

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

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Meeting Date:	June 9, 2026	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Workshop	<input type="checkbox"/> Public Hearing
Department:	Fire Rescue		

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**I. EXECUTIVE BRIEF**

**Motion and Title: Staff recommends motion to approve:** a professional services agreement in the area of occupational health and safety with Palm Beach County Firefighters Health Clinic, LLC, for a term of ten (10) years for a retroactive period of April 1, 2019 through March 31, 2029.

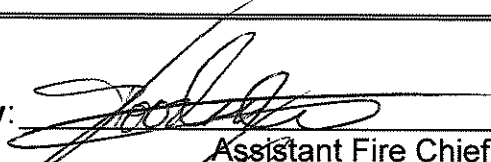
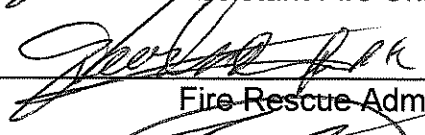

**Summary:** The Professional Fire Fighters/Paramedics of Palm Beach County, Local 2928, IAFF, Inc. (Local 2928) Wellness Steering Committee (Committee) has selected the Palm Beach County Firefighters Health Clinic, LLC as the service provider to provide the Fire Department Physician, the Medical Review Officer (MRO), medical physical examinations, drug testing, and related services. As set forth in the Collective Bargaining Agreement (CBA), the Palm Beach County Firefighters Employee Benefits Fund shall fully fund the professional services agreement. The extended lapse of the contract was due to the unprecedented pandemic and the time required to negotiate and complete the new agreement. During this period, services continued without interruption and were performed consistently in accordance with the terms and conditions of the prior agreement. **Countywide (MMM)**

**Background and Justification:** The Palm Beach County Fire Rescue Wellness Program (Wellness Program) was established pursuant to Article 45 of the CBA between the Palm Beach County Fire Rescue Department (Fire Rescue) and the Local 2928; and the CBA established a Committee within Fire Rescue, comprised of staff appointed by the Fire Rescue Administrator and Local 2928, to direct, establish guidelines, make recommendations, and evaluate the Wellness Program. The Committee has selected the Palm Beach County Firefighters Health Clinic, LLC as the service provider to provide for the Fire Department Physician, MRO, medical physical examinations, drug testing, and related services.

**Attachment:**

1. Professional Services Agreement

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Recommended by:		5-7-26
	Assistant Fire Chief	Date
Approved by:		5-7-26
	Fire Rescue Administrator	Date
Approved by:		5/18/26
	Deputy County Administrator	Date

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2026	2027	2028	2029	2030
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	_____*	_____	_____	_____	_____
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes X No \_\_\_\_\_  
 Does this item include the use of Federal Funds? Yes \_\_\_\_\_ No X  
 Does this item include the use of State Funds? Yes \_\_\_\_\_ No X

Budget Account No.: Fund \_\_\_\_\_ Dept \_\_\_\_\_ Unit \_\_\_\_\_ Rev Source \_\_\_\_\_

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

\* There is no fiscal impact associated with this item.

C. Departmental Fiscal Review: Raeen Magrieli

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Development and Control Comments:**

Laura Muth 5/11/2026  
 OFMB  
 MD 5/11  
 CASII

Brandi Smith 5/13/26  
 Contract Development and Control

**B. Legal Sufficiency**

[Signature] 5/13/2026  
 Assistant County Attorney

**C. Other Department Review:**

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

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.)

**Professional Services Agreement between Palm Beach County and  
Palm Beach County Firefighters Health Clinic, LLC.**

This Agreement is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between Palm Beach County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, by and through its Board of County Commissioners, and Palm Beach County Firefighters Health Clinic, LLC, hereinafter referred to as the PROVIDER, whose federal I.D. is 36-4924074.

**WHEREAS**, the Palm Beach County Fire Rescue Wellness Program (“Wellness Program”) was established pursuant to Article 45 of the Collective Bargaining Agreement (“CBA”) between the COUNTY and the Professional Fire Fighters/Paramedics of Palm Beach County, Local 2928, IAFF, Inc. (“Local 2928”); and

**WHEREAS**, the CBA established a Wellness Steering Committee (“Committee”) within the Palm Beach County Fire Rescue Department (“Fire Rescue”), comprised of staff appointed by the Fire Rescue Administrator and Local 2928, to direct, establish guidelines, make recommendations, and evaluate the Wellness Program; and

**WHEREAS**, the CBA provides that Fire Rescue shall maintain responsibility to administer the Wellness Program and shall designate a Wellness Coordinator to assume responsibility for the daily operation and management of the Wellness Program; and

**WHEREAS**, the components of the Wellness Program established by Article 45 and Article 49 of the CBA include the provision of a Fire Department Physician, the administering of medical physical examinations, and drug testing for Fire Rescue employees; and

**WHEREAS**, pursuant to the CBA, the Committee is responsible for selecting a service provider and approving a service agreement to be entered into between the service provider and the COUNTY; and

**WHEREAS**, the Committee has selected the Palm Beach County Firefighters Health Clinic, LLC as the service provider to provide for the Fire Department Physician, medical physical examinations, drug testing, and related services as set forth in this Agreement; and

**WHEREAS**, as a result of CBA negotiations, it is the intent of the COUNTY and Local 2928 that the Palm Beach County Firefighters Employee Benefits Fund shall fully fund the medical physical examinations and drug testing for Fire Rescue employees, including the services of the Fire Department Physician and the Medical Review Officer (“MRO”), and related services.

Now therefore, in consideration of the mutual promises contained herein and other good and valuable consideration received, the COUNTY and the PROVIDER agree as follows:

**Article 1 – Incorporation of Recitals**

The above recitals are incorporated as if fully set forth herein.

**Article 2 - Services**

The PROVIDER’s responsibility under this Agreement is to provide professional services in the area of occupational health and safety, as more specifically set forth in the Scope of Work detailed in Article 4 of this Agreement, including but not limited to providing for the delivery of medical physicals to Fire Rescue employees, providing for a Fire Department Physician, providing for an MRO, providing for professional medical staff, and providing for direction for the medical component of the Wellness Program.

The PROVIDER hereby represents and warrants that it has and will continue to maintain all licenses, certifications, 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, certifications, and approvals shall be submitted to the Wellness Coordinator upon request. The PROVIDER shall report any available health statistics, except protected health information, to the Wellness Coordinator upon request if reasonable notice is provided.

**Article 3 - Agreement Term; Renewals**

The term of this Agreement is for ten (10) years and shall commence retroactively on April 1, 2019, and shall remain in full force and effect through March 31, 2029, unless sooner terminated as provided herein. This Agreement may be renewed on the same terms and conditions set forth herein for two additional three-year periods by written agreement of the parties executed at least ninety days prior to the expiration date of this Agreement or subsequent renewal, provided that prior written approval of the Committee is obtained.

**Article 4 - Scope of Work**

4.1 PROVIDER shall provide all personnel, labor, materials, supplies and equipment necessary to provide the required services.

**4.2** PROVIDER shall provide and maintain, through employment or by contract, sufficient qualified personnel to provide the required services. The staff provided must have the qualifications, skill, ability, and training to provide professional expertise in the areas of occupational safety and health relating to emergency and fire-rescue services. Personnel shall include a physician licensed in the State of Florida to practice medicine (or osteopathic medicine) to serve as Fire Department Physician and a qualified physician licensed and certified to serve as the MRO. The PROVIDER shall be responsible and liable to the COUNTY for assuring that the Fire Department Physician and the MRO perform all duties required of them under this Agreement. The COUNTY shall be entitled to look to the PROVIDER to remedy any failure or inadequacy of performance by the Fire Department Physician and/or the MRO. If the PROVIDER contemplates changing the Fire Department Physician or the MRO, as identified in EXHIBIT A, attached hereto and incorporated herein, such change must first be approved, in writing, by the Committee, provided that such approval shall not be unreasonably denied.

**4.3** The PROVIDER, through the Fire Department Physician, shall be responsible for providing annual medical physical examinations and return to work examinations for Fire Rescue employees in accordance with the terms of this Agreement. As part of the medical physical examination, the Fire Department Physician shall be responsible for guiding, directing, and advising the employees with regard to fitness, occupational health and safety, and suitability for various employment-related duties. The medical examinations and related services administered under this Agreement by the PROVIDER, including its employees, officers, agents, and subcontractors, are rendered for the benefit of the COUNTY for employment related purposes.

The PROVIDER and/or the Fire Department Physician may employ or contract with other physicians, physician assistants (PA), or nurse practitioners (ARNP) to conduct the actual medical examinations under the supervision and responsibility of the Fire Department Physician. The results of the medical examination shall be reviewed with the employee on the day of the exam by the person performing the exam, to the extent possible at that time. The Fire Department Physician, or designee, shall subsequently review and interpret all findings from all medical examinations, including all laboratory tests, x-rays, EKGs, and other diagnostic tests. A certified radiologist shall read, interpret and provide written findings for all questionable x-rays. For each medical examination performed, the Fire Department Physician, or designee, shall certify by signed documentation that this review was completed and the date of such review. This

documentation shall be included in the patient's medical file and must also be recorded in a format that is available for review by the COUNTY upon request.

A representative of the PROVIDER shall communicate the results to the employee and ascertain whether the employee desires to discuss the results with the Fire Department Physician. PROVIDER will work through the appropriate avenues to make contact with the employee within a reasonable amount of time. The Fire Department Physician, or designee, shall be available to counsel employees regarding all exam and test results, including any medical conditions and, if applicable, the recommendation of whether the employee is medically certified to engage in emergency operations and related training for Fire Rescue. The Fire Department Physician will schedule an appointment to review with employees the results of their examinations and tests upon an employee's request.

**4.4** The medical examinations shall comply with the CBA and this Agreement, including the minimum standards set out in **EXHIBIT B** to this Agreement (attached hereto and incorporated herein). In addition, the medical examination standards set out in NFPA 1582, as it may be amended from time to time, shall be used as a guideline in administering the medical examinations. Any inconsistency between the provisions of NFPA 1582, this Agreement, and/or the CBA, shall be resolved in accordance with the following priority: (1) the CBA; (2) this Agreement (including EXHIBITS A and B); and (3) NFPA 1582. For Special Operations personnel, the medical examination shall also comply with OSHA regulation 29 CFR § 1910.120, including the requirements regarding the physician's written opinion and record-keeping. The NFPA 1582 guidelines and OSHA regulations are incorporated herein by reference.

**4.5** The Fire Department Physician, or designee, shall refer Fire Rescue employees to the County Occupational Health Clinic for workers' compensation or to their primary care provider (PCP) as warranted by the results of the medical examination. For each applicable medical examination performed, the Fire Department Physician, or designee, shall complete a Medical Exam Duty Recommendation form. This form shall be placed in the patient's file and be faxed to the Wellness Coordinator. In cases where more specific information is needed by the COUNTY on the status of an employee, the Fire Department Physician, or designee, shall, to the extent required by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any

other applicable laws and regulations, attempt to obtain the specific written consent of the employee to be able to release such confidential medical information to the COUNTY.

**4.6** PROVIDER maintains a medical facility(ies), located in Palm Beach County, Florida, Martin County, Florida, and Broward County, Florida and at other locations that may be established by the PROVIDER, where all parts of the medical examination will be performed, including patient consultations and all diagnostic testing (including electrocardiograms, x-rays, spirometry, drawing blood, drug screening samples, cardiac stress testing, and hearing and vision testing). The PROVIDER shall maintain a medical facility(ies), located in Palm Beach County, Florida. If the PROVIDER intends to make any change to the location of the facility(ies), it must provide 30-days prior written notice to the Committee and, in accordance with Article 9, to the County. Notwithstanding anything contained in this paragraph to the contrary, blood samples may be sent out to a duly licensed independent laboratory for analysis. Any change in the laboratories used for blood work, as identified in EXHIBIT A, must first be approved by the Committee, provided that such approval shall not be unreasonably denied.

**4.7** PROVIDER shall provide, at any medical facility(ies) located within Palm Beach County, a 24 hour-7 days per week collection site for drug testing for Fire Rescue employees. Drug screening samples shall be submitted to a duly licensed independent laboratory approved in accordance with the Drug Testing Article of the CBA. The MRO shall review findings of all drug tests. The drug testing procedures set forth in Article 49 of the CBA shall be followed. Any change in the laboratories used for drug testing, as identified in EXHIBIT A, must first be approved by the Committee, provided that such approval shall not be unreasonably denied.

**4.8** If the PROVIDER or the Fire Department Physician is an employee's primary care provider, then non-emergency follow up care or any services or treatments not provided for by this Agreement shall be scheduled for another time. PROVIDER shall maintain a patient file on each employee and place a written copy of the examination results and the Medical Exam Duty Recommendation form therein. PROVIDER shall keep all records of medical procedures in a central location, at the aforementioned medical facility(ies). To the extent permitted by law, when the employee/patient has signed a release authorizing such disclosure, or in the event of a court order directing PROVIDER to make such a disclosure, and subject to the confidentiality of the

employee involved, the PROVIDER shall make all records available to the Wellness Coordinator in case of emergency pursuant to a method approved by the Wellness Coordinator.

**4.9** PROVIDER, the Fire Department Physician, or designee, and the MRO shall comply with all applicable federal, state, and local laws and regulations, including but not limited to all laws and regulations relating to medical confidentiality and patient privacy, including HIPAA. PROVIDER, the Fire Department Physician, or designee, and the MRO are charged with knowledge of all such laws and regulations.

**4.10** PROVIDER and the Fire Department Physician shall provide safety lectures and newsletter articles on related health and fitness matters for publication as needed, at the request of the Committee if reasonable notification is provided.

**4.11** PROVIDER and the Fire Department Physician shall be available, with reasonable notification, for consultations, meetings, workshops, presentations, and seminars with Fire Rescue, the Committee and/or the Wellness Coordinator. PROVIDER and the Fire Department Physician shall provide medical guidance in occupational safety and health to Fire Rescue if requested with reasonable notification.

**4.12** The Fire Department Physician, or designee, shall use the care and diligence that a licensed provider (of the same type as the provider performing the duties) knowledgeable and skilled in occupational medicine would use in the performance of the duties described herein.

**Article 5 – Insurance**

**5.1** PROVIDER, shall, at their own expense, maintain in full force and effect at all times during the life of this Agreement Professional Liability/Medical Malpractice Insurance and Comprehensive Commercial General Liability Insurance for the services being performed in the amounts indicated herein. All said insurances shall cover any and all contracted and/or employed medical personnel. The requirements contained herein, as well as the COUNTY'S review or acceptance of insurance maintained by PROVIDER, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the PROVIDER under this

Agreement.

**5.2 Professional Liability.** Professional Liability/Medical Malpractice Insurance or equivalent Errors & Omissions Liability Insurance shall be maintained. When a self insured retention (SIR) or deductible exceeds \$10,000.00 the COUNTY reserves the right, but not the obligation, to request and review a copy of the PROVIDER's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, PROVIDER warrants that the "Retroactive Date" equals or precedes the effective date of this Agreement. 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 Supplemental Extended Reporting Period (SERP) during the life of this Agreement, PROVIDER shall agree to purchase a SERP with a minimum reporting period not less than three (3) years. PROVIDER agrees that this coverage shall be provided on a primary basis.

In the event that either:

- a) the PROVIDER loses coverage of the insurance policy required by this Article; or
- b) the premiums for this insurance policy increase to at least 50 % of payouts on all claims, the parties shall renegotiate the Professional Liability/Medical Malpractice Insurance to be maintained by PROVIDER in compliance with minimum requirements under Florida Law,

the parties shall agree to coverage required under this Article within sixty (60) days of the commencement of renegotiations. The PROVIDER shall continue to provide services under this Agreement during the renegotiation period.

**5.3 Commercial General Liability.** Commercial General Liability Insurance shall be maintained at a limit of liability of not less than \$500,000.00 "Each Occurrence." Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability. PROVIDER agrees that this coverage shall be provided on a primary basis.

**5.4 Additional Insureds.** PROVIDER shall endorse Palm Beach County as additional insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsements shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of

Florida, its Officers, Employees and Agents”. PROVIDER agrees that the Additional Insured endorsements shall provide coverage on a primary basis.

**5.5 Worker’s Compensation Insurance & Employers Liability.** Provider agrees to maintain Worker’s Compensation Insurance & Employers Liability in accordance with Chapter 440, Florida Statutes. Coverage shall be provided on a primary basis.

**5.6 Waiver of Subrogation.** PROVIDER shall agree to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into an pre-loss agreement to waive subrogation without an endorsement, then PROVIDER, 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 PROVIDER enter into such an agreement on a pre-loss basis.

**5.7 Certificates of Insurance.** PROVIDER shall deliver to the Wellness Coordinator Certificates of Insurance evidencing that all types and amounts of insurance coverages required by this Agreement have been obtained and are in full force and effect. Such Certificates of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage.

**5.8 Umbrella or Excess Liability.** If necessary, PROVIDER, may satisfy the minimum limits required above for Commercial General Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the “Each Occurrence” limit for Commercial General Liability. Palm Beach County shall be specifically endorsed as “Additional Insureds” on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a “Follow-Form” basis.

**5.9 Right to Review.** The COUNTY reserves the right to review any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the life of this Agreement. All policies/coverages purchased by the PROVIDER shall be through

insurance carriers who maintain an AM Best financial rating of Excellent or greater, or any such equivalent rating from another rating agency. Copies of the insurance policies shall be provided to the COUNTY upon request.

**Article 6 - Payments to PROVIDER**

The PROVIDER hereby acknowledges receipt of the sum of One Dollar and other good and valuable consideration from the COUNTY for the services to be rendered and the obligations incurred by the PROVIDER under this Agreement.

The PROVIDER shall be responsible for paying all applicable compensation, fees, salaries, and benefits for any personnel or contractors engaged by PROVIDER to provide the services under this Agreement, and any other costs associated with the provision of services hereunder. The COUNTY shall not be responsible for any payments to PROVIDER or any of the PROVIDER's personnel or contractors, including but not limited to the Fire Department Physician, the MRO, and any other third-parties.

**Article 7 - Personnel/Subcontracting**

The PROVIDER represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the COUNTY. Such personnel may be employed by the PROVIDER or engaged as subcontractors by the PROVIDER, provided that the Committee shall have the right to reject the selection of a particular subcontractor, provided that such rejection shall not be unreasonable.

All of the services required hereinunder shall be performed by the PROVIDER 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. The PROVIDER warrants that all services shall be performed by skilled and competent personnel to the highest professional standards within the field. PROVIDER further represents and warrants that all personnel and subcontractors providing services under this Agreement, including but not limited to the Fire Department Physician and the MRO, shall have and maintain all licenses, certifications, insurance and approvals required to perform said services or required by this Agreement. Proof of such licenses, certifications, insurance and approvals shall be submitted to the Wellness Coordinator upon request.

Any changes, additions or substitutions in the PROVIDER's key personnel, as may be listed in EXHIBIT A, must be made known to the Wellness Coordinator. Notwithstanding anything contained herein to the contrary, any change in the Fire Department Physician or the MRO, which must be listed in EXHIBIT A, must first be approved in writing by the Committee, provided that such approval shall not be unreasonably denied.

All of the PROVIDER's personnel (and all subcontractors) while on COUNTY premises shall comply with all COUNTY requirements governing conduct, safety, and security.

The PROVIDER, including the Fire Department Physician and the MRO, is, and shall be, in the performance of all work, services and activities under this Agreement, 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 Agreement shall at all times, and in all places, be subject to the PROVIDER's sole direction, supervision, and control. The PROVIDER shall exercise control over the means and manner in which it and its employees and subcontractors perform the work, and in all respects the PROVIDER's relationship, and the relationship of its employees and subcontractors, to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY. The PROVIDER does not have the power or authority to bind the COUNTY in any promise, agreement, or representation. The COUNTY does not have the power or authority to bind the PROVIDER in any promise, agreement, or representation.

If the PROVIDER secures the services of the Fire Department Physician and/or the MRO through a contract(s) as opposed to through direct employment, the PROVIDER shall require that said contract(s) names the COUNTY as a third-party beneficiary and binds the Fire Department Physician and/or the MRO to each and every obligation and responsibility assigned to the Fire Department Physician and/or the MRO, as applicable, under the terms of this Agreement. The COUNTY shall be entitled to look to the PROVIDER to remedy any failure or inadequacy of performance by a subcontractor, including the Fire Department Physician, if subcontracted out, and/or the MRO.

**Article 8 – Termination/Expiration of this Agreement**

This Agreement may be terminated by the PROVIDER without cause upon ninety (90) days' prior written notice, pursuant to Article 9, to the COUNTY, and COUNTY shall not be entitled to any lost profits or other damages.

If the PROVIDER materially breaches this Agreement, the COUNTY may send notice, pursuant to Article 9, of the material breach to PROVIDER. If the PROVIDER fails to cure the material breach within 45 days of receiving that notice, the COUNTY may then immediately terminate this Agreement. Otherwise, this Agreement may be terminated by the COUNTY without cause upon ninety (90) days' written notice to the PROVIDER, and PROVIDER shall not be entitled to any lost profits or other damages. After receipt of a Termination Notice and except as otherwise directed by the COUNTY, the PROVIDER 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, except as prohibited by HIPAA, to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.

Upon the expiration or termination of this Agreement, the PROVIDER agrees to fully cooperate with any successor provider to provide a smooth transition. The PROVIDER shall, in accordance with the direction and time frame communicated by the Wellness Coordinator and if allowed or otherwise not prohibited by HIPAA and any other applicable laws and regulations, release to the successor provider, or if no successor has been selected, to an entity designated by the COUNTY, all of the Wellness Program files in its possession, including, but not limited to, employee medical records, manuals, computer records, and reports.

All covenants, agreements, representations and warranties made herein or otherwise made in writing by any party pursuant hereto shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

**Article 9 - Notice**

All notices required by this Agreement shall be sent certified mail, return receipt requested, and if sent to the COUNTY shall be mailed to:

Palm Beach County Fire Rescue  
Attn: Fire Rescue Administrator  
405 Pike Road  
West Palm Beach, Florida 33411

with a copy mailed to:

Palm Beach County Fire-Rescue  
Attn: Wellness Coordinator  
405 Pike Road  
West Palm Beach, Florida 33411

and if to be sent to the PROVIDER shall be mailed to:

Palm Beach County Firefighters Health Clinic, LLC  
Attn: Manager  
7240 7<sup>th</sup> Place N  
West Palm Beach, Florida 33411

**Article 10 - Availability of Funds**

The COUNTY's performance and obligations under this Agreement are contingent upon an annual appropriation for its purpose by the Palm Beach County Board of County Commissioners to fund this program.

**Article 11 - Indemnification**

Except in the event of acts or Omissions by COUNTY, the PROVIDER shall be fully liable, and protect, defend, reimburse, indemnify and hold harmless the COUNTY, including but not limited to its officers, agents, employees, and members of the Committee, from and against any and all claims, liability, losses, expenses, costs, damages, and/or cause of action of every kind and character, including attorney's fees and costs whether at trial or appellate levels or otherwise, arising during and as a result of the performance or nonperformance of the terms of this Agreement or otherwise due to any acts or omissions, including the disclosure of protected health information, by the PROVIDER, including but not limited to its officers, agents, employees, subcontractors, the Fire Department Physician and the MRO.

**Article 12 - Protected Health Information**

The PROVIDER, including but not limited to its officers, agents, subcontractors, and employees shall carry out its obligations under this Agreement in compliance with HIPAA, as amended from time to time, and any other applicable laws and regulations. Any sharing of health information between the parties shall be in accordance with what is permitted by HIPAA and any other applicable laws and regulations, including but not limited to regulations allowing for disclosures for employment purposes and for treatment, payment, and healthcare operations. In order to ensure that this Agreement is consistent with HIPAA, the parties agree to cooperate in amending the Agreement if necessary to be compliant with HIPAA and its regulations. The failure of the PROVIDER, including but not limited to its officers, agents, subcontractors, and employees, to comply with this paragraph, HIPAA, or its regulations shall constitute a material breach of this Agreement. This provision shall not be deemed to preclude or limit a claim or determination of a material breach of any other provisions of this Agreement.

**Article 13 - Access and Audits**

The 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 PROVIDER, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. However, the Inspector General will not have access to or otherwise be provided with protected health information, unless the employee/patient has signed a release authorizing such disclosure or there is a court order directing PROVIDER to make such a disclosure

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 14 - Forms and Documents**

The COUNTY shall be responsible for the development and cost of printing of forms and documents it requires for the delivery and administration of the medical physicals, as required by this Agreement.

**Article 15 - Remedies**

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be held in Palm Beach County. No remedy herein conferred on either 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 or by statute or otherwise. No single or partial exercise by either party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Agreement 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 Agreement, including but not limited to any citizens or employees of the COUNTY and/or the PROVIDER.

**Article 16 – Access and audits; office of the inspector general**

The PROVIDER shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Agreement. The COUNTY shall have access to such books, records, and documents as required in this Article for the purpose of inspection or audit during normal business hours, at the PROVIDER's place of business. Notwithstanding the foregoing, neither the COUNTY nor the Inspector General will have access to or otherwise be provided with records containing protected health information under this Article unless the employee/patient has signed a release authorizing such disclosure or there is a court order directing PROVIDER to make such a disclosure.

**Article 17 – Scrutinized companies**

A. As provided in Section 287.135, Florida Statutes, as may be amended, by entering into this Agreement or performing any work in furtherance hereof, the PROVIDER certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been

placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to Section 215.4725, Florida Statutes, as may be amended. Pursuant to Section 287.135(3)(b), Florida Statutes, as may be amended, if PROVIDER is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Agreement may be terminated at the option of the COUNTY.

**B. When contract value is greater than \$1 million:** As provided in Section 287.135, Florida Statutes, as may be amended, by entering into this Agreement or performing any work in furtherance hereof, the PROVIDER 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 Terrorism Sectors List created pursuant to Section 215.473, Florida Statutes, as may be amended, or is engaged in business operations in Cuba or Syria. Pursuant to Section 287.135(3)(a), Florida Statutes, as my be amended, if PROVIDER is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or been engaged in business operations in Cuba or Syria, or has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, this Agreement may be terminated at the option of the COUNTY.

If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by PROVIDER, this Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed, pursuant to Section 287.135, Florida Statutes, as may be amended. Said certification must also be submitted at the time of Agreement renewal, if applicable.

The parties agree that this Article 17, Section B does not apply to this Agreement.

#### **Article 18 – Public records**

Notwithstanding anything contained herein, as provided under Section 119.0701, Florida Statutes, as may be amended, if the PROVIDER: (i) provides a service; and (ii) acts on behalf of the COUNTY as provided under Section 119.011(2), Florida Statutes, as may be amended, the PROVIDER shall comply with the requirements of Section 119.0701, Florida Statutes, as may be amended. The PROVIDER is specifically required to:

- A. Keep and maintain public records required by the COUNTY to perform services as provided under this Agreement.
- B. Upon request from the COUNTY's Custodian of Public Records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. The PROVIDER further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt, from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the PROVIDER does not transfer the records to the public agency.
- D. Upon completion of the Agreement, the PROVIDER shall transfer, at no cost to the COUNTY, all public records in possession of the PROVIDER unless notified by COUNTY's representative/liaison, on behalf of the COUNTY's Custodian of Public Records, to keep and maintain public records required by the COUNTY to perform the service. If the PROVIDER transfers all public records to the COUNTY upon completion of the Agreement, the PROVIDER shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If the PROVIDER keeps and maintains public records upon completion of the Agreement, the PROVIDER shall meet all applicable requirements for retaining public records. All records stored electronically by the PROVIDER must be provided to COUNTY, upon request of the COUNTY's Custodian of Public Records, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY. In the event of any conflict between the terms of this Article 18, Section D, and Article 8 of this Agreement, the terms of Article 8 shall prevail.

Notwithstanding the foregoing of this Article 18, the parties agree that PROVIDER will not transfer, disclose, or otherwise provide protected health information to the COUNTY or the public without a signed release authorizing such disclosure from the employee/patient or there is a court order directing PROVIDER to make such a disclosure.

Failure of the PROVIDER to comply with the requirements of this Article shall be a material breach of this Agreement. COUNTY shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. PROVIDER acknowledges that it has familiarized itself with the requirements of Chapter 119, Florida Statutes, and other requirements of state law applicable to public records not specifically set forth herein.

**IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT [RECORDSREQUEST@PBCGOV.ORG](mailto:RECORDSREQUEST@PBCGOV.ORG) OR BY TELEPHONE AT 561-355-6680.**

**Article 19 – Disclosure of foreign gifts and contracts with foreign countries of concern**

Pursuant to Section 286.101, Florida Statutes, as may be amended, by entering into this Agreement or performing any work in furtherance thereof, the PROVIDER certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

**Article 20 - Nondiscrimination**

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution

R2025-0748, as may be amended, the PROVIDER warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, 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, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

As a condition of entering into this Contract, the PROVIDER represents and warrants that it will comply with the COUNTY's Commercial Nondiscrimination Policy as described in Resolution 2025-0748, as amended. As part of such compliance, the PROVIDER shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the PROVIDER retaliate against any person for reporting instances of such discrimination. The PROVIDER shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the COUNTY's relevant marketplace in Palm Beach County. The PROVIDER understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the PROVIDER from participating in COUNTY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. PROVIDER shall include this language in its subcontracts entered into on or after execution of this Agreement by the PROVIDER.

#### **Article 21 – Counterparts**

This Agreement, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Agreement. The COUNTY may execute the Agreement through electronic or manual means. PROVIDER shall execute by manual means only, unless the COUNTY provides otherwise.

**Article 22 - Severability**

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term 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 Agreement shall be deemed valid and enforceable to the extent permitted by law.

**Article 23 - Entirety of Contractual Agreement**

The PROVIDER and the COUNTY agree that this Agreement 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 Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 24 - Modifications of Work or otherwise by written contract amendment between the parties with prior written approval of the Committee.

**Article 24 - Modifications of Work**

The COUNTY and the PROVIDER, upon approval of the Committee, may agree to make changes in the Scope of Work, including alterations, reductions or additions thereto. Upon receipt by the PROVIDER of requested modifications from the COUNTY, the PROVIDER shall, in writing, advise if the contemplated change(s) shall affect the PROVIDER's ability to meet the terms and conditions of this Agreement, provide a detailed estimate for any increase or decrease in the cost for providing the service, and advise whether it is agreeable to the change(s). If the COUNTY and PROVIDER elect to make a change(s) to the Scope of Work, the parties will reduce their agreement, which shall include the effective date of such modifications, to writing via an amendment to this Agreement to be approved by the Committee and executed by both parties.

**Article 25 - Assignment of Rights**

The COUNTY and the PROVIDER 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 Agreement.

Neither the COUNTY nor the PROVIDER shall assign, sublet, convey, or transfer its interest in this Agreement without the prior written permission of the other and the Committee. Nothing in this Agreement shall be construed as giving any rights or benefits to anyone other than the COUNTY and the PROVIDER.

#### **Article 26 – Conflict of Interest**

The PROVIDER represents that it, including its employees, agents, officers, subcontractors, 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 PROVIDER further represents that no person having any such conflict of interest shall be employed for said performance of services.

The PROVIDER shall promptly notify the Wellness Coordinator, 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 PROVIDER's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of the work that the PROVIDER may undertake and request an opinion by the COUNTY as to whether the association, interest or other circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the PROVIDER. The COUNTY agrees to notify the PROVIDER of its opinion by certified mail within thirty (30) days of receipt of notification from the PROVIDER. If, in the opinion of the COUNTY, the prospective business association, interest, or circumstance would not constitute a conflict of interest by the PROVIDER, the COUNTY shall so state in the notification and the PROVIDER 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 PROVIDER under the terms of this Agreement.

#### **Article 27 – Contingent Fees**

The PROVIDER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the PROVIDER, to solicit or secure this Agreement 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 PROVIDER, any fee, commission,

percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

**Article 28 – Public Entity Crimes**

As provided in Sections 287.132 and 287.133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, the PROVIDER 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 Section 287.133(3)(a), Florida Statutes.

**Article 29 – Arrears**

The PROVIDER shall not pledge the COUNTY's credit nor make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The PROVIDER further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

**Article 30 – Disclosure and Ownership of Documents**

Except as prohibited by HIPAA, the PROVIDER 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 Agreement.

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 PROVIDER 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 Agreement for or at the COUNTY's expense shall be and remain the COUNTY's property, except as prohibited by HIPAA, 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 Agreement and the consummation of the transactions contemplated hereby.

**Article 31 – Time of the Essence and Default by Provider**

The PROVIDER acknowledges and agrees that time is of the essence in its performance of the terms of this Agreement. The failure of the PROVIDER, including but not limited to its officers, agents, subcontractors, and employees, to timely perform the services outlined in Article 2 of this Agreement shall constitute a material breach of this Agreement. COUNTY shall provide written notice to PROVIDER of a material breach under this Article. In the event of a material breach under this Article, the PROVIDER shall not submit any medical claims related to the particular material breach from the particular location of the Clinic for which the material breach has occurred for the relevant period of the material breach under this Article. Once the material breach has been cured, any claims not submitted due to this provision may be submitted for payment. This provision shall not be deemed to preclude or limit a claim or determination of a material breach of any other provisions of this Agreement.

**Article 32 – 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 PROVIDER. The PROVIDER shall not be exempted from paying sales taxes to its suppliers for materials used to fulfill contractual obligations with the COUNTY unless the PROVIDER has its own such tax exemption, nor is the PROVIDER authorized to use the COUNTY's Tax Exemption Number in securing such materials.

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

**Article 33 – Criminal History Records Check**

The PROVIDER, PROVIDER's employees, subcontractor of PROVIDER and employees of subcontractor shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolution R2013-1470 and R2015-0572, as amended. The

PROVIDER is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the PROVIDER acknowledges that its Agreement price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Agreement may include sites and/or buildings which have been designated as either “critical facilities” or “criminal justice information facilities” pursuant to the Ordinance and above reference Resolutions. COUNTY staff representing the Department will contact the PROVIDER (s) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The PROVIDER shall make every effort to collect the badges of its employees and its subcontractors’ employees upon conclusion of the contract and return them to the COUNTY. If the PROVIDER or its subcontractor(s) terminates an employee who has been issued a badge, the PROVIDER must notify the COUNTY within two (2) hours. At the time of termination, the PROVIDER shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the PROVIDER if the PROVIDER 1) does not comply with the requirements of COUNTY Code Section 2-371 - 2-377, as amended; 2) does not contact the COUNTY regarding a terminated PROVIDER employee or sub employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

The parties agree that, currently, the PROVIDER and all of its facilities are not Critical Facilities or CJI Facilities that would require compliance with the Ordinance.

#### **Article 34 - Regulations; Licensing Requirements**

The PROVIDER shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including but not limited to HIPAA and conflict of interest and collusion laws. PROVIDER 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, including but not limited to HIPAA and conflict of interest and collusion laws.

#### **Article 35 - E-VERIFY - EMPLOYMENT ELIGIBILITY**

PROVIDER warrants and represents that it is in compliance with Section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-

Verify.gov), and upon execution of this Agreement by PROVIDER, uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of PROVIDER's subcontractors performing the duties and obligations of this Agreement are registered with the E-Verify System, and upon execution of this Agreement by PROVIDER use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

PROVIDER shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in Section 448.095(1)(f), Florida Statutes, as may be amended. PROVIDER shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement which requires a longer retention period.

COUNTY shall terminate this Agreement if it has a good faith belief that PROVIDER has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that PROVIDER's subcontractors has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify PROVIDER to terminate its contract with the subcontractors and PROVIDER shall immediately terminate its contract with the subcontractors. If COUNTY terminates this Agreement pursuant to the above, PROVIDER shall be barred from being awarded a future contract by COUNTY for a period of one (1) year from the date on which this Agreement was terminated.

[The remainder of this page left blank intentionally]

IN WITNESS WHEREOF, the undersigned parties have caused these presents to be signed by their duly authorized officers on the day and year first written above.

**ATTEST:**  
**MICHAEL A. CARUSO,**  
**Clerk of the Circuit Court**  
**& Comptroller**

**PALM BEACH COUNTY, FLORIDA BY ITS**  
**BOARD OF COUNTY COMMISSIONERS**

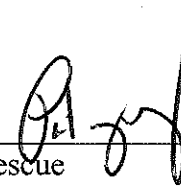
By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Sara Baxter, Mayor

**APPROVED AS TO FORM AND**  
**LEGAL SUFFICIENCY**

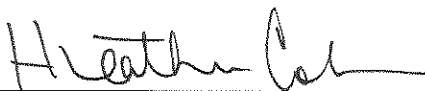
**APPROVED AS TO TERMS AND**  
**CONDITIONS**


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

By:  \_\_\_\_\_  
Fire Rescue

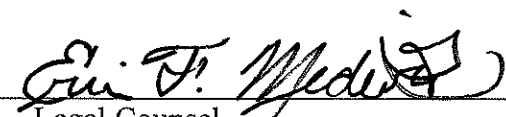
**PALM BEACH COUNTY**  
**FIREFIGHTERS HEALTH CLINIC,**  
**LLC**

WITNESS:

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

By:  \_\_\_\_\_  
Leigh Clarke, Manager

**APPROVED AS TO FORM AND**  
**LEGAL SUFFICIENCY**

By:  \_\_\_\_\_  
Legal Counsel

# **EXHIBIT A**

## **Key Personnel and Laboratories**

Fire Department Physician: Dr. John F. Villa, MD

Medical Review Officer: Doctors Review Service

Laboratory for Blood Work: LabCorp

Laboratory for Drug Screening: LabCorp

Other Key Personnel: Leigh Clarke, Manager

**EXHIBIT B**  
**COMPONENTS OF MEDICAL PHYSICAL**

Medical examinations shall comply with the CBA and this Agreement, including the minimum standards set out in this **EXHIBIT B** to the Agreement. In addition, the medical examination standards set out in NFPA 1582, as it may be amended from time to time, shall be used as a guideline in administering the medical examinations. Any inconsistency between the provisions of NFPA 1582, this Agreement, and/or the CBA, shall be resolved in accordance with the following priority: (1) the CBA; (2) this Agreement (including EXHIBITS A and B); and (3) NFPA 1582.

For Special Operations personnel, the medical examination shall also comply with OSHA regulation 29 CFR §1910.120, including the requirements regarding the physician's written opinion and record-keeping. The NFPA 1582 guidelines and OSHA regulations are incorporated herein by reference. Drug testing shall be conducted in accordance with Article 49 of the CBA.

**THE ANNUAL MEDICAL PHYSICAL EXAM MINIMUM REQUIREMENTS**

**Complete Medical History**

- Medical and surgical history
- Family history
- Allergy history
- Review of body systems
- Prior work/exposure history
- Prior history of toxic involvement

**Audiometry-**

- Performed in a sound proof booth
- hearing thresholds for 500 to 8.000 hertz

**Urinalysis**

- UA Culture- if indicated
- Specific gravity
- Glucose
- PH
- Blood
- Nitrites
- Leucocytes
- Protein
- Ketones
- Bilirubin
- Urobilinogen

**Vital Signs**

- Temperature
- Height and weight
- Blood pressure

Pulse rate  
Respiratory rate

**Electrocardiogram**

Twelve-lead resting tracing

**Stress Testing**

Stress Test shall include an initial exercise stress test (beginning with annual physicals on or after 12-1-2013) and be repeated every three (3) years, or sooner if clinically indicated by the Fire Department Physician.

**Radiology**

Chest x-ray, PA. 14 X 17

**Chest x-rays shall include an initial baseline, and shall be repeated every five (5) years, or as medically indicated.**

**Pulmonary Function Screening Test**

Vital capacity  
One second expiratory volume

**Blood Chemistry Profile**

**Lipid Panel**

Triglycerides  
Cholesterol, Total  
HDL Cholesterol  
LDL Cholesterol  
Cholesterol/HDLC Ratio

**Comprehensive Metabolic Panel**

Glucose  
Urea Nitrogen (BUN)  
Creatinine  
BUN/Creatinine Ratio  
Sodium  
Potassium  
Chloride  
Carbon Dioxide  
Calcium  
Protein, Total  
Albumin  
Globulin  
Albumin/globulin ratio  
Bilirubin, Total  
Alkaline Phosphatase

AST  
ALT

**CBC**

WBC  
RBC  
Hemoglobin  
Hematocrit  
MCV  
MCH  
MCHC  
RDW  
PLATELET Count  
Absolute Neutrophils  
Absolute Lymphocytes  
Absolute Monocytes  
Absolute Eosinophils  
Absolute Basophils  
Neutrophils  
Lymphocytes  
Monocytes  
Eosinophils  
Basophils

PSA (males over the age of 40 or if medically indicated)

Varicella IGG (every 3 years)

Hepatitis C  
Hepatitis C Antibody

Hepatitis B  
Core Antibody total  
Hepatitis B titer

HIV- 1 AB Screen with Reflex  
MMR screening and vaccination (every 3 years)

**5 Panel Drug Test (Substance Abuse Panel)** – shall be included only until such time Random Drug Testing is implemented in accordance with the Collective Bargaining Agreement.

Amphetamines  
Cocaine Metabolites  
Opiates

Phencyclidine  
Marijuana Metabolites

**Integrity Checks**

Creatinine  
Nitrates  
pH

Stool Occult Blood Test (3) for stomach and intestinal tract bleeding

**Ophthalmologic Screening**

Visual Acuity- Near and Far point  
Color vision  
Vertical phoria  
Lateral phoria  
Stereopsis- depth perception  
Light and Accommodation reflex  
Extra ocular eye movements (CN III, IV, VI)  
Assess visual fields (CN, II)  
Corneal Reflex (CN V) (optional)  
Fundoscopic Examination (optional)

**Complete Physical Examination**

Rectal examination for men > age 40 or with history of bleeding (optional)  
Breast examination in women (pelvic exam)(optional)  
Pap smear (optional)  
Extensive skin and musculoskeletal examination  
Otosopic Examination of the ears  
Auscultate Heart and Lungs  
HEENT  
Peripheral Vascular  
Respiratory  
Abdomen  
Lymphatic  
Neurological

-TB Screening

**COMMUNITY ASSISTANCE TEAM (CAT) PHYSICAL**

Basic Physical Evaluation (Height, Weight, Blood Pressure, Eye Exam)

**SPECIAL OPERATIONS UPGRADE (SPLOPS)**

24 hour Urine Specimen- Heavy Metals Panel  
Pseudochoolinesterase  
Stress Testing-  
Treadmill exercise cardiac stress test for SPLOPS

Review of exam and lab results with examinee

Written documentation of examination results to be given to examinee (or published to the portal)

When indicated or requested, a copy of the exam results can be forwarded to the examinee's personal physician.

Complete the Medical Exam Duty Recommendation form

Place written documentation of examination results and duty recommendation in patient's file.

Certified radiologist reads questionable x-rays.

DISCLOSURE OF OWNERSHIP INTERESTS

TO: PALM BEACH COUNTY CHIEF OFFICER,  
OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day appeared Leigh Clarke, by means of physical presence OR online notarization hereinafter referred to as "Affiant," who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant appears herein as:

[ ] an individual or  
[X] the Manager of Palm Beach County Firefighters Health Clinic, LLC

[position—e.g., sole proprietor, president, partner, etc.] [name & type of entity—e.g., ABC Corp., XYZ Ltd. Partnership, etc.].  
The Affiant or the entity the Affiant represents herein seeks to do business with Palm Beach County through its Board of County Commissioners.

2. Affiant's address is: 7240 7th Place N, West Palm Beach, FL 33411

3. Attached hereto as Exhibit "A" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater interest in the Affiant's corporation, partnership, or other principal. Disclosure does not apply to nonprofit corporations, government agencies, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

4. Affiant acknowledges that this Affidavit is given to comply with Palm Beach County policy, and will be relied upon by Palm Beach County and the Board of County Commissioners. Affiant further acknowledges that he or she is authorized to execute this document on behalf of the entity identified in paragraph one, if any.

5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct and complete.

FURTHER AFFIANT SAYETH NAUGHT.

*[Signature]*  
Leigh Clarke, Manager, Affiant  
(Print Affiant Name)

The foregoing instrument was acknowledged before me by means of physical presence OR online notarization this 16 day of April, 2026, by Leigh Clarke, [X] who is personally known to me or [ ] who has produced as identification and who did take an oath.



*[Signature]*  
Notary Public  
Heather Coleman  
(Print Notary Name)  
State of Florida at Large  
My Commission Expires: 1/8/2027

