date _____

	TST #1	TST #2
Administration		
Name of person giving test		
Date and time administered		
Location (circle)	L forearm R forearm	L forearm R forearm
Tuberculin manufacturer		
Tuberculin exp. date and lot #		
Administrator signature		
Results (48-72 hours)		
Date and time read:		
Number of mm of induration: (<u>across</u> forearm)	_____ mm	_____ mm
Interpretation of reading (circle)	Positive" Negative	Positive" Negative
Reader's signature		

- | | |
|--|---|
| <p>≥ 5 mm is positive for:</p> <ul style="list-style-type: none"> • HIV infected • Recent contacts | <ul style="list-style-type: none"> • People with fibrotic changes on CXR • Patients with organ transplant and others on immunosuppressant drugs (including prolonged course of oral or intravenous corticosteroids or TNF alpha inhibitors) |
| <p>≥ 10 mm is positive for:</p> <ul style="list-style-type: none"> • Recent immigrants (≤5 yrs) from high TB burden countries • Injection drug users • Mycobacterial lab workers • People who live/work in high risk congregate settings (health care workers, long term care, correctional facilities) • Children younger than 4 years • Infants, children and adolescents exposed to adults in high risk categories | <ul style="list-style-type: none"> • People with:
Diabetes, severe kidney disease, silicosis, cancer of head or neck, hematologic or reticuloendothelial disease such as Hodgkin's disease or leukemia, intestinal bypass or gastrectomy, chronic malabsorption syndromes, low body weight |



Informed Consent for Cardiac Stress Test

Exercise stress testing involves measuring the performance of your heart while you undergo exercise of gradually increasing intensity on a treadmill. In most cases the test is performed to assist your doctor to assess the presence, severity or absence of coronary artery disease, ie: narrowing or blockages in the blood vessels supplying the heart muscle. The test may also be used to evaluate a person's capacity to undertake physical activities.

Testing consists of walking on a treadmill. The speed and gradient of the treadmill will be increased every three minutes. The test is usually stopped if and when you develop symptoms such as fatigue, breathlessness, tired legs, chest pain or achieve target heart rate. A medical provider will be at your side throughout the test and your pulse, blood pressure and ECG will be monitored. If there is any change in any of these observations which concerns the provider he or she may stop the test immediately. If at any time during the test you feel unwell in any way, tell the provider.

Clinical exercise stress testing may be performed in patients with known or suspected coronary artery disease. While every effort will be made to minimize the risks of the procedure, there is a small risk of complications of which you should be aware. Emergency equipment and trained personnel are available to deal with any complications which may arise.

Serious potential complications include the possibility of a disturbance of heart rhythm requiring resuscitation, the development of heart failure or prolonged angina, or the development of a heart attack. The risk of one of these developing is approximately 2 or 3 in 10,000. There is also a very small risk of death occurring as a result of an exercise test. The chance of this is approximately 1 in 10,000.

I have read this form and have had the opportunity to ask questions. I understand what the stress test involves and have been made aware of the risks involved.

I consent to participate in this stress test.

Patient Name

Witness Name

Patient Signature

Witness Signature

Date

Date



Stress Test Questionnaire

Name: _____ DOB: _____ Date: _____

Reason for Exam: _____ Annual Exam _____ Exercise Prescription _____ Other: _____

Please answer the following: Do you have (Please circle - If yes, please describe):

Yes No High blood pressure? _____
Yes No High cholesterol? _____
Yes No Diabetes? _____
Yes No Lung or respiratory disease? (Asthma or COPD)? _____
If yes, do you use inhalers? _____
Yes No Congestive Heart Failure? _____
Yes No History of tobacco use? If yes, _____ # of packs per day? For _____ # of years.
Yes No Family history of heart disease? If yes, who and age of event? _____
Yes No History of kidney failure requiring dialysis? _____
Yes No Enlarged heart: _____

Have you ever had (Please circle - If yes, please describe and give the date of the event):

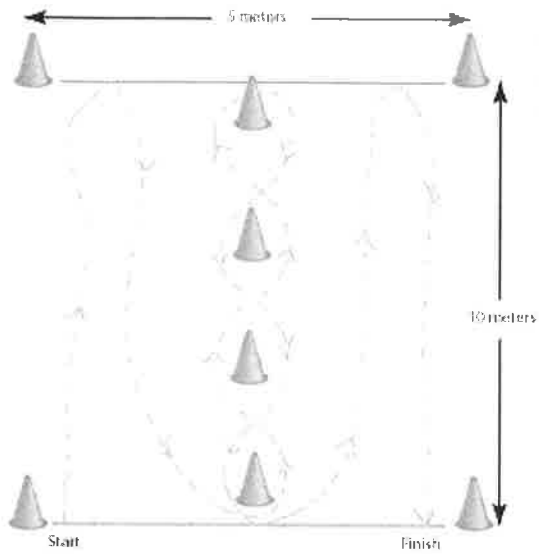
Yes No Heart Attack? _____
Yes No Heart surgery? Bypass? _____
Yes No Valve Replacement? _____
Yes No Stroke or TIA? _____
Yes No Pacemaker placement? _____
Yes No Cardiac catheterization / Stent placement? _____
Yes No Have you had a treadmill stress test before? _____
If yes, have you ever had an abnormal stress test or a stress echo? _____

Have you recently had any of the following symptoms?

Yes No Chest pain or pressure? _____
Yes No Shortness of breath? _____
Yes No Palpitations or irregular heartbeats? _____
Yes No Fainting or dizziness? _____
Yes No Heart Murmur? _____
Yes No Leg or calf pain when walking? _____

Females Only: Is there any chance that you are currently pregnant or breast feeding? Yes / No

Agility



Rating

Males (seconds)

Females (seconds)

Excellent	< 15.2	< 17.0
Above Average	15.2 – 16.1	17.0 – 17.9
Average	16.2 – 18.1	18.0 – 21.7
Below Average	18.2 – 19.3	21.8 – 23.0
Poor	> 19.3	> 23.0

Agility/ Muscular Strength/Endurance/Flexibility

Patient name _____

DOB _____

Date of Physical _____

Agility- 8 cone track/Speed	Pass or Fail
Pushups/How many	Pass or Fail
Squats hold for 30 seconds x 5	Pass or Fail
Plank/ 2 minutes	Pass or Fail
Stand and Reach w/ 25 lb. weights x 3	Pass or Fail
Jump knee tucks/ Minimum of 20	Pass or Fail
Jump Twist Squats/Minimum 20	Pass or Fail
Lift 50 lb. Vertical Lift from 0" to 36"	Pass or Fail
(Simulates lifting a ladder) 3 times	
Lift 90 lb. vertical Lift from 0" to 12"	Pass or Fail
(Simulates lifting a ladder) 3 times	
Lift and carry 90 lb. 10 feet/ 3 times	Pass or Fail
(Stimulates Carrying a ladder and walking)	
Lift and carry 90 lb. up and down 3 steps/ 3 times	Pass or Fail
(Stimulates carrying a ladder and up and down steps)	
Sit and Reach (Flexibility)	Pass or fail
Single leg stance 30 seconds each leg x 2	Pass or fail

EXAMPLE REPORT

Significant Early Detection Findings

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HEART & ARTERIAL DISEASE

Left Ventricular Hypertrophy	4
Heart Leak (Follow Up Needed)	1
Mitral Valve Prolapse	3
Carotid Artery Blockages (Severe)	0
Enlarged Left Atrium	1
Right Ventricle Calcification (Follow Up Needed)	1
Abnormal Resting EKG (Follow Up Needed)	19
Abnormal Stress Test (Follow Up Needed)	13
Hypertension	40

AORTA

Aortic Calcification	3
Moderate Aortic Insufficiency (Follow Up Needed)	1
Aorta (Aneurysm)- Currently Being Monitored	0
Aorta (Aneurysm)- Repaired	0
Aortic Root (Dilated >4 cm)- Currently Being Monitored	0

CANCER & ORGAN DISEASES

Pre-Diabetes	49
Diabetes (Uncontrolled)	9
Kidney Issues	24
Liver Issues	107
Gallbladder Polyps	8
Gall Stones	9
Enlarged Spleen	15
Pancreatic Issues	12
Ovarian Cyst (Follow Up Needed)	0
Uterine Abnormalities	3
Breast Issues	1

EXAMPLE REPORT

Significant Early Detection Findings

Page (2 of 2)

HEART & ARTERIAL DISEASE	
Left Ventricular Hypertrophy	5
Heart Leak (Follow Up Needed)	1
Carotid Artery Blockages (Severe)	0
Hypertension	21
AORTA	
Aorta (Aneurysm)- Currently Being Monitored	0
Aorta (Aneurysm)- Repaired	0
Aortic Root (Dilated >4 cm)- Currently Being Monitored	1
CANCER & ORGAN DISEASES	
Diabetes (Uncontrolled)	3
Kidney Issues	3
Liver Issues	28
Pancreatic Issues	0
Ovarian Cyst (Follow Up Needed)	1
Breast Issues	0
Prostate Enlargement	8
Thyroid Nodules (Follow Up Needed)	13
Thyroid Nodules (Monitor/ No Follow Up Needed)	17
Testicular Mass	1
PULMONARY/ RESPIRATORY	
Pulmonary Function Test (Less Than 70%)	14
OTHER SIGNIFICANT FINDINGS	
Obesity	15
High Cholesterol	23
Elevated PSA	4
Irregular Chest X-Ray	1
Abnormal TSH	9
TOTAL NUMBER OF SIGNIFICANT FINDINGS	168