

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: 8/17/2010       Consent       Regular  
     Ordinance       Public Hearing

Department

Submitted By: Risk Management

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I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to approve: a contract with Island Medical Care, LLC., (Dr. Earl Campazzi, M.D.) to provide twenty hours per week of on-site physician services for the County's occupational health clinic for the term September 1, 2010 through August 31, 2012 in an amount not-to-exceed \$270,400.

**Summary:** Dr. Campazzi (Island Medical Care, LLC) has served as the contracted physician for the County's occupational health clinic since August 7, 2006. His current contract expires August 31, 2010 and contains no options for renewal. Dr. Campazzi is a Palm Beach County based occupational health physician and a provider of physician services that are essential to the continued operation of the occupational health clinic and its efforts to control costs in the County's self-insured workers' compensation program. The Contract provides for twenty hours per week of on-site physician services for an amount not-to-exceed \$270,400, representing no increase over the expiring contracted rates, for the term of September 1, 2010 to August 31, 2012. Countywide (TKF)

**Background and Justification:** Since the inception of its on-site occupational health clinic, the County has contracted with various physicians to provide occupational medical services. Those services include pre-employment and periodic physical examinations, evaluation and treatment of work-related injuries or illnesses, and evaluation and interpretation of Occupational Safety and Health Administration (OSHA) screening tests. Dr. Campazzi has extensive experience in occupational medicine and public health. He is also certified in occupational medicine by the American Board of Preventive Medicine.

**Attachments:**  
1. Contract

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Recommended by: Nancy L. Bolton      7/26/10  
    Department Director      Date

Approved by: [Signature]      \_\_\_\_\_  
    Assistant County Administrator      Date

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

	<b>Fiscal Years</b>				
	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>
Capital Expenditures					
Operating Costs	\$11,267	\$135,200	\$123,933		
External Revenues					
Program Income (County)					
In Kind Match (County)					
 <b>NET FISCAL IMPACT</b>	 <b>\$11,267</b>	 <b>\$135,200</b>	 <b>\$123,933</b>		
 # ADDITIONAL FTE POSITIONS (Cumulative)	 <u>  0  </u>	 <u>  0  </u>	 <u>  0  </u>		

Is Item Included In Current Budget? Yes   X   No.         
 Budget Account No.: Fund  5011  Department   700   
 Unit  7245  Object  3103  Reporting Category       

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

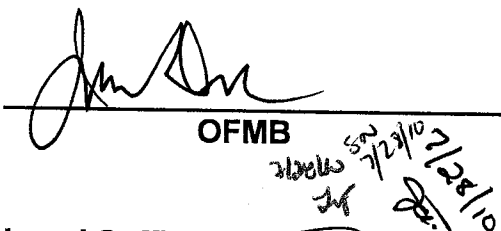
**Workers' Compensation Self-Insured Fund**

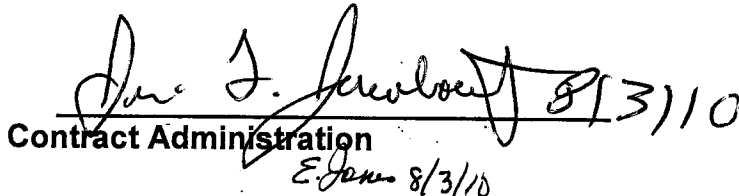
**C. Departmental Fiscal Review:**

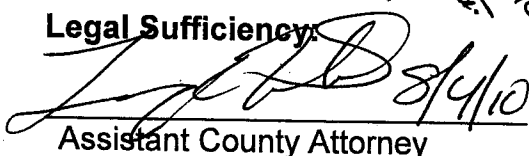
  
 Department Review

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Administration Comments:**

  
 OFMB  
 7/29/10  
 7/28/10

  
 Contract Administration  
 E. Jones 8/3/10

**B. Legal Sufficiency:**  
  
 Assistant County Attorney

This Contract complies with our contract review requirements.

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

## **CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES**

This Contract is made as of the 17 day of August, 2010, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and Island Medical Care LLC [ ] an individual, [ ] a partnership, [ X ] a corporation authorized to do business in the State of Florida, hereinafter referred to as the PHYSICIAN, whose Federal I.D. is 16-1760288.

In consideration of the mutual promises contained herein, the COUNTY and the PHYSICIAN agree as follows:

### **ARTICLE 1 - SERVICES**

The PHYSICIAN'S responsibility under this Contract is to provide professional/consultation services in the area of Occupational Health Medicine, as more specifically set forth in the Scope of Work detailed in Exhibit "A".

The COUNTY'S representative/liaison during the performance of this Contract shall be Annie Brewer, R.N., telephone no. (561) 233-5400.

The PHYSICIAN'S representative/liaison during the performance of this Contract shall be Island Medical Care LLC., telephone no. (561) 779-8600.

### **ARTICLE 2 - SCHEDULE**

The PHYSICIAN shall commence services on September 1<sup>st</sup>, 2010 and complete all services by August 31<sup>st</sup>, 2012.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A".

### **ARTICLE 3 - PAYMENTS TO CONSULTANT**

- A. The total amount to be paid by the COUNTY under this Contract for all services and materials including, if applicable, "out of pocket" expenses (specified in paragraph C below) shall not exceed a total contract amount of Two Hundred Seventy Thousand Four Hundred Dollars (\$270,400.00) The PHYSICIAN shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The PHYSICIAN will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items is permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
- B. Invoices received from the PHYSICIAN pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department

for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.

- C. "Out-of-pocket" expenses will be reimbursed up to an amount not to exceed Zero Dollars (\$ 0.00), and in accordance with the list of the types and amounts of expenditures eligible for reimbursement as set forth in Exhibit "B". All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the Palm Beach County Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Contract. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Contract will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.
- D. Final Invoice: In order for both parties herein to close their books and records, they will clearly state "final invoice" on the PHYSICIAN'S final/last billing to the COUNTY. This shall constitute PHYSICIAN'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the PHYSICIAN.

#### **ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE**

Signature of this Contract by the PHYSICIAN shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the PHYSICIAN'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The COUNTY shall exercise its rights under this Article 4 within three (3) years following final payment.

#### **ARTICLE 5 - TERMINATION**

This Contract may be terminated by the PHYSICIAN upon sixty (60) days' prior written notice to the COUNTY's representative in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the PHYSICIAN. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the PHYSICIAN. Unless the PHYSICIAN is in breach of this Contract, the PHYSICIAN shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the COUNTY the PHYSICIAN shall:

- A. Stop work on the date and to the extent specified.

- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.

#### **ARTICLE 6 - PERSONNEL**

The PHYSICIAN represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required hereinunder shall be performed by the PHYSICIAN or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the PHYSICIAN'S key personnel, as may be listed in Exhibit "A", must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY's representative before said change or substitution can become effective.

The PHYSICIAN warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the PHYSICIAN'S personnel (and all Subcontractors) while on County premises will comply with all COUNTY requirements governing conduct, safety and security.

#### **ARTICLE 7 - SUBCONTRACTING**

The COUNTY reserves the right to accept the use of a substitute physicians or to reject the selection of a particular substitute physician and to inspect all facilities of any substitute physicians in order to make a determination as to the capability of the substitute physician to perform properly under this Contract. If the PHYSICIAN uses any substitute physicians on this project the following provisions of this Article shall apply:

A substitute physician providing services under this contract shall maintain insurance as specified in ARTICLE 10 - INSURANCE and comply with all conditions of ARTICLE 22-AUTHORITY TO PRACTICE of this contract. The use of a substitute physician shall be in accordance with the provisions outlined in Exhibit "A"

If a substitute physician fails to perform as required by this Contract, and it is necessary to replace the substitute physician to complete the work in a timely fashion, the PHYSICIAN shall promptly do so, subject to acceptance of the new substitute physician by the Risk Management and the Manager of the Occupational Health Clinic.

The Palm Beach County Board of County Commissioners has established a minimum goal for SBE participation of 15% on all County solicitations.

The PHYSICIAN agrees to abide by all provisions of the Palm Beach County Code establishing the SBE Program, as amended, and understands that failure to comply with any of the requirements will be considered a breach of contract.

The PHYSICIAN understands that each SBE firm utilized on this Contract must be certified by Palm Beach County in order to be counted toward the SBE participation goal.

The PHYSICIAN shall provide the COUNTY with a copy of the PHYSICIAN'S contract with any SBE subcontractor or any other related documentation upon request.

The PHYSICIAN understands the requirements to comply with the tasks and proportionate dollar amounts throughout the term of this Contract as it relates to the use of SBE firms.

The PHYSICIAN will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitutions must be done with another certified SBE in order to maintain the SBE percentages established in this Contract. Requests for substitutions of SBE's must be submitted to the COUNTY's representative and to the Office of Small Business Assistance.

The PHYSICIAN shall be required to submit to the COUNTY Schedule 1 (Participation of SBE-M/WBE Contractors) and Schedule 2 (Letter of Intent) to further indicate the specific participation anticipated, where applicable.

The PHYSICIAN agrees to maintain all relevant records and information necessary to document compliance pursuant to Palm Beach County Code, Chapter 2, Article III, Sections 2-71 through 2-80.13 and any revisions thereto, and will allow the COUNTY to inspect such records.

#### **ARTICLE 8 - FEDERAL AND STATE TAX**

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the PHYSICIAN. The PHYSICIAN shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the PHYSICIAN authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The PHYSICIAN shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this contract.

#### **ARTICLE 9 - AVAILABILITY OF FUNDS**

The COUNTY'S performance and obligation to pay under this contract for subsequent fiscal year's is contingent upon annual appropriations for its purpose by the Board of County Commissioners.

#### **ARTICLE 10 - INSURANCE**

- A. PHYSICIAN shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. PHYSICIAN shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by PHYSICIAN are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by physician under the contract.
- B. **Commercial General Liability** CONSULTANT shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. PHYSICIAN shall provide this coverage on a primary basis.
- C. **Business Automobile Liability** PHYSICIAN shall maintain Business Automobile Liability at a limit of liability not less than **\$500,000** Each Accident for all owned, non-owned and hired automobiles. In the event PHYSICIAN doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing PHYSICIAN to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. PHYSICIAN shall provide this coverage on a primary basis.
- D. **Worker's Compensation Insurance & Employers Liability** PHYSICIAN shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. PHYSICIAN shall provide this coverage on a primary basis.

**Professional Liability** PHYSICIAN shall maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than **\$1,000,000** Each Claim. When a self-insured retention (SIR) or deductible exceeds **\$10,000**, COUNTY reserves the right, but not the obligation, to review and request a copy of PHYSICIAN'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, PHYSICIAN shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims - made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, PHYSICIAN shall purchase a SERP with a minimum reporting period not less than 3 years. PHYSICIAN shall provide this coverage on a primary basis.

- E. **Additional Insured** PHYSICIAN shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read

"Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." PHYSICIAN shall provide the Additional Insured endorsements coverage on a primary basis.

- F. **Waiver of Subrogation** PHYSICIAN hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then PHYSICIAN shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should PHYSICIAN enter into such an agreement on a pre-loss basis.

- G. **Certificate(s) of Insurance** Prior to execution of this Contract, PHYSICIAN shall deliver to the COUNTY'S representative as identified in Article 26, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to

Palm Beach County  
c/o Nancy L. Bolton, Risk Management Director  
160 Australian Avenue, Suite 401  
West Palm Beach, Florida 33406

- H. **Umbrella or Excess Liability** If necessary, CONSULTANT may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an



"Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

- I. **Right to Review** COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

#### **ARTICLE 11 - INDEMNIFICATION**

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

#### **ARTICLE 12 - SUCCESSORS AND ASSIGNS**

The COUNTY and the PHYSICIAN each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the PHYSICIAN shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the PHYSICIAN.

#### **ARTICLE 13 - REMEDIES**

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

thereof.

**ARTICLE 14 - CONFLICT OF INTEREST**

The PHYSICIAN represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes . The PHYSICIAN further represents that no person having any such conflict of interest shall be employed for said performance of services.

The PHYSICIAN shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the PHYSICIAN'S judgement or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the PHYSICIAN may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the PHYSICIAN. The COUNTY agrees to notify the PHYSICIAN of its opinion by certified mail within thirty (30) days of receipt of notification by the PHYSICIAN. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the PHYSICIAN, the COUNTY shall so state in the notification and the PHYSICIAN shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the PHYSICIAN under the terms of this Contract.

**ARTICLE 15 - EXCUSABLE DELAYS**

The PHYSICIAN shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the PHYSICIAN or its substitute physician and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Upon the PHYSICIAN'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the PHYSICIAN'S failure to perform was without it or its substitute physicians fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

**ARTICLE 16 - ARREARS**

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

**ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The PHYSICIAN shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the PHYSICIAN and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

**ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP**

The PHYSICIAN is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the PHYSICIAN'S sole direction, supervision, and control. The PHYSICIAN shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the PHYSICIAN'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The PHYSICIAN does not have the power or authority to bind the COUNTY

in any promise, agreement or representation.

**ARTICLE 19 - CONTINGENT FEES**

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

**ARTICLE 20 - ACCESS AND AUDITS**

The PHYSICIAN shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the PHYSICIAN'S place of business.

**ARTICLE 21 - NONDISCRIMINATION**

The PHYSICIAN warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

**ARTICLE 22 - AUTHORITY TO PRACTICE**

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

**ARTICLE 23 - SEVERABILITY**

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected,

and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

**ARTICLE 24- PUBLIC ENTITY CRIMES**

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

**ARTICLE 25 - MODIFICATIONS OF WORK**

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the PHYSICIAN of the COUNTY'S notification of a contemplated change, the PHYSICIAN shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the PHYSICIAN'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the PHYSICIAN shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate a Contract Amendment and the PHYSICIAN shall not commence work on any such change until such written amendment is signed by the PHYSICIAN and approved and executed on behalf of Palm Beach County.

**ARTICLE 26 - NOTICE**

All notices required in this Contract shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Nancy L. Bolton, Risk Management Director  
100 Australian Avenue, Suite 200  
West Palm Beach, Florida 33406

With copy to:

Palm Beach County Attorney's Office

301 North Olive Ave.  
West Palm Beach, Florida 33401

If sent to the PHYSICIAN, notices shall be addressed to:

Island Medical Care, LLC  
C/O Dr. Earl Campazzi  
131 Costello Road  
West Palm Beach, FL 33405

**ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The COUNTY and the PHYSICIAN agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25- Modifications of Work.

**ARTICLE 28 - CRIMINAL HISTORY RECORDS CHECK**

The PHYSICIAN shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if PHYSICIAN'S employees or subcontractors are required under this contract to enter a "critical facility" as identified in Resolution R-2003-1274. The PHYSICIAN acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, the PHYSICIAN shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

**ARTICLE 29 - REGULATIONS; LICENSING REQUIREMENTS:**

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

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and PHYSICIAN has hereunto set its hand the day and year above written.

ATTEST:  
SHARON R. BOCK  
CLERK AND COMPTROLLER

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS:

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Chairperson

WITNESS: Dani Bonvento  
Signature

Dani Bonvento  
Name (type or print)

Harriet Tashman  
Signature

HARRIET TASHMAN  
Name (type or print)

PHYSICIAN: Island Medical Care LLC

Company Name  
Earl J. Campazzi Jr, M.D  
Signature

EARL J. CAMPAZZI, JR., M.D.  
Typed Name  
President  
Title

(corp. seal)

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By \_\_\_\_\_  
County Attorney

APPROVED AS TO TERMS  
AND CONDITIONS

By Nancy L. Belm  
Risk Management

EXHIBIT "A"

SCOPE OF WORK

The PHYSICIAN agrees to perform the following duties:

In cooperation with the Director of Risk Management and the Manager of the Occupational Health Clinic, the PHYSICIAN will plan and conduct occupational health services for Palm Beach County employees including employees of Palm Tran, Inc. (a County owned corporation).

The PHYSICIAN will perform pre-placement physical examinations, annual and periodic physical examinations for employees, examine work connected injuries for employees covered under the County's Self-Insured Workers Compensation Program, and treat such employees on an as needed basis within the allocated contract time.

The PHYSICIAN shall provide two eight (8) hour days and one four (4) hour day each week. In the event the PHYSICIAN is unable to perform services on dates mutually agreed upon, he/she agrees to perform additional coverage on subsequent dates.

PHYSICIAN agrees to provide such services at the County's Occupational Health Clinic, currently located at 160 Australian Avenue, West Palm Beach, or such other location(s) as the parties may agree upon from time to time. County shall be responsible for all non-physician staff at the clinic and furnishing all necessary furniture, equipment and supplies.

Additionally, in periods of prolonged absences, the PHYSICIAN shall make arrangements (at the PHYSICIAN'S expense) for a substitute physician satisfactory to the Director of Risk Management or the Manager of the Occupational Health Clinic.



EXHIBIT "B"

SCHEDULE OF PAYMENTS

The Scope of Work to be completed by PHYSICIAN as defined in Exhibit "A" consists of specific completion phases which shall be clearly identified on a phase-by-phase basis upon submission to the COUNTY of certain "deliverables"\* as expressly indicated below. Compensation for the work tasks stated herein shall be in accordance with the following Schedule of Payments:

September 1<sup>st</sup> 2010 Through August 31<sup>st</sup> , 2012

<u>Dr. Earl Campazzi</u>	<u>80 Hours per month @</u>	<u>\$ 11,266.67</u>
<u>Contract total</u>		<u>\$ 270,400</u>
Out-of-Pocket Expenses		<u>\$ 0.00</u>

Earl J. Campazzi, Jr., M.D., M.B.A., M.P.H.  
131 Costello Road  
West Palm Beach, FL 33405  
(561) 779-8600  
ejcampazzimd@msn.com

**Professional Experience:**

- 2006 - Present    Island Medical Care - Palm Beach, Florida  
President and Medical Director
- 2006 - Present    Palm Beach County - Florida  
Occupational Health Clinic Medical Director, serving 10,000 employees
- 2005 - 2006       MountainView Occupational Medicine - Las Cruces, New Mexico  
Medical Director
- 2000 - 2004       Mayo Clinic - Rochester, Minnesota  
Senior Associate Consultant, Preventive and Occupational Medicine  
Chairman, Operations Research Committee, Preventive and Occupational Medicine  
Associate Consultant, Preventive and Occupational Medicine  
Instructor, Medical School
- 1999 - 2000       Private Practice - Southampton, New York
- 1996 - 1997       Roper Hospital System - North Charleston and Goose Creek, South Carolina  
Site Medical Director - Worksite Partners
- 1993 - 1995       CMC Occupational Health, Inc. - Baltimore, Maryland  
Occupational Medicine Attending Physician
- 1992 - 1993       The Johns Hopkins University School of Medicine - Baltimore, Maryland  
Consultant, Managed Care Planning

**Education:**

- 1999                Duke University School of Business - Durham, North Carolina  
Master of Business Administration (MBA), Health Services Management  
Concentration
- 1991                The Johns Hopkins University School of Hygiene and Public Health -  
Baltimore, Maryland  
Master of Public Health (MPH), Health Care Policy and Management
- 1989                The University of Pittsburgh School of Medicine - Pittsburgh, Pennsylvania  
Medical Doctorate (MD)
- 1986                The Johns Hopkins University School of Hygiene and Public Health -  
Baltimore, Maryland  
Master of Health Sciences (MHS), Immunology and Infectious Diseases

1984            The Johns Hopkins University - Baltimore, Maryland  
Bachelor of Arts (BA), Natural Science Area Major

***Postdoctoral Training***

6/92 - 5/93      The Johns Hopkins University School of Hygiene and Public Health -  
Baltimore, Maryland  
Chief Resident, General Preventive Medicine Residency Program

7/90 - 6/92      The Johns Hopkins University School of Hygiene and Public Health -  
Baltimore, Maryland  
Resident Physician, General Preventive Medicine Residency Program

7/89 - 6/90      The Mercy Hospital of Pittsburgh - Pittsburgh, Pennsylvania  
Resident Physician, Internal Medicine

**Certifications:**

***Active Medical Licenses***

1/89            Florida

***Medical Certifications***

1/99            Diplomate, The American Board of Preventive Medicine; Occupational  
Medicine

1/94            Diplomate, The American Board of Preventive Medicine; Public Health and  
General Preventive Medicine

2/03            Certified Physician Executive

11/95          Certified Independent Medical Examiner by the American Board of  
Independent Medical Examiners

7/95            Certified Medical Review Officer (MRO) by the Medical Review Officer  
Certification Council (re-certified 10/05)

10/09          Certified by the National Board of Public Health Examiners

4/94            Issued DEA Certificate to Prescribe Controlled Substances

**Honors and Offices:**

Affiliated Physician, Cleveland Clinic Florida, Weston, Florida

Member, Good Samaritan Medical Staff, West Palm Beach, Florida

President, Medical School Class (elected and re-elected)

Treasurer, Maryland College of Occupational and Environmental Medicine  
(elected)

Treasurer, The Johns Hopkins University School of Public Health Society of  
Alumni (elected)

Listed, 1996-2000: *Who's Who in America*

Lange First Year Medical Student Leadership Award

Listed, 1996-1997 Version of Faulkner and Grays *Managed Care 1500*

Council Member, The Johns Hopkins University Alumni Executive Committee  
(elected and re-elected)

**Memberships:**

The American College of Physician Executives

Palm Beach County Medical Society

**Publications:**

Available upon request

# ACORD - CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/24/2010

**PRODUCER**

THE PHYSICIANS ADVOCATE, LLC  
6301 NW 5<sup>TH</sup> WAY  
SUITE 2800  
PORT LAUDERDALE, FL 33309

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURED**

Island Medical Care, LLC  
340 Royal Poinclana Way, Suite 315  
Palm Beach, Fl 33480  
561-832-8300

**INSURERS AFFORDING COVERAGE**

NAIC #

INSURER A: MOUNT VERNON FIRE INSURANCE CO  
INSURER B:  
INSURER C:  
INSURER D:  
INSURER E:

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
<input type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GENT. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	BP 2006898C	07/24/2009	07/24/2010	EACH OCCURRENCE 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) 100,000 MED EXP (ANY ONE PERSON) 5,000 PERSONAL & ADV INJURY 1,000,000 GENERAL AGGREGATE 2,000,000 PRODUCTS - CONSUMP AGG 2,000,000
<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> MIXED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (EA ACCIDENT) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
<input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG
<input type="checkbox"/> EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE				EACH OCCURRENCE AGGREGATE
<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMPLOYEE EXCLUDED If yes, describe under SPECIAL PROVISIONS below				WC BY STATE LIMITS OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
<input type="checkbox"/> OTHER Commercial Property Business Personal Property Business Income & Extra Expense Equipment Breakdown	BP 2006898C	07/24/2009	07/24/2010	LIMITS: \$200,000 \$200,000 INCLUDED

By [Signature] APPROVED  
RISK MANAGEMENT DEPT.  
DATE 7/8/10

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
 ADDITIONAL INSURED: PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS  
 C/O NANCY L. BOLTON, RISK MANAGEMENT DIRECTOR  
 160 AUSTRALIAN AVENUE, SUITE 401, WEST PALM BEACH, FL 33406

**CERTIFICATE HOLDER**  
 PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS  
 C/O NANCY L. BOLTON, RISK MANAGEMENT DIRECTOR  
 160 AUSTRALIAN AVENUE, SUITE 401  
 WEST PALM BEACH, FL 33406

**CANCELLATION**  
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  
 AUTHORIZED REPRESENTATIVE [Signature]

 **Island Medical Care**  
Earl J. Campazzi, Jr., M.D.

June 24, 2010

To Whom It May Concern:

Island Medical Care, LLC has less than four employees which, make us exempt from having worker's compensation insurance. Currently, Island Medical Care does not carry worker's compensation insurance.

Sincerely,



Earl J. Campazzi, Jr., M.D.

By  **APPROVED**  
RISK MANAGEMENT DEPT.  
DATE 7/8/10

# PHYSICIANS INSURANCE COMPANY

Corporate Office • 3200 N.E. 14th Street • Pompano Beach, FL 33062 • 954-788-5453 • Fax 954-788-5473

PLEASE NOTE: This Policy is a CLAIMS-MADE Insurance POLICY. Coverage is limited to liability for CLAIMS arising during the POLICY PERIOD, and after the RETROACTIVE DATE if indicated below, and for which a CLAIM is first made against the NAMED INSURED while this POLICY is in force. Please read and review this POLICY carefully and discuss the coverage with your insurance agent or a member of the COMPANY'S Underwriting Department. The COMPANY'S Underwriting Department may be reached at the telephone number listed above, for inquiries and to obtain information about coverage and to provide assistance in resolving complaints.

## HEALTH CARE PROFESSIONAL LIABILITY INSURANCE POLICY NON-ASSESSABLE CLAIMS-MADE FORM

### DECLARATIONS

POLICY Number: 132763

New  Renew  Revision

1. NAMED INSURED: Earl J Campazzi, M. D

Address: 131 Costello Road  
West Palm Beach, FL 33405

2. POLICY PERIOD: From June 22, 2010 to June 22, 2011 12:01 A.M. Standard Time at the NAMED INSURED'S address as shown above.

3. RETROACTIVE DATE: May 15, 2006

4. Limits of Liability: 1,000,000 per CLAIM; 3,000,000 POLICY aggregate.

5. Rating Classification and Premium:

Specialty: Occupational Medicine - 13713

6. Endorsements

See Attached Schedules A

By [Signature] **APPROVED**  
RISK MANAGEMENT DEPT.

DATE 7/8/10

Agent Countersignature



[Signature]  
Authorized Representative



<b>AGENT INFORMATION:</b> Shelley & Associates Inc 420 S State Road 7 Ste 100 West Palm Beach, FL 33414-4304 (561) 968-7100 Fax: (561) 434-0198	<b>QUOTATION PREPARED FOR:</b> Julia Campazzi Earl Campazzi 131 Costello Rd West Palm Beach, FL 33405-4731 Home Phone: (561) 586-2899 Work Phone: (561) 386-1796
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**Policy Number:** PPDM 0023384841      **Amendment Eff. Date:** 06/25/2010  
**Policy Effective Date:** 03/03/2010      **Effective Date of Rate:** 02/05/2010      **Policy Term:** 6 months  
**Previous Policy Premium:** \$1,471.00  
**Estimated New Full Term Premium:** \$1,673.00      **Estimated Prorata Premium:** \$77.00

**Please Note:** The premium calculated through this process is an estimate only. The actual premium amount may be higher or lower based on final submission of your changes.

**DRIVER INFORMATION**

Driver Id	Name	D.O.B.	Sex	Marital Status	Relationship	License#
001	Julia Campazzi	02/14/1961	Female	Married	Applicant	C512433815540
002	Earl Campazzi	03/25/1962	Male	Married	Spouse	C512210621050

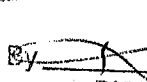
**VEHICLE INFORMATION**

Vehicle Id	Year/Make/Model	Type	Territory	Usage
001	1999 Benz E320 AWD	4 Door 100In	101	Pleasure
002	2010 Benz ML350	4 Door 100In	101	Work

**VEHICLE COVERAGE INFORMATION**

(\*) Coverages shown in thousands of dollars

Coverage	Limit	1998 Benz E320 AWD	2010 Benz ML350
Liability	250/500	254.24	301.03
Property damage	100	57.40	75.83
Uninsured Motorist	250/500	230.88	230.88
Personal Injury Protection	10,000	58.04	79.58
Workloss included	500 Ded/Named Insured and Resident Relatives		
Comprehensive	Varies Per Vehicle	48.71 500 Ded	51.73 500 Ded
Collision	Varies Per Vehicle	114.83 500 Ded	118.40 500 Ded
Loss of Use	Varies Per Vehicle	12.60 30/900	12.60 30/900

 **APPROVED**  
 RISK MANAGEMENT DEPT.  
 DATE 7/8/10

**Four 6 month premium for each vehicle is:**      776.70      870.05



Roadside Assistance (per policy)	Basic	\$10.00
Accident Forgiveness Feature (per policy)		Included

**FEES/SURCHARGES**

Florida Hurricane Catastrophe Fund Emergency Assessment	\$16.57
Florida Joint Underwriting Association Assessment	\$0.00

**DISCOUNTS**

Multi Car	Multi Policy Customer	Long-Term Customer	Air Bags	Anti Theft	Anti Lock Brakes
Accident Free	Financial Stability	New Vehicle	Safe Driver		

**SELECTED FEATURES**

Basic Roadside Assistance	Accident Forgiveness	Loss Of Use
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**NOTES:** This quote is not a binder of insurance and is subject to the terms and limitations of the issuing company. We also offer coverages for Boatowners Insurance, Personal Liability and other lines. Please consult with us to discuss your coverage needs. We will be glad to help. Monthly payment subject to change based on payment options.

By [Signature] **APPROVED**  
 RISK MANAGEMENT DEPT.  
 DATE 7/8/10