


Approved By: 
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

| Fiscal Years | 2015 | 2016 | 2017 | 2018 | 2019 |
|---|-------|--------|--------|--------|--------|
| Capital Expenditures | | | | | |
| Operating Costs | 9,000 | 12,000 | 12,000 | 12,000 | 12,000 |
| External Revenues | | | | | |
| Program Income (County) | | | | | |
| In-Kind Match (County) | | | | | |
| Net Fiscal Impact | | | | | |
| # ADDITIONAL FTE POSITIONS (Cumulative) | | | | | |

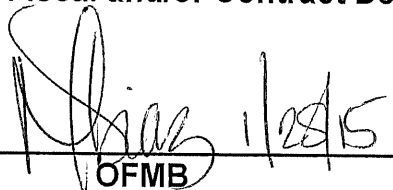
| | | | | | | | |
|-------------------------------------|---------------|------|------|-----|------|------|----------|
| Is Item Included In Current Budget? | Yes | X | No | | | | |
| Budget Account | Exp No.: Fund | 1300 | Dept | 440 | Unit | 4230 | Obj 3103 |
| | Rev No.: Fund | | Dept | | Unit | | Obj |

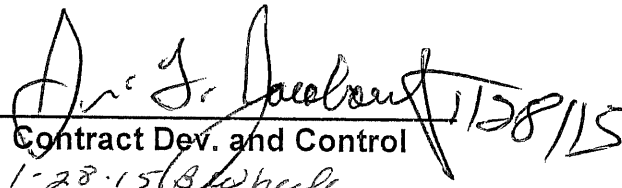
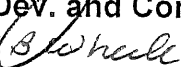
B. Recommended Sources of Funds/Summary of Fiscal Impact:
Funding for first contract year will be provided by Fire Rescue. Funding sources for additional years will be determined at time of renewal.

C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:


OFMB 1/28/15


Contract Dev. and Control 1-28-15 

B. Legal Sufficiency:


Assistant County Attorney

C. Other Department Review:

Department Director

CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

This Contract is made as of this 17th day of December, 2014, 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 Cardiology Partners, P.L., a LLC authorized to do business in the State of Florida, hereinafter referred to as the PHYSICIAN, whose Federal ID number is 651036209.

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 physician services, specifically stress testing services, 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, Manager, Occupational Health Clinic, telephone number (561) 233-5454 or designee.

The PHYSICIAN's representative/liaison during the performance of this Contract shall be William Dalton, Chief Operating Officer, telephone number (561) 343-0840.

ARTICLE 2 - SCHEDULE

The PHYSICIAN shall commence services on 12/29, 2014 and complete all services by 12/29, 2015 with four (4) one (1) year options for renewal at the sole discretion of the COUNTY.

Reports and other items shall be delivered and/or completed in accordance with Exhibit "A."

ARTICLE 3 - PAYMENTS TO PHYSICIAN

- A. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total annual contract amount of Twelve thousand Dollars (\$12,000). The annual contract amount shall provide for up to one hundred stress tests per year at one hundred twenty dollars (\$120) per test. This rate shall be guaranteed for each renewal option.

The PHYSICIAN shall notify the COUNTY's representative, in writing, when ninety percent (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/Services. 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, indicating that services have been rendered in conformity with the Contract. Approved invoices will be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.
- C. Final Invoice: In order for both parties herein to close their books and records, the PHYSICIAN 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 the COUNTY. Any further charges, if 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 do 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 or without cause upon ten (10) business days 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, except as otherwise directed by the COUNTY, in writing, the PHYSICIAN shall:

1. Stop work on the date and to the extent specified.
2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

3. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
4. Continue and complete all parts of the work which 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) 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 subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The PHYSICIAN is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If the PHYSICIAN uses any subcontractors on this project the following provisions of this Article shall apply:

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the PHYSICIAN shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

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 amount. 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 with the Palm Beach County Code 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 is contingent upon an annual appropriation for its purpose by the Board of County Commissioners.

ARTICLE 10 - INSURANCE REQUIREMENTS

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.

- A. **Commercial General Liability:** PHYSICIAN shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability unless granted in writing by the County's Risk Management Department. PHYSICIAN shall provide this coverage on a primary basis.
- B. **Workers' Compensation Insurance & Employer's Liability:** PHYSICIAN shall maintain Workers' Compensation & Employer's Liability in accordance with Florida Statute Chapter 440. PHYSICIAN shall provide this coverage on a primary basis.
- C. **Professional Liability:** PHYSICIAN shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than **\$250,000** 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.

Additional Insured Clause: 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.

- D. **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 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 includes a condition to the policy specifically prohibiting such an

endorsement or voids coverage should PHYSICIAN enter into such an agreement on a pre-loss basis.

- G. **Certificates of Insurance:** Within forty-eight (48) hours of the COUNTY's request to do so, the CONTRACTOR shall deliver to the COUNTY via the Insurance Company/Agent a signed 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. During the term of the Contract and prior to each subsequent renewal thereof, the CONTRACTOR shall provide this evidence to ITS at pbc@instracking.com or fax (562) 435-2999, which is Palm Beach County's insurance management system, prior to the expiration date of each and every insurance required herein. Said Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) day endeavor to notify due to cancellation (10 days for nonpayment of premium) or non-renewal of coverage.
- H. **Umbrella or Excess Liability:** If necessary, PHYSICIAN may satisfy the minimum limits required above for either Commercial General Liability or 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 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 Revise or Reject:** 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 officials harmless from and against any and all claims, liability, loss, expense, 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 of this Contract 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.

ARTICLE 13 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any and all 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 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.

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the COUNTY and/or CONSULTANT.

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 or services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes and the Palm Beach County Code of Ethics. The PHYSICIAN further represents that no person having any conflict of interest shall be employed for said performance or services.

The PHYSICIAN shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence, or appear to influence, the PHYSICIAN's judgment 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 subcontractor(s), 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 subcontractors' 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, judgment, 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 8 - 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 bases, reports and other data developed or purchased under this Contract for the COUNTY, 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.

Notwithstanding any other provision in this Contract, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, Sections 2-421 - 2-440, as amended.

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 FEE

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 related to 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.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the PHYSICIAN, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

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, familial status, sexual orientation, gender identity and expression, or genetic information.

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 thirty-six (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 delivered, or sent by other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Kathleen M. Scarlett, Director
Purchasing, Palm Beach County
50 South Military Trail, Suite 110
West Palm Beach, FL 33415

With a copy to:

Annie Brewer, Manager, Occupational Health Clinic
100 Australian Avenue, Suite 100
West Palm Beach, FL 33416

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

William Dalton, COO
Cardiology Partners, PL
3347 State Road 7, Suite 203
Wellington, FL 33449

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 the 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.

CRIMINAL HISTORY RECORDS CHECK

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 shall comply with the provisions of Chapter 2, Article IX of the Palm Beach County Code ("Criminal History Records Check" section). 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 this section of the Palm Beach County Code.

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.

ARTICLE 30 - SCRUTINIZED COMPANIES (when contract value is greater than \$1 million)

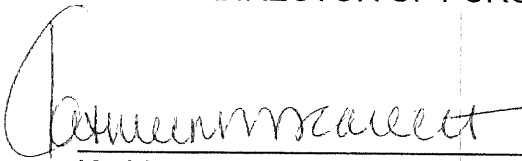
As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473.

If the County determines, using credible information available to the public, that a false certification has been submitted by CONSULTANT, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135.

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IN WITNESS WHEREOF, the Director of Purchasing of Palm Beach County, Florida, on behalf of the COUNTY, and the PHYSICIAN have executed this Contract on the day and year above written.


PALM BEACH COUNTY, FLORIDA FOR ITS
BOARD OF COUNTY COMMISSIONERS
BY KATHLEEN M. SCARLETT
DIRECTOR OF PURCHASING

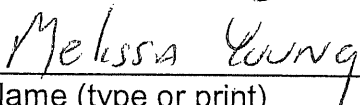

Kathleen M. Scarlett, Director

WITNESSES:



Signature


Name (type or print)

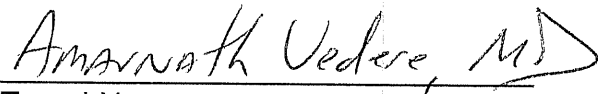

Signature

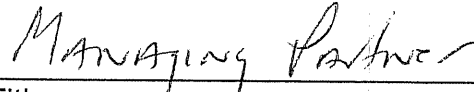

Name (type or print)

PHYSICIAN:


Company Name

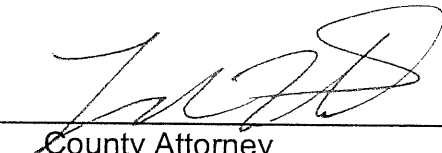

Signature


Typed Name


Title

BY:

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By 
County Attorney

APPROVED AS TO TERMS AND
CONDITIONS

By 
Department Director

EXHIBIT "A"

SCOPE OF WORK

In cooperation with the Fire Rescue Department and the Risk Management Department's Occupational Health Clinic, the PHYSICIAN will conduct up to one hundred (100) treadmill (non-nuclear) stress tests for Palm Beach County Fire Rescue's newly hired employees on an annual basis.

PHYSICIAN agrees to provide such services at its location at 3347 State Road 7, Suite 203, Wellington, Florida, or at such other location(s) the parties may agree upon from time to time.

Stress test reports shall be submitted to the Occupational Health Clinic to the attention of Annie Brewer, within 48 hours of completion of the stress tests.

EXHIBIT "B"

SCHEDULE OF PAYMENTS

The Scope of Work to be completed by PHYSICIAN as defined in Exhibit "A" consists of specific deliverables as expressly indicated below. Compensation for the work tasks stated herein shall be in accordance with the following Schedule of Payments:

December 29, 2014 through December 29, 2015

| | |
|-----------------------------|---|
| Dr. Amarnath Vedere, MD | \$120.00 per Treadmill Stress Test administered |
| Annual not-to-exceed amount | \$12,000 |



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/15/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|----------|---|---|
| PRODUCER | Connect Insurance 9100 Belvedere Rd Suite 207 Royal Palm Beach, FL 33411 | CONTACT NAME: Cheryl Lojewski PHONE (A/C, No., Ext): 561-433-2215 FAX (A/C, No): 561-228-0527 E-MAIL ADDRESS: cheryl.lojewski@connectmyinsurance.com |
| INSURED | Cardiology Partners, PL 3347 State Road 7 Suite 203 Wellington, FL 33414 | INSURER(S) AFFORDING COVERAGE INSURER A: Macneil INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: |

COVERAGES CERTIFICATE NUMBER: 00000000-0 REVISION NUMBER: 4

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-------------------------------------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | Y | CPP01007796A | 07/08/2014 | 07/08/2015 | 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 - COMP/OP AGG \$ incl |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | UMBRELLA LIAB EXCESS LIAB DED RETENTION \$ | | | | | EACH OCCURRENCE \$ AGGREGATE \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N <input type="checkbox"/> N/A | | | | PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

| | |
|--|--|
| Palm Beach County Board of County Commissioners a Political Subdivision of the State of Florida, its officers, E 100 Australian Ave Suite 200 West Palm Beach, FL 33406 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE (CAL) |
|--|--|



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/20/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|--|--|
| PRODUCER TriGen Insurance Solutions, Inc. 315 SE Mizner Blvd Suite 200 Boca Raton FL 33432 | CONTACT NAME: Tamika Lynch PHONE (A/C, No, Ext): (877) 987-4436 FAX (A/C, No): (954) 252-4426 E-MAIL ADDRESS: certs@trigengroupinc.com |
| INSURED Anthros, Inc. Anthros II, Inc. 400 W Morse Blvd Suite 203 Winter Park FL 32789 | INSURER(S) AFFORDING COVERAGE INSURER A: Technology Insurance Company, NAIC # 42376 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: |

COVERAGES CERTIFICATE NUMBER: Cert ID 4487 REVISION NUMBER:
THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSP | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-------------------------------------|----------|---------------|-------------------------|-------------------------|---|
| | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | UMBRELLA LIAB EXCESS LIAB DED RETENTION \$ <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N <input type="checkbox"/> N/A | | TWC3404370 | 3/1/2014 | 3/1/2015 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 \$ \$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Coverage provided for leased employees but not subcontractors of Cardiology Partners, P.I. Location coverage effective 5/14/2014

| | |
|--|---|
| CERTIFICATE HOLDER Cardiology Partners, P.I. Proof of Coverage 3345 Burns Rd Palm Beach Gardens FL 33410 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Carla Busick |
|--|---|

| | | | | | | |
|---|--|---------------|--|--------------------------------------|---------------------------------|--------------------------|
| CERTIFICATE OF INSURANCE | | | Attachment 1005-10-01-10 | | DATE (MM/DD/YY) 12/17/14 | |
| PRODUCER Professional Medical Insurance Services, Inc. 16800 Greenspoint Park Dr., Suite 255N Houston, TX 77060 | | | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES NAMED BELOW. THIS CERTIFICATE BESTOWS NO RIGHTS UPON THE CERTIFICATE HOLDER. | | | |
| | | | COMPANIES PROVIDING COVERAGE | | | |
| | | | COMPANY A Healthcare Underwriters Group | | | |
| | | | COMPANY B | | | |
| | | | COMPANY C | | | |
| | | | COMPANY D | | | |
| INSURED Cardiology Partners, P.L. 3347 State Road 7, Suite 203 Wellington, FL 33449 | | | | | | |
| COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED BELOW IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. | | | | | | |
| CO LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
| | GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL <input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONT PROT <input type="checkbox"/> | | | | GENERAL AGGREGATE | \$ |
| | | | | | PRODUCTS-COMP/OP AGG | \$ |
| | | | | | PERSONAL & ADV INJURY | \$ |
| | | | | | EACH OCCURANCE | \$ |
| | | | | | FIRE DAMAGE (Any one fire) | \$ |
| | | | | | MED EXP (Any one person) | \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> | | | | COMBINED SINGLE LIMIT | \$ |
| | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | PROPERTY DAMAGE | \$ |
| | EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM <input type="checkbox"/> | | | | EACH OCCURANCE | \$ |
| | | | | | AGGREGATE | \$ |
| | | | | | | \$ |
| | WORKERS COMPENSATION AND EMPLOYEES' LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE <input type="checkbox"/> INCL OFFICERS ARE: <input type="checkbox"/> EXCL | | | | STATUTORY LIMITS | |
| | | | | | EACH ACCIDENT | \$ |
| | | | | | DISEASE - POLICY LIMIT | \$ |
| | | | | | DISEASE-EACH EMPLOYEE | \$ |
| | | | | | | \$ |
| A | Medical Professional Liability | #420-006 | 03/01/14 | 03/01/15 | Per Claim Aggregate Limit | \$ 250,000 \$ 750,000 |
| DESCRIPTION Protected Party: Amarnath R. Vedere, M.D. Cardiovascular Disease - Minor Surgery Retro date: 03/01/2002 | | | | | | |
| CERTIFICATE HOLDER To Whom It May Concern: | | | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. | | | |
| | | | AUTHORIZED REPRESENTATIVE WILLIAM J. REESE, JR. <i>William J. Reese, Jr.</i> | | | |

**Budget Availability Statement
Fire Rescue**

Date: December 29, 2014

Project Coordinator: Brian Palacios, Financial Analyst, Risk Management

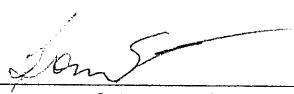
Scope of Work: Physician Services, Treadmill Stress tests for Palm Beach
County Fire Rescue's newly hired employees

Cost Estimate: Not to exceed \$12,000

By signing this BAS, the Department agrees to the costs included in this BAS.

Budget Account Number:

Fund 1300 Dept 440 Unit 4230 Objt 3103

Approved By:  Date: 12/29/14
(Signature of Approving Authority)

Print Name and Title: Bonnie E. Stein, Financial Analyst III

RISK MGMT.
Received
DEC 31 2014
DEPT.