

CITY OF NAPLES, FLORIDA

AGREEMENT (PROFESSIONAL SERVICES)

Bid/Proposal No. 056-12

Contract No. 12-13170

Project Name **Occupational Medical Services**

THIS AGREEMENT (the "Agreement") is made and entered into this **September 19, 2012**, by and between the City of Naples, a Florida municipal corporation, (the "CITY") and **Advance Medical of Naples, LLC**, a Florida corporation **1250 Pine Ridge Road, Naples, FL 34108**, (the "CONTRACTOR").

WITNESSETH:

WHEREAS, the CITY desires to obtain the services of the CONTRACTOR concerning certain services specified in this Agreement (referred to as the "Project"); and

WHEREAS, the CONTRACTOR has submitted a proposal for provision of those services; and

WHEREAS, the CONTRACTOR represents that it has expertise in the type of professional services that will be required for the Project.

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the parties hereto agree as follows:

ARTICLE ONE CONTRACTOR'S RESPONSIBILITY

1.1. The Services to be performed by CONTRACTOR are generally described as **to provide occupational medical services on an "as needed" basis**, and may be more fully described in the Scope of Services, attached as **EXHIBIT A** and made a part of this Agreement.

1.2. The CONTRACTOR agrees to obtain and maintain throughout the period of this Agreement all such licenses as are required to do business in the State of Florida, the City of Naples, and in Collier County, Florida, including, but not limited to, all licenses required by the respective state boards and other governmental agencies responsible for regulating and licensing the professional services to be provided and performed by the CONTRACTOR pursuant to this Agreement.

1.3. The CONTRACTOR agrees that, when the services to be provided hereunder relate to a professional service which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such services, it shall employ or retain only qualified personnel to provide such services.

1.4. CONTRACTOR agrees to employ and designate, in writing, within 5 calendar days after receiving its Notice to Proceed, or other directive from the CITY, a qualified licensed professional to serve as the CONTRACTOR's project manager (the "Project Manager"). The Project Manager shall be authorized and

responsible to act on behalf of the CONTRACTOR with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Agreement.

1.5. The CONTRACTOR has represented to the CITY that it has expertise in the type of professional services that will be required for the Project. The CONTRACTOR agrees that all services to be provided by CONTRACTOR pursuant to this Agreement shall be subject to the CITY's review and approval and shall be in accordance with the generally accepted standards of professional practice in the State of Florida, as may be applied to the type of services to be rendered, as well as in accordance with all published laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agencies which regulate or have jurisdiction over the Project or the services to be provided and performed by CONTRACTOR. In the event of any conflicts in these requirements, the CONTRACTOR shall notify the CITY of such conflict and utilize its best professional judgment to advise CITY regarding resolution of the conflict.

1.6. The CONTRACTOR agrees not to divulge, furnish or make available to any third person, firm or organization, without CITY's prior written consent, or unless incident to the proper performance of the CONTRACTOR's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by CONTRACTOR hereunder, and CONTRACTOR shall require all of its employees, agents, subconsultants and subcontractors to comply with the provisions of this paragraph. However, the CONTRACTOR shall comply with the Florida Public Records laws.

1.7. The CONTRACTOR agrees not to employ or offer to employ any Elected Officer or City Managerial Employee of the CITY who in any way deals with, coordinates on, or assists with, the professional services provided in this Agreement, for a period of 2 years after termination of all provisions of this Agreement. For purposes of this paragraph, the term "Elected Officer" shall mean any member of the City Council. For purposes of this paragraph, the term "City Managerial Employee" shall mean the City Manager, the Assistant City Manager, the City Clerk, and any City department head or director. If the CONTRACTOR violates the provisions of this paragraph, the CONTRACTOR shall be required to pay damages to the CITY in an amount equal to any and all compensation which is received by the former Elected Officer or City Managerial Employee of the CITY from or on behalf of the contracting person or entity, or an amount equal to the former Elected Officer's or City Managerial Employee's last 2 years of gross compensation from the CITY, whichever is greater.

1.8. The CONTRACTOR agrees not to provide services for compensation to any other party other than the CITY on the same subject matter, same project, or scope of services as set forth in this Agreement without approval from the City Council of the CITY.

1.9. Except as otherwise provided in this Agreement, the CONTRACTOR agrees not to disclose or use any information not available to members of the general public and gained by reason of the CONTRACTOR's contractual relationship with the CITY for the special gain or benefit of the CONTRACTOR or for the special gain or benefit of any other person or entity.

ARTICLE TWO CITY'S RESPONSIBILITIES

2.1. The CITY shall designate in writing a project coordinator to act as the CITY's representative with respect to the services to be rendered under this Agreement (the "Project Coordinator"). The Project Coordinator shall have authority to transmit instructions, receive information, interpret and define the CITY's policies and decisions with respect to the CONTRACTOR's services for the Project. However, the Project

Coordinator is not authorized to issue any verbal or written orders or instructions to the CONTRACTOR that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever:

- (a) The scope of services to be provided and performed by the CONTRACTOR;
- (b) The time the CONTRACTOR is obligated to commence and complete all such services; or
- (c) The amount of compensation the CITY is obligated or committed to pay the CONTRACTOR.

Any such modifications or changes ((a) (b) or (c)) shall only be made by or upon the authorization of the CITY's city manager as authorized by city council in the enabling legislation or in the CITY's procurement policies.

2.2. The Project Coordinator shall:

- (a) Review and make appropriate recommendations on all requests submitted by the CONTRACTOR for payment for services and work provided and performed in accordance with this Agreement;
- (b) Arrange for access to and make all provisions for the CONTRACTOR to enter the Project site to perform the services to be provided by the CONTRACTOR under this Agreement; and
- (c) Provide notice to the CONTRACTOR of any deficiencies or defects discovered by the CITY with respect to the services to be rendered by the CONTRACTOR hereunder.

2.3. The CONTRACTOR acknowledges that access to the Project Site, to be arranged by the CITY for the CONTRACTOR, may be provided during times that are not the normal business hours of the CONTRACTOR.

ARTICLE THREE TIME

3.1. Services to be rendered by the CONTRACTOR shall be commenced subsequent to the execution of this Agreement upon written Notice to Proceed from the CITY for all or any designated portion of the Project and shall be performed and completed by **September 30, 2015 with the option for two additional one year renewals**. Time is of the essence with respect to the performance of this Agreement.

3.2. Should the CONTRACTOR be obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of the CONTRACTOR, and not due to its own fault or neglect, including but not restricted to acts of God or of public enemy, acts of government or of the CITY, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then the CONTRACTOR shall notify the CITY in writing within 5 working days after commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which the CONTRACTOR may have had to request a time extension.

3.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the CONTRACTOR's services from any cause whatsoever, including those for which the CITY may be responsible in whole or in part, shall relieve the CONTRACTOR of its duty to perform or give rise to any right to damages or additional compensation from the CITY. The CONTRACTOR's sole remedy against the CITY will be the right to seek an extension of time to its schedule. This paragraph shall expressly apply to claims for early completion, as well as claims based on late completion.

3.4. Should the CONTRACTOR fail to commence, provide, perform or complete any of the services to be provided hereunder in a timely and reasonable manner, in addition to any other rights or remedies available to the CITY hereunder, the CITY at its sole discretion and option may withhold any and all payments due and owing to the CONTRACTOR until such time as the CONTRACTOR resumes performance of its obligations hereunder in such a manner so as to reasonably establish to the CITY's satisfaction that the CONTRACTOR's performance is or will shortly be back on schedule.

ARTICLE FOUR COMPENSATION

4.1. The total compensation to be paid the CONTRACTOR by the CITY for all Services **shall not exceed the line item prices listed on the attached EXHIBIT B** for those items so listed and shall be paid in the manner set forth in the "Basis of Compensation", which is attached as **EXHIBIT B** and made a part of this Agreement.

ARTICLE FIVE MAINTENANCE OF RECORDS

5.1. The CONTRACTOR will keep adequate records and supporting documentation which concern or reflect its services hereunder. The records and documentation will be retained by the CONTRACTOR for a minimum of five 5 years from the date of termination of this Agreement or the date the Project is completed, whichever is later. the CITY, or any duly authorized agents or representatives of the CITY, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the 5 year period noted above; provided, however, such activity shall be conducted only during normal business hours. If the CONTRACTOR desires to destroy records prior to the minimum period, it shall first obtain permission from the CITY in accordance with the Florida Public Records laws.

ARTICLE SIX INDEMNIFICATION

6.1. The CONTRACTOR agrees to indemnify and hold harmless the City from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR and persons employer or utilized by the CONTRACTOR in the performance of the Contract.

ARTICLE SEVEN INSURANCE

7.1. CONTRACTOR shall obtain and carry, at all times during its performance under this Agreement, insurance of the types and in the amounts set forth in the document titled General Insurance Requirements, which is attached as **EXHIBIT C** and made a part of this Agreement.

ARTICLE EIGHT SERVICES BY CONTRACTOR'S OWN STAFF

8.1. The services to be performed hereunder shall be performed by the CONTRACTOR's own staff, unless otherwise authorized in writing by the CITY. The employment of, contract with, or use of the services of any other person or firm by the CONTRACTOR, as independent contractor or otherwise, shall be subject to the prior written approval of the CITY. No provision of this Agreement shall, however, be construed as constituting

an agreement between the CITY and any such other person or firm. Nor shall anything contained in this Agreement be deemed to give any such party or any third party any claim or right of action against the CITY beyond such as may otherwise exist without regard to this Agreement.

ARTICLE NINE WAIVER OF CLAIMS

9.1. The CONTRACTOR's acceptance of final payment shall constitute a full waiver of any and all claims, except for insurance company subrogation claims, by it against the CITY arising out of this Agreement or otherwise related to the Project, except those previously made in writing and identified by the CONTRACTOR as unsettled at the time of the final payment. Neither the acceptance of the CONTRACTOR's services nor payment by the CITY shall be deemed to be a waiver of any of the CITY's rights against the CONTRACTOR.

ARTICLE TEN TERMINATION OR SUSPENSION

10.1. The CONTRACTOR shall be considered in material default of this Agreement and such default will be considered cause for the CITY to terminate this Agreement, in whole or in part, as further set forth in this section, for any of the following reasons: (a) failure to begin work under the Agreement within the times specified under the Notice(s) to Proceed, or (b) failure to properly and timely perform the services to be provided hereunder or as directed by the CITY, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by the CONTRACTOR or by any of the CONTRACTOR's principals, officers or directors, or (d) failure to obey laws, ordinances, regulations or other codes of conduct, or (e) failure to perform or abide by the terms or spirit of this Agreement, or (f) for any other just cause. The CITY may so terminate this Agreement, in whole or in part, by giving the CONTRACTOR at least 3 calendar days' written notice.

10.2. If, after notice of termination of this Agreement as provided for in paragraph 10.1 above, it is determined for any reason that the CONTRACTOR was not in default, or that its default was excusable, or that the CITY otherwise was not entitled to the remedy against the CONTRACTOR provided for in paragraph 10.1, then the notice of termination given pursuant to paragraph 10.1 shall be deemed to be the notice of termination provided for in paragraph 10.3 below and the CONTRACTOR's remedies against the CITY shall be the same as and limited to those afforded the CONTRACTOR under paragraph 10.3 below.

10.3. The CITY shall have the right to terminate this Agreement, in whole or in part, without cause upon 7 calendar day's written notice to the CONTRACTOR. In the event of such termination for convenience, the CONTRACTOR's recovery against the CITY shall be limited to that portion of the fee earned through the date of termination, together with any retainage withheld and any costs reasonably incurred by the CONTRACTOR that are directly attributable to the termination, but the CONTRACTOR shall not be entitled to any other or further recovery against the CITY, including, but not limited to, anticipated fees or profits on work not required to be performed.

ARTICLE ELEVEN CONFLICT OF INTEREST

11.1. The CONTRACTOR 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. The CONTRACTOR further represents that no persons having any such interest shall be employed to perform those services.

**ARTICLE TWELVE
MODIFICATION**

12.1. No modification or change in this Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

**ARTICLE THIRTEEN
NOTICES AND ADDRESS OF RECORD**

13.1. All notices required or made pursuant to this Agreement to be given by the CONTRACTOR to the CITY shall be in writing and shall be delivered by hand or by United States Postal Service Department, first class mail service, postage prepaid, return receipt requested, addressed to the following CITY's address of record:

City of Naples
735 Eighth Street South
Naples, Florida 34102-3796
Attention: **A. William Moss**, City Manager

13.2. All notices required or made pursuant to this Agreement to be given by the CITY to the CONTRACTOR shall be made in writing and shall be delivered by hand or by the United States Postal Service Department, first class mail service, postage prepaid, return receipt requested, addressed to the following CONTRACTOR's address of record:

Advance Medical of Naples LLC
1250 Pine Ridge Road
Naples, FL 34108
Attention: **Patricia Jackson**, Owner

13.3. Either party may change its address of record by written notice to the other party given in accordance with requirements of this Article.

**ARTICLE FOURTEEN
MISCELLANEOUS**

14.1. The CONTRACTOR, in representing the CITY, shall promote the best interest of the CITY and assume towards the CITY a duty of the highest trust, confidence, and fair dealing.

14.2. No modification, waiver, suspension or termination of the Agreement or of any terms thereof shall impair the rights or liabilities of either party.

14.3. This Agreement is not assignable, in whole or in part, by the CONTRACTOR without the prior written consent of the CITY.

14.4. Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

EXHIBIT D

CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS

The undersigned, is the Exec. V.P. of the **Bonness, Inc** ("the CONTRACTOR"), and hereby certifies to the following:

1. The CONTRACTOR is in full compliance with all provisions of the Immigration Reform and Control Act of 1986 ("IRCA"), as well as all related immigration laws, rules, regulations pertaining to proper employee work authorization in the United States.

2. The undersigned has verified that the CONTRACTOR has obtained and maintains on file, and will continue to obtain and maintain on file, all documentation required by law, including but not limited to, Form I-9, Employment Eligibility Verification, for all persons employed by or working for the CONTRACTOR in any capacity on any project for the City of Naples (CITY). All such persons have provided evidence of identity and eligibility to work to the CONTRACTOR in accordance with the IRCA and related law. The undersigned hereby affirms that no person has been or will be employed by the CONTRACTOR to work on projects for the CITY who is not authorized to work under law. The undersigned further affirms that the CONTRACTOR's files will be updated by written notice any time that additional employees work on projects for the CITY.

3. The CONTRACTOR will have its contractors, subcontractors, suppliers and vendors who are involved in projects for the CITY to sign a written acknowledgment that they too are in compliance with immigration law. It is understood that failure to do so could result in the CONTRACTOR being liable for any violation of the law by such third parties.

4. The CONTRACTOR will fully cooperate with and have its contractors, subcontractors, suppliers and vendors to fully cooperate with, all inquiries and investigations conducted by any governmental agency in connection with proper compliance with the laws pertaining to appropriate work authorization in the United States.

5. The undersigned, on behalf of the CONTRACTOR, acknowledges that this Certification may be relied upon by the CITY, its officers, directors, employees, and affiliates or related persons and entities.

6. If it is found that the CONTRACTOR has not complied with the laws pertaining to proper employment authorization, and any legal and administrative action ensues against the CITY, the CONTRACTOR will indemnify, defend and hold the CITY harmless along with their officers, directors, employees, and affiliated or related persons and entities.

7. The CONTRACTOR acknowledges that the CITY by their authorized representatives shall have the right, at any time, upon 24 hours notice, to examine the CONTRACTOR's books and records to confirm that the CONTRACTOR is in compliance with the terms of this certification.

Executed this 6th day of November, 2012.

By: Jeff Jam

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for the day and year first written above.

ATTEST:

By:

Patricia L. Rambošk
Patricia L. Rambošk, City Clerk

Approved as to form
and legal sufficiency:

By:

Robert D. Pritt
Robert D. Pritt, City Attorney

Witness

Joe A. Martini

CITY:

CITY OF NAPLES, FLORIDA,
A Municipal Corporation

By:

A. William Moss
A. William Moss, City Manager

CONTRACTOR:

Advance Medical of Naples, LLC
A Florida Corporation

By:

Patricia M. Jackson

Its

owner

(CORPORATE SEAL)

General Contract (not Architects/Engineers)

EXHIBIT A

SCOPE OF SERVICES

- A. The CITY's occupational medical program is designed to minimize liability, assure the proper placement of applicants and employees relative to their physical capabilities, and promote the health and well being of employees.

The CONTRACTOR shall provide occupational medical services on an "as needed" basis as determined by the CITY.

1. Administrative Responsibilities to be provided by the occupational medical services provider include, but are not limited to, the following:
 - Provide medical consultation to the CITY, as may be required.
 - Periodically review and update employee medical criteria.
 - Design forms and other documentation for use by CITY employees and departments in accordance with specific CITY needs and requirements.
 - Consult with designated CITY staff on medical results or progress of employees or candidates for employment on a daily basis.
 - Effectively maintain employee medical files.
 - Provide and maintain a billing system capable of recording, retrieving and reporting data by the following fields in a timely and effective fashion: patient's name; employee ID number; date of treatment; cost of services provided.
2. Pre-Employment Physical Services (which vary in scope depending on job classification)
3. Fitness for duty evaluations and reports.
4. DOT physicals.
5. Police and Firefighter annual physicals.
6. Pulmonary function tests for employees italicizing respirators.
7. Annual on-site flu vaccination program.
8. Hepatitis, TB and/or HIV occupational exposure testing, reporting, follow-up, and documentation.
9. Workers' compensation medical services – furnish reasonable and necessary medical care to CITY employees who incur on-the-job injuries or occupational diseases.
10. Responsible for keeping abreast of new occupational health regulations, testing methods, and industry trends, and keeping CITY staff informed regarding health matters potentially affecting CITY employees.
11. Other necessary medical services, as needed.

B. Reports and Records:

The CONTRACTOR shall maintain complete records on each individual examined/treated. All medical reports produced, generated or disseminated by the provider to the City shall be the sole property of the CITY and shall be in custody of the CONTRACTOR in order to maintain medical confidentiality. All reports and records may not be used or reproduced in any form without the express written consent of the CITY in advance. Access to such records and reports shall be granted only to the City of Naples City Manager, Human Resources Director, or their immediate designee, shall be made in writing, and shall include justifiable reasons for access request. Employees or applicants who have requested a copy of any report or record must submit a written request to the City of Naples Human Resources Director in advance.

C. Invoicing:

The CONTRACTOR shall invoice the CITY on a monthly basis for all services rendered during the month. Billing shall reflect the patient's name, social security number, date of service, description of service performed and amount due. All invoices shall be broken down by category of testing (i.e. drug test, pre-employment physical, etc.). Prices cannot be increased during contract duration without at least a 60-day written notification with justification. Increases cannot be effective until the City responds positively or negatively with acceptance or denial. The CITY will provide within 30 calendar days and may require City Council approval.

Billing for Workers' Compensation medical services shall be directed to the CITY's workers' compensation carrier and/or third party claims administrator for processing. Applicable managed care network discounts will be applied, if any, and payment will be made pursuant to FS440.

D. Pricing:

The CONTRACTOR must provide a firm, fixed price for all services required. This price will provide a comprehensive occupational health program as shown in EXHIBIT B for the duration of the contract period.

**This does not include Workers' Compensation medical services. Workers' Compensation medical services shall be billed according to the Florida Workers' Compensation fee schedule.

E. Qualifications of the Physician and Staff:

To fulfill the minimum requirements of the Occupational Medical Services contract, the CONTRACTOR is required to ensure the direct employment of:

1. A qualified occupational medicine physician licensed to practice medicine in the state of Florida, who will serve as the principal physician and act as the Medical Director to the City of Naples;
2. A qualified medical review officer (MRO);

3. Qualified staff physicians and specialists licensed to practice medicine or their specialty in the state of Florida to fulfill the requirements for medical care under this contract;
4. Qualified registered nurses, and other medical professional staff necessary to fulfill the scope of services requested herein, and;
5. Qualified staff dedicated to the CITY's account to act as general contact with appropriate CITY personnel in order to perform daily liaison and case management activities.

HEALTH SERVICES

A. Pre-placement Physical Examinations:

Physician or appropriately licensed and authorized designee shall be provided with the job description for each applicant to be evaluated. The physician shall review the job description in order to clarify the job's physical criteria and evaluate the candidate to determine the potential for successful performance.

1. Content:

Physician(s) shall perform a thorough physical examination of each patient. Standard tests may include, but are not limited to height and weight relative to body structure using appropriate tables, blood pressure/pulse, review of all body systems, extremities, skin, etc., vision/color vision examination, and hearing examination. A medical/family history questionnaire shall be completed for each patient. A description of the job for which the applicant will be performing will be provided to the physician. All information and exam results should be reviewed by physician and take into consideration when performing medical examination.

2. Type:

There are five (5) classifications of persons requiring pre-placement physical examinations: 1) general applicants, 2) safety sensitive (DOT) applicants, 3) fire fighters, please refer to, **EXHIBIT A-1** 4) police officers, please refer to, **EXHIBIT A-2** and 5) seasonal/temporary applicants. The requirements for each classification are listed on the rate schedule below.

B. Annual Physical Examinations:

There are two (2) groups of employee who may require annual physical examinations as outlined below. Safety sensitive positions may require a bi-annual physical exam as required under Federal DOT guidelines. Annual firefighter medical examinations may be required by collective bargaining agreement. See Fire Fighter Medical Evaluations for details (**EXHIBIT A-1**)

An updated medical/family history questionnaire shall be obtained from each employee and a job description, to be utilized by the physician during the examination process.

C. Employee Wellness and Inoculations:

Services may include, but not be limited to, hepatitis A and/or hepatitis B inoculations, anti-body/titer to determine level of immunity, and conducting on-site flu vaccinations. Other services geared employee wellness, safety and health may be requested as needed.

D. Fitness for Duty Examinations:

At the discretion of the CITY, employees may be referred to the occupational medical services provider for a Fitness for Duty examination to determine if an employee is fit for duty due to an illness/injury, extended period of absence or as determined by the CITY. This examination may include urinalysis, updated medical/family history questionnaire, review of medical records from other providers, peer to peer consultation with employee's primary care physician or other provider, and review of job description.

Fitness for duty examinations are for non-workers' compensation situations.

E. Other Health Services:

Occupational medical services provider shall provide the following services: (Indicate if inclusive or excludes MRO Services)

1. Drug Screens

General Applicant Post-offer/Pre-Employment (5 Panel)

Fire & Police Applicant Post-offer/Pre-Employment (8 Panel)

Non-DOT Post Accident/Reasonable Suspicion (Florida 5 Panel)

Police Officer Post-Accident/Reasonable Suspicion (Florida 8 Panel)

2. Antibody/Titer Tests for Hepatitis A, B, C and HIV

3. Pulmonary Function Test (Fire Fighter, Plant Operators and Utility Technicians)

4. Cardiac Stress Test (Fire Fighter)

5. Chest X-ray (Police Officer, Fire Fighter, Plant Operators and Utility Technicians)

F. Advanced Medical of Naples Comments:

1. The CITY requires that a physician must be available within one (1) business day to respond to inquiries from the individual patient as well as from the CITY concerning any test performed:

Response: The office is open seven days a week and has dedicated staff as contacts to assist with questions that may arise

2. The CITY requires that a physician must be able to perform a physical with five (5) business days from the date of employment.

Response: We have a total of nine providers covering 7 days a week. So, within 5 days or same day shouldn't be a problem.

3. The CITY requires that test results shall be provided within 3 three day.
Response: Most all reference lab testing for all occupational [medicine] is 24 hours. Positive drug screens are 48-72 hours and patient must be notified before the employer and that is the only time there could be a delay.
4. The CITY requires that the physician will be required to make a justifiable recommendation as the ability of the applicant and/or current employee, as applicable, to perform the duties of the position, and assess current medical status relative to possible future problems.
Response: We have no issue with that and our office has been providing that service for a long time.
5. The CITY requires the provider must possess capability for collection of urine samples, conduct alcohol tests, and perform fitness for duty physical evaluations in response to critical times of 24 hours or less for post accident and reasonable suspicion testing situation and other emergency or critical situations.
Response: As before, we have extended hours and our drug screening department carries a pager for any after hours need that arise, for post accident or reasonable suspicion.
6. The CITY requires the provider shall indicate ability to receive automated tests results form a certified lab. Any lab utilized other that which is in place and approved at the time contract execution must be disclosed to and approved buy the City of Naples in advance.
Response: We receive all testing electronically from all reference labs. See lab list attached as vendors for this contract.
7. The CITY requires the provider must indicate ability perform services on a 24-hour, 7 day a week basis. Otherwise, provide established hours of operation.
Response: Mon-Fri 7AM to 8PM. Sat/Sun 9AM to 5PM. Pager service for afterhours screening for reasonable suspicion/post accident 24/7. Office is closed on Thanksgiving, Christmas and New Years Day only.
8. The CITY requests that provider be available to speak to employee groups on education topics, If so, list topics.
Response: Health Wellness, Nutrition, Cardiac Disease, Diabetes, Anti-Aging Strategies, Supplements, Current Trends in Medicine to prevent Cancer, Heart Disease and Diabetes, Family Health, Screening Guidelines, Muscular/Spine injuries/Lifting, OSHA Blood Bourne Pathogens

Fire Fighter Medical Evaluations

1. Medical History
2. Physical Examination including:
 - a. Vital Signs
 - b. Head, eyes, ears, nose and throat (HEENT)
 - c. Neck
 - d. Cardiovascular
 - e. Pulmonary
 - f. Breast
 - g. Gastrointestinal (including rectal exam for mass and occult bleeding)
 - h. Genitourinary (including pap, testicular exam and rectal exam for prostate mass)
 - i. Hernia
 - j. Lymph Nodes
 - k. Neurological
 - l. Musculoskeletal
 - m. Skin (including screening for various skin cancers)
 - n. Vision
3. Blood Tests including:
 - a. CBC with differential, RBC Indices and Morphology and Platelet Count
 - b. Electrolytes (Na, K, Cl, HCO₃ or CO₂)
 - c. Renal Functions(BUN, Creatine)
 - d. Glucose
 - e. Liver Function Tests (ALT, AST, Bilirubin, Alkaline Phosphate)
 - f. Total Cholesterol, HDL, LDL and Triglycerides
 - g. Prostate Specific Antigen (PSA) for Male Fire Fighters over age 40 for those with positive family history or of African-American heritage or for all Fire Fighters after age 50
4. Urinalysis screening for:
 - a. Glucose, Ketones, Leukocyte Esterase, Protein, Blood and Bilirubin
 - b. RBC, WBC and Crystals
 - c. Occupational Chemical Exposure
 - d. Illegal Drug Use
5. Vision Tests
6. Audiograms
7. Spirometry
8. Chest X-ray
9. Lumbar Spine X-ray
10. Electrocardiogram

Police Officer Medical Examinations

1. Medical History
2. Physical Examination including:
 - a. Vital Signs
 - b. Head, eyes, ears, nose and throat (HEENT)
 - c. Neck
 - d. Cardiovascular
 - e. Pulmonary
 - f. Breast
 - g. Gastrointestinal (including rectal exam for mass and occult bleeding)
 - h. Genitourinary (including pap, testicular exam and rectal exam for prostate mass)
 - i. Hernia
 - j. Lymph Nodes
 - k. Neurological
 - l. Musculoskeletal
 - m. Skin (including screening for various skin cancers)
 - n. Vision
3. Blood Tests including:
 - a. CBC with differential, RBC Indices and Morphology and Platelet Count
 - b. Electrolytes (Na, K, Cl, HCO₃ or CO₂)
 - c. Renal Functions(BUN, Creatine)
 - d. Glucose
 - e. Liver Function Tests (ALT, AST, Bilirubin, Alkaline Phosphate)
4. Urinalysis screening for:
 - a. Glucose, Ketones, Leukocyte Esterase, Protein, Blood and Bilirubin
 - b. RBC, WBC and Crystals
 - c. Illegal Drug Use
5. Vision Test
6. Hearing Test (Whisper Voice)
7. Chest X-ray
8. Lumbar Spine X-ray
9. Electrocardiogram

EXHIBIT B

BASIS OF COMPENSATION

As consideration for providing the Services as set forth in the Agreement, the CITY agrees to pay, and the CONTRACTOR agrees to accept payment on a time and reimbursement cost basis as follows:

**OCCUPATIONAL MEDICAL SERVICES
RFP RATE SCHEDULE**

<u>SERVICE</u>	<u>ANNUAL EST. QTY</u>	<u>UNIT COST</u>
A. PRE-EMPLOYMENT PHYSICALS		
General Applicant <i>5 panel drug screen; nicotine; MRO; Basic physical including lumbar spine; no x-rays</i>	25	\$ <u>143.00</u>
Public Works w/ potential for exposure to asbestos <i>5 panel drug screen; nicotine; MRO; Basic physical including lumbar spine, chest x-ray and spirometry</i>	20	\$ <u>263.00</u>
Safety Sensitive/DOT Applicants <i>NIDA drug screen; nicotine; MRO; DOT physical; urinalysis; and lumbar x-ray</i>	15	\$ <u>198.00</u>
Seasonal/Temporary Applicants <i>5 panel drug screen; nicotine; MRO</i>	35	\$ <u>68.00</u>
Fire Fighter Applicants <i>8 panel drug screen; nicotine; MRO; physical per State requirements (see attached)</i>	8	\$ <u>751.00</u> 772.00 w/PSA
Police Officer Applicants <i>8 panel drug screen; nicotine; MRO; physical per State requirements (see attached)</i>	6	\$ <u>536.00</u>
B. ANNUAL PHYSICAL EXAMINATIONS		
Safety Sensitive Position Employees <i>Bi-annual physical exam as required under Federal DOT guidelines - including urinalysis</i>	10	\$ <u>85.00</u>
Fire Fighters <i>Physical exam as mandated by collective bargaining agreement; including PSA</i>	12	\$ <u>>40 = 433.00</u> <u>w/PSA = 454.00</u> <u>>40 = 629.00</u>
<i>Above without PSA</i>	12	\$ <u>See above</u>
C. EMPLOYEE WELLNESS AND INNOCULATIONS		
Flu Vaccinations	150	\$ <u>18.00</u>
Tetanus Boosters	12	\$ <u>35.00</u>
Hepatitis A Vaccinations (2 series)	25	\$ <u>170.00</u>
Hepatitis B Vaccinations (3 series)	50	\$ <u>198.00</u>

D. FITNESS FOR DUTY

Physical examination (for non-workers' compensation); review job description

Basic	4	\$ <u>250.00</u>
Intermediate	2	\$ <u>350.00</u>
Complex	1	\$ <u>450.00</u>

E. OTHER HEALTH SERVICES

Drug Screens

Non-DOT Post Accident/RS (Fl. 5 panel + MRO) 5 \$ 50.00

Police Off. Post Accident/RS (8 panel + MRO) 5 \$ 55.00

Tuberculosis (TB Tyne) 10 \$ 20.00

Antibody/Titer

Hep A 10 \$ 35.00

Hep B 20 \$ 35.00

Hep C 1 \$ 35.00

HIV 1 \$ 35.00

Pulmonary Function Test 20 \$ 55.00

Fire fighters, plant operators and utility Technicians

Cardiac Stress Test (*Fire fighters*) 8 \$ 175.00

Chest X-ray (*police officer, fire fighter, plant operator and utility technicians*) 20 \$ 65.00

EXHIBIT C

GENERAL INSURANCE REQUIREMENTS

The Contractor shall not commence work until he has obtained all the insurance required under this heading, and until such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work until all similar insurance required of the subcontractor has also been obtained and approved by the Owner.

Certificates of insurance must be issued by an authorized representative of the insurance company at the request and direction of the policyholder and must include sufficient information so as to identify the coverage and the contract for Owner's improvements for which they are issued. Certificates of insurance must be issued by a nationally recognized insurance company with a Best's Rating of no less than B+VII, satisfactory to the Owner, and duly licensed to do business in the state of said Contract.

The Contractor shall procure and maintain, during the life of this Contract, Workmen's Compensation Insurance for all of his employees to be engaged in work under this Contract, and he shall require any subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work, unless such employees are covered by the protection afforded by the Contractor's insurance. In case any employees are to be engaged in hazardous work under this Contract, and are not protected under this Workmen's Compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide, adequate coverage for the protection of such employees. It is acceptable to use a State-approved Workmen's Compensation Self-Insurance fund.

The Contractor shall take out and maintain during the life of this Contract, Public Liability and Property Damage and shall include Contractual Liability, Personal Injury, Libel, Slander, False Arrest, Malicious Prosecution, Wrongful Entry or Eviction, Broad Form Property Damage, Products, Completed Operations and XCU Coverage to be included on an occurrence basis, and to the full extent of the Contract to protect him, the Owner, and any subcontractor performing work covered by this Contract from damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either of them. The Contractor shall also maintain automobile liability insurance including "non-owned and hired" coverage. The entire cost of this insurance shall be borne by the Contractor.

The amount of such insurance shall be no less than \$1,000,000 annual aggregate for bodily injury and property damage combined per occurrence.

The City of Naples must be named as Additional Insured on the insurance certificate and the following must also be stated on the certificate. "These coverage's are primary to all other coverage's the City possesses for this contract only." The City of Naples shall be named as the Certificate Holder. The Certificate Holder shall read as follows:

The City of Naples
735 Eighth Street South
Naples, Florida 34102

No City Division, Department, or individual name should appear on the Certificate.
No other format will be acceptable.

The Certificate must state the bid number and title.

When using the ACORD 25 – Certificate of Insurance only the most current version will be accepted.

The City of Naples requires a copy of a cancellation notice in the event the policy is cancelled. The City of Naples shall be expressly endorsed onto the policy as a cancellation notice recipient.

[If other insurance or insurance requirements or any waivers, attach as Exhibit C-1 through C-__]

EXHIBIT D

CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS

The undersigned, is the _____ of the **Advance Medical of Naples LLC** ("the CONTRACTOR"), and hereby certifies to the following:

1. The CONTRACTOR is in full compliance with all provisions of the Immigration Reform and Control Act of 1986 ("IRCA"), as well as all related immigration laws, rules, regulations pertaining to proper employee work authorization in the United States.

2. The undersigned has verified that the CONTRACTOR has obtained and maintains on file, and will continue to obtain and maintain on file, all documentation required by law, including but not limited to, Form I-9, Employment Eligibility Verification, for all persons employed by or working for the CONTRACTOR in any capacity on any project for the City of Naples (CITY). All such persons have provided evidence of identity and eligibility to work to the CONTRACTOR in accordance with the IRCA and related law. The undersigned hereby affirms that no person has been or will be employed by the CONTRACTOR to work on projects for the CITY who is not authorized to work under law. The undersigned further affirms that the CONTRACTOR's files will be updated by written notice any time that additional employees work on projects for the CITY.

3. The CONTRACTOR will have its contractors, subcontractors, suppliers and vendors who are involved in projects for the CITY to sign a written acknowledgment that they too are in compliance with immigration law. It is understood that failure to do so could result in the CONTRACTOR being liable for any violation of the law by such third parties.

4. The CONTRACTOR will fully cooperate with and have its contractors, subcontractors, suppliers and vendors to fully cooperate with, all inquiries and investigations conducted by any governmental agency in connection with proper compliance with the laws pertaining to appropriate work authorization in the United States.

5. The undersigned, on behalf of the CONTRACTOR, acknowledges that this Certification may be relied upon by the CITY, its officers, directors, employees, and affiliates or related persons and entities.

6. If it is found that the CONTRACTOR has not complied with the laws pertaining to proper employment authorization, and any legal and administrative action ensues against the CITY, the CONTRACTOR will indemnify, defend and hold the CITY harmless along with their officers, directors, employees, and affiliated or related persons and entities.

7. The CONTRACTOR acknowledges that the CITY by their authorized representatives shall have the right, at any time, upon 24 hours notice, to examine the CONTRACTOR's books and records to confirm that the CONTRACTOR is in compliance with the terms of this certification.

Executed this 19 day of September, 2012.

By: Patricia M. Jackson