





## CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

This Contract is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY and Island Medical Care, LLC, 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, as more specifically set forth in the Scope of Work detailed in Exhibit "A".

The COUNTY'S representative/liason during the performance of this Contract shall be Director of Risk Management & Manager of Occupational Health Clinic, telephone no. (561) 233-5450. The PHYSICIAN'S representative/liason during the performance of this Contract shall be Island Medical Care, LLC, telephone number (561) 779-8600.

### **ARTICLE 2 - SCHEDULE**

The PHYSICIAN shall commence services on September 1, 2015 and complete all services by August 31, 2018. The County in its sole discretion shall have the option to extend this agreement for two (2) successive (1) year periods by written agreement of the parties and commencing on September 1, 2018.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in 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 including, if applicable, "out of pocket" expenses (specified in paragraph C below) shall not exceed a total contract amount of Five Hundred Five Thousand Four Hundred Forty Dollars (\$505,440.00). The PHYSICIAN shall notify 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 are 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 N/A 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, 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 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 herein under 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 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 (SBE) 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 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 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 for subsequent fiscal years are 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** PHYSICIAN 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 Auto 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.
- E. **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, shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. PHYSICIAN 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** 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 to the policy, 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 specifically prohibits such an endorsement, or which 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 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. During the term of the Contract and prior to each subsequent renewal thereof, the PHYSICIAN shall provide this evidence to ITS at [pbcc@instracking.com](mailto:pbcc@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. Such 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. The certificate of insurance shall be issued to
- Palm Beach County  
C/o Occupational Health Clinic  
100 Australian Avenue Room 100  
West Palm Beach, FL 33406
- H. **Umbrella or Excess Liability** If necessary, PHYSICIAN may satisfy the minimum limits required above for 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.

**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.

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 PHYSICIAN.

**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, and the Palm Beach County Code of Ethics. 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 subcontractors 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, 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.

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 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.

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.

PHYSICIAN has submitted to COUNTY a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, if the PHYSICIAN does not have a written non-discrimination policy or one that conforms to the COUNTY's policy, it has acknowledged through a signed statement provided to COUNTY that PHYSICIAN will conform to the COUNTY's non-discrimination policy as provided in R-2014-1421, as amended.

**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:

Director of Risk Management  
100 Australian Avenue, Suite 200  
West Palm Beach, FL 33406

With copy to:

Palm Beach County Attorney's Office  
301 North Olive Avenue  
West Palm Beach, Florida 33401

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

Island Medical Care, LLC  
C/O Dr. Earl Campazzi  
2309 Cherokee Circle  
West Palm Beach, FL 33409

**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**

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 PHYSICIAN 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 PHYSICIAN, 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

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

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

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS:

By: \_\_\_\_\_  
Mayor

WITNESS:

Wendy Summers, RN  
Signature

Wendy Summers, RN  
Name (type or print)

[Signature]  
Signature

Ara Guersso  
Name (type or print)

PHYSICIAN:

ISLAND MEDICAL CARE, LLC  
Company Name

Earl James Campazzi, Jr. MD  
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. Bolm  
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 and treat work related 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 three eight (8) hour days 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 100 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> 2015 through August 31<sup>st</sup>, 2018

Dr. Earl Campazzi	96 Hours per month @	\$	14,040.00
Contract total		\$	505,440.00
Out-of packet Expense		\$	0.00

### NON-DISCRIMINATION POLICY

Pursuant to Resolution R-2014-1421, as may be amended, it is the policy of the Board of County Commissioners of Palm Beach County that Palm Beach County shall not conduct business with nor appropriate any funds to any organization that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information.

All entities doing business with Palm Beach County are required to submit a copy of their non-discrimination policy which shall be consistent with the policy of Palm Beach County stated above, prior to entering into any contract with Palm Beach County. In the event an entity does not have a written non-discrimination policy, such entity shall be required to sign a statement affirming their non-discrimination policy is in conformance with Palm Beach County's policy.

Check one:

( ) Consultant hereby attaches its non-discrimination policy which is consistent with the policy of Palm Beach County, or

() Consultant does not have a written non-discrimination policy; however the Physician affirms that its non-discrimination policy is in conformance with the above.

**CONSULTANT:**

Earl J. Campazzy Jr MD  
Signature

EARL J. CAMPAZZY JR MD  
Name (type or print)

President  
Title

Island Medical Care, L.L.C.

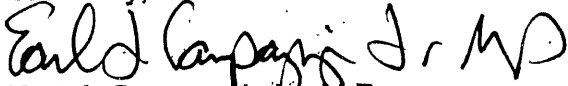
2309 Cherokee Circle  
West Palm Beach, FL 33409  
Telephone: (561) 779-8600  
E-Mail: ejcampazzimd@msn.com

July 28, 2015

To whom it may concern:

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

Sincerely,



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



**CONFIRMATION OF COVERAGE**  
**MEDICAL PROFESSIONAL LIABILITY**  
**CLAIMS MADE POLICY FORM**

**EMPLOYEE/INSURED:** Earl J Campazzi Jr, M. D  
100 Australian Ave.  
Suite # 100  
West Palm Beach, FL 33406

**INSURANCE COMPANY:** Physicians Insurance Company

**STATUS:** Active

**POLICY NUMBER:** 132763

**CONFIRMATION DATE:** June 22, 2015

**EXPIRATION DATE:** June 22, 2016

**RETROACTIVE DATE:** May 15, 2006

**LIMITS:** 1,000,000 per CLAIM; 3,000,000 POLICY aggregate.

**CONFIRMATION PROVIDED FOR:**

There are no claims under this policy.

THIS CONFIRMATION OF COVERAGE IS PROVIDED ON BEHALF OF THE NAMED INSURED. THIS DOCUMENT IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE DOCUMENT HOLDER. THIS DOCUMENT DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE, TERMS, EXCLUSIONS, CONDITIONS, OR OTHER PROVISIONS AFFORDED BY THE POLICIES REFERENCED HEREIN. SHOULD THIS POLICY BE CANCELLED THE COMPANY WILL MAIL THE CERTIFICATE HOLDER A NOTICE OF CANCELLATION WITHIN 30 DAYS; HOWEVER, FAILURE TO ISSUE SUCH NOTICE TO ANY LISTED ENTITY SHALL NOT OBLIGATE THE COMPANY TO ANY LIABILITY.

361 E. Hillsboro Blvd.  
Deerfield Beach, FL 33441



POLICY NUMBER: F2890142

**SAFECO INSURANCE COMPANY OF ILLINOIS  
 AUTOMOBILE POLICY DECLARATIONS**

**NAMED INSURED:**  
 EARL CAMPAZZI  
 JULIA CAMPAZZI  
 2309 CHEROKEE CIR  
 WEST PALM BEACH FL 33409-7410

**POLICY CHANGE**  
 CHANGED EFFECTIVE: APR. 30 2015  
 POLICY PERIOD FROM: SEPT 3 2014  
 TO: SEPT 3 2015

at 12:01 A.M. standard time at  
 the address of the insured as  
 stated herein.

**AGENT:**  
 THE CELEDINAS AGENCY INC  
 DBA CELEDINAS INSURANCE GROUP  
 4283 NORTHLAKE BLVD  
 PALM BCH GDNS FL 33410-6251

**AGENT TELEPHONE:**  
 (561) 622-2550

RATED DRIVERS EARL CAMPAZZI, JULIA CAMPAZZI			
2015 MERCEDES	GLK350	4 DOOR	ID# WDCGG5HB0FG417741
2014 MERCEDES	E350	4 DOOR SEDAN	ID# WDDHF5KB8EB029390

Insurance is afforded only for the coverages for which limits of liability or premium charges are indicated.

COVERAGES	2015 MERZ LIMITS	PREMIUMS	2014 MERZ LIMITS	PREMIUMS
<b>LIABILITY:</b>				
BODILY INJURY	\$250,000 Each Person \$500,000 Each Occurrence	\$ 317.90	\$250,000 Each Person \$500,000 Each Occurrence	\$ 346.40
PROPERTY DAMAGE	\$100,000 Each Occurrence	78.30	\$100,000 Each Occurrence	81.70
PIP \$500 DEDUCTIBLE APPLIES TO NAMED INSURED & RELATIVES		149.90		149.90
<b>UNINSURED MOTORISTS (NON-STACKED LIMITS):</b>				
BODILY INJURY	\$250,000 Each Person \$500,000 Each Accident	178.20	\$250,000 Each Person \$500,000 Each Accident	196.10
COMPREHENSIVE	Actual Cash Value Less \$500 Deductible	199.30	Actual Cash Value Less \$500 Deductible	290.20
COLLISION	Actual Cash Value Less \$500 Deductible Diminishing Ded \$500	278.60	Actual Cash Value Less \$500 Deductible Diminishing Ded \$500	321.50
<b>ADDITIONAL COVERAGES:</b>				
SAFECO OPTIMUM PACKAGE		55.70		64.30
LOSS OF USE \$75 Per Day/\$2250 Max		26.50	\$75 Per Day/\$2250 Max	26.50
AUTO LOAN/LEASE				19.70
FLORIDA HURRICANE CATASTROPHE FUND		16.76		19.51
ROADSIDE ASSIST		4.50		4.50
		<b>TOTAL \$ 1,305.66</b>		<b>TOTAL \$ 1,520.31</b>

-CONTINUED-

P O BOX 515097, LOS ANGELES, CA 90051





**IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

**DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.