

## AGREEMENT BETWEEN COUNTY AND FIRM

This Agreement Between County and Firm, (this “Agreement”) made and entered into by and between Marion County, a political subdivision of the State of Florida, located at 601 SE 25<sup>th</sup> Ave, Ocala, FL 34471 (hereinafter referred to as “COUNTY”) and **Occupational Health Centers of the Southwest, P. A. d/b/a Concentra Medical Centers**, located at 2221 SW 19th Ave Rd Ste. 100, Ocala , FL 34471, possessing FEIN# 75-2014828 (hereinafter referred to as “FIRM”) under seal for the Ultrasound Screening & Firefighter Annual Physicals, (hereinafter referred to as the “Project”), and COUNTY and FIRM hereby agreeing as follows:

### WITNESSETH:

In consideration of the mutual covenants and promises contained herein, COUNTY and FIRM (singularly referred to as “Party”, collectively “Parties”) hereto agree as follows:

**Section 1 – The Contract Documents.** The Contract Documents are defined as this Agreement, the Specifications, the Drawings, all Purchase Orders, Change Orders and Field Orders issued hereafter, any other amendments hereto executed by the Parties hereafter, together with the following (if any):

**Marion County Bid #23P-143 - Ultrasound Screening & Firefighter Annual Physicals, the Offer, Project Bid Scope and or Specifications, Plans and Drawings, any/all Addenda as issued in support of this Bid, and Certificate of Insurance.**

Should any conflict arise between the contract documents and the Agreement, the terms of the Agreement shall govern.

**Section 2 – Entire Agreement.** The Contract Documents form the agreement between Parties for the Project and the FIRM acknowledges receipt of a copy of each and every Contract Document. The Contract Documents represent the entire and integrated agreement between the Parties and supersede prior negotiations, representations or agreements, either written or oral. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than COUNTY and FIRM.

**Section 3 – Term.** This Agreement shall commence on January 1, 2024 and shall be effective through December 31, 2024 (“Term”). Three (3) annual renewal options shall be available upon written mutual agreement. All Work, defined herein, will proceed in a timely manner without delays.

**Section 4 – Scope of Services.** FIRM shall complete the Work for Project 23P-143, more fully described as Ultrasound Screening for Marion County Firefighters, as set forth on Exhibit A – Scope of Work hereto, and according to the timeframe as noted herein. Additional services for Firefighter Annual Physicals may be negotiated and added after initial term, with written agreement by both parties and upon approval by Marion County Board of County Commissioners.

**Section 5 – Compensation.** COUNTY shall make payment to FIRM under COUNTY’s established procedure, per the Fee Schedule – Exhibit B, (the “Agreement Price”), upon completion of the Work. There shall be no provisions for pricing adjustments.

**Section 6 – Assignment.** FIRM may not transfer, assign or subcontract all or any part of this Agreement without written approval by COUNTY.

**Section 7 – Laws, Permits, and Regulations.** Prior to the performance of any Work hereunder, FIRM shall obtain and pay for all licenses and permits, as required to perform the Work. FIRM shall at all times comply with all appropriate laws, regulations, and ordinances applicable to the Work provided under this Agreement.

**Section 8 – Amendments.** This Agreement may only be amended by mutual written agreement of both Parties.

**Section 9 – Books and Records.** FIRM shall keep records of all transactions, including documentation accurately reflecting the time expended by FIRM and its personnel. COUNTY shall have a right to request records from FIRM, and for those records to be made available within a reasonable timeframe depending on method of acquisition.

**Section 10 – Public Records Compliance**

**A. IF FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT COUNTY’S CUSTODIAN OF PUBLIC RECORDS AT:**

**Public Relations | 601 SE 25<sup>th</sup> Ave, Ocala, FL 34471**

**Phone: 352-438-2300 | Fax: 352-438-2309**

**Email: [publicrelations@marionfl.org](mailto:publicrelations@marionfl.org)**

- B. FIRM shall comply with public records laws, specifically:
- Keep and maintain public records required by COUNTY to perform the Work;
  - Upon request from COUNTY's custodian of public records, provide 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;
  - 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 Term and following completion of this Agreement if FIRM does not transfer the records to COUNTY; and,
  - Upon completion of this Agreement, transfer, at no cost, to COUNTY, all public records in possession of FIRM or keep and maintain public records required by COUNTY to perform the Work. If FIRM transfers all public records to COUNTY upon completion of this Agreement, FIRM shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If FIRM keeps and maintains public records upon the completion of this Agreement, FIRM shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY's custodian of public records, in a format that is compatible with the information technology systems of COUNTY.
- C. If FIRM fails to provide the public records to COUNTY within a reasonable time, FIRM may be subject to penalties under Section 119.10 Florida Statutes and may be subject to unilateral cancellation of this Agreement by COUNTY. This section shall survive the termination of the Agreement.

**Section 11 – Indemnification.** FIRM shall indemnify and hold harmless COUNTY, its officers, employees, and agents from all suits, claims, or actions of every name and description brought against COUNTY for liabilities, damages, losses, and costs, including but not limited to reasonable attorneys’ fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of FIRM and other persons employed or utilized by FIRM in the performance of this Agreement. This Section shall not be construed in any way to alter COUNTY’s waiver of sovereign immunity or the limits established in Section 768.28, Florida Statutes. This section shall survive the termination of the Agreement.

**Section 12 – Insurance.** As applicable, during the period of Work, insurance policies shall be with a company or companies authorized to do business in the State of Florida. COUNTY shall be notified if any policy limit has eroded to one half its annual aggregate. FIRM shall provide, within the timeframe noted in the Award Letter, a Certificate of Insurance, issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least A-. Self-Insured companies that cannot be rated, will also be considered. All policies must include all requirements listed below, reference the project number and show Marion County as additional insured. The Certificate should also provide for 30-day cancellation notice to the Procurement Director’s address, set forth herein.

**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws.

- Employer's Liability limits for not less than \$100,000 each accident \$500,000 disease policy limit and \$100,000 disease each employee must be included.
- The FIRM, and its insurance carrier, waives all subrogation rights against Marion County, a political subdivision of the State of Florida, its officials, employees and volunteers for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.

- The County requires all policies to be endorsed with WC00 03 13 Waiver of our Right to Recover from others or equivalent.

**COMMERCIAL GENERAL LIABILITY**

Coverage must be afforded under a Commercial General Liability policy with limits not less than

- \$1,000,000 each occurrence for Bodily Injury, Property Damage and Personal and Advertising Injury
- \$2,000,000 each occurrence for Products and Completed Operations

**BUSINESS AUTOMOBILE LIABILITY**

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$500,000 combined single limit each accident.

- In the event the FIRM does not own vehicles, the FIRM shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Section 13 – Independent Contractor.** In the performance of this Agreement, FIRM will be acting in the capacity of an “Independent Contractor” and not as an agent, employee, partner, joint venture, or associate of COUNTY. FIRM shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by FIRM in the full performance of this Agreement.

**Section 14 – Default/Termination.** In the event FIRM fails to comply with any of the provisions of this Agreement, COUNTY may terminate this Agreement for cause by first notifying FIRM in writing, specifying the nature of the default and providing FIRM with a reasonable period of time in which to rectify such default. In the event the default is not cured within the time period given, COUNTY thereafter may terminate this Agreement for cause upon written notice to FIRM without prejudice to COUNTY. In the event of termination of this Agreement for cause, COUNTY will then be responsible to compensate FIRM only for those services timely and satisfactorily performed pursuant to this Agreement up to the date of termination. COUNTY may terminate this Agreement without cause providing at least thirty (30) days written notice to FIRM. In the event of termination of this Agreement without cause, COUNTY will compensate FIRM for all services timely and satisfactorily performed pursuant to this Agreement up to and including the date of termination. Notwithstanding any other provision of this Agreement, this Agreement may be terminated if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining COUNTY or other public entity obligations under this Agreement. COUNTY shall have no further obligation to FIRM, other than to pay for services rendered prior to termination.

**Section 15 – Damage to Property.** FIRM shall be responsible for all material, equipment and supplies sold and delivered to COUNTY under this Agreement and until final inspection of the Work and acceptance thereof by COUNTY. In the event any such material, equipment and supplies are lost, stolen, damaged or destroyed, or COUNTY property, buildings, or equipment is damaged during delivery or unloading, or in the course of the WORK prior to final inspection and acceptance, FIRM shall replace the same or be returned to original state without additional cost to COUNTY, as applicable.

**Section 16 – Termination for Loss of Funding/Cancellation for Unappropriated Funds.** The obligation of COUNTY for payment to FIRM is limited to the availability of funds appropriated in a current fiscal period, and continuation of this Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

**Section 17 – Use of Other Contracts.** COUNTY reserves the right to utilize any COUNTY contract, State of Florida contract, city or county governmental agencies, school board, community college/state university system, or cooperative bid agreement. COUNTY reserves the right to separately bid any single order or to purchase any item on this Agreement if it is in the best interest of COUNTY.

**Section 18 – Employee Eligibility Verification.** COUNTY hereby affirms it is duly registered, uses, and adheres to the practices of the E-Verify system, including those outlined in the clauses below.

Beginning January 1, 2021, Section 448.095, F.S., requires FIRM to register and use the E-Verify system to verify the work authorization status of all newly hired employees and prohibits FIRM from entering into this Agreement unless it is in compliance therewith. Information provided by FIRM is subject to review for the most current version of the State or Federal policies at the time of the award of this Agreement.

By previously signing the ITB Acknowledgment and Addenda Certification Form, and this Contract, FIRM has agreed to perform in accordance with the requirements of this subsection and agrees:

- a) It is registered and uses the E-Verify system to verify work authorization status of all newly hired employees.
- b) COUNTY shall immediately terminate FIRM if COUNTY has a good faith belief that FIRM has knowingly violated Section 448.09(1), F.S., that is, that FIRM knowingly employed, hired, recruited, or referred either for itself or on behalf of another, private or public employment within the State an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States.
- c) If FIRM enters into a contract with a subcontractor, FIRM shall obtain from the subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
- d) FIRM shall maintain a copy of such affidavit for the duration of this Agreement and provide it to COUNTY upon request.
- e) FIRM shall immediately terminate the subcontractor if FIRM has a good faith belief that the subcontractor has knowingly violated Section 448.09(1), F.S., as set forth above.
- f) If COUNTY has a good faith belief that FIRM's subcontractor has knowingly violated Section 448.095, F.S., but that FIRM has otherwise complied, COUNTY shall promptly order FIRM to terminate the subcontractor. FIRM agrees that upon such an order, FIRM shall immediately terminate the subcontractor. FIRM agrees that if it should fail to comply with such an order, COUNTY shall immediately terminate FIRM.
- g) If COUNTY terminates this Agreement with FIRM, FIRM may not be awarded a public Agreement for at least one (1) year after the date of termination.
- h) FIRM is liable for any additional costs incurred by COUNTY as a result of a termination under this subsection.
- i) Any such termination under this subsection is not a breach of this Agreement and may not be considered as such.
- j) FIRM shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system, including the registration and use by its subcontractors, and to make such records available to COUNTY or other authorized governmental entity.
- k) To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this Agreement and COUNTY may treat a failure to comply as a material breach of this Contract.

**Section 19 – Force Majeure.** Neither FIRM nor COUNTY shall be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control and not a result of the fault or negligence of, the affected Party (a "Force Majeure Event"). If a Party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such Party shall immediately provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The Party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), acts of God, war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes and severe floods, pandemics and epidemics.

**Section 20 – Counterparts.** Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the Parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. COUNTY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

**Section 21 – FIRM Conduct:** These Guidelines govern FIRM while doing work on COUNTY property, as well as its employees, agents, consultants, and others on COUNTY property in connection with FIRM's work or at FIRM's express or implied invitation.

- **Courtesy and Respect:** COUNTY is a diverse government institution and it is critical that FIRM and its employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all staff, guests, or visitors.
- **Language and Behavior:** FIRM and its employees cannot engage in behavior that is rude, threatening, or offensive. Use of profane or insulting language is prohibited. Harassment of any type, including sexual

harassment is strictly prohibited. Abusive, derogatory, obscene or improper language, gestures, remarks, whistling, cat calls or other disrespectful behavior cannot be tolerated. Roughhousing, fighting, fisticuffs, physical threats, destruction of property, vandalism, littering, or physical abuse of anyone on COUNTY property is not permitted under any circumstance.

- **No Weapons, Alcohol, or Drugs:** The use, possession, distribution, or sale of any weapon, alcohol, illegal drug, or controlled dangerous substance by FIRM or its employees is prohibited. Offenders will be removed from COUNTY property and/or reported to law enforcement.
- **Smoking:** FIRM and its employees are not permitted to smoke in or near any COUNTY buildings.
- **Fraternalization:** FIRM and its employees may not fraternize or socialize with COUNTY staff.
- **Appearance:** FIRM and its employees are required to wear appropriate work wear, hard hats and safety footwear, as the case may be, while on the job. Articles of clothing must be neat and tidy in appearance, and cannot display offensive or inappropriate language, symbols or graphics. COUNTY has the right to decide if such clothing is inappropriate.

FIRM is responsible for its employees, agents, consultants and guests. If prohibited conduct does occur, FIRM will take all necessary steps to stop and prevent any future occurrence. Any breach of these conditions will result in the removal of the person responsible from COUNTY property and prohibited actions could result in the immediate termination of any or all of FIRM's contracts with COUNTY.

**Section 22 – Authority to Obligate.** Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and bind and obligate such Party with respect to all provisions contained in this Agreement.

**Section 23 – Law, Venue, Waiver of Jury Trial, Attorney's Fees.** This Agreement and all the Contract Documents shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. In the event of any legal proceeding arising from or related to this Agreement; (1) venue for state or federal legal proceedings shall be in Marion County, Florida, (2) for civil proceedings, the parties consent to trial by the court and waive right to jury trial, (3) the prevailing party shall be entitled to recover all of its costs, including attorney fees. This section shall survive the termination of the Agreement.

**Section 24 – Scrutinized Companies, pursuant to Section 287.135, F.S.**

**A. Certification.**

1. If this Agreement is for One Million Dollars or more, FIRM certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, FIRM was not then and is not now:
  - a. On the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S., or
  - b. Engaged in business operations in Cuba or Syria.
2. If this Agreement is for any amount, FIRM certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, FIRM was not then and is not now:
  - a. On the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or
  - b. Engaged in a boycott of Israel.

**B. Termination, Threshold Amount.** COUNTY may, entirely at its option, terminate this Agreement if it is for One Million Dollars and FIRM meets any of the following criteria.

1. Was entered into or renewed on or after July 1, 2011, through June 30, 2012, and FIRM is found to meet any of the following prohibitions:
  - a. Submitted a false certification as provided under Section 287.135(5), F.S., or
  - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.
2. Was entered into or renewed on or after July 1, 2012, through September 30, 2016, and FIRM is found to meet any of the following prohibitions:
  - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
  - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
  - c. Been engaged in business operations in Cuba or Syria.
3. Was entered into or renewed on or after October 1, 2016, through June 30, 2018, and FIRM is found to meet any of the following conditions:
  - a. Submitted a false certification as provided under Section 287.135(5), F.S.;

- b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.;
  - c. Been engaged in business operations in Cuba or Syria; or
  - d. Been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.
4. Was entered into or renewed on or after July 1, 2018, and FIRM is found to meet any of the following prohibitions:
- a. Submitted a false certification as provided under Section 287.135(5), F.S.;
  - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
  - c. Been engaged in business operations in Cuba or Syria.
- C. **Termination, Any Amount.** COUNTY may, entirely at its option, terminate this Agreement if it is for any amount and meets any of the following criteria.
- 1. Was entered into or renewed on or after July 1, 2018, and
  - 2. FIRM is found to have been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.
- D. **Comply; Inoperative.** The Parties agree to comply with Section 287.135, F.S., as it may change from time to time during the Term. The contracting prohibitions in this Section become inoperative on the date that Federal law ceases to authorize the State of Florida to adopt and enforce such contracting prohibitions.

**Section 25 – Sovereign Immunity.** Nothing in the Agreement shall be deemed to waive the sovereign immunity protections provided COUNTY pursuant to Florida law. Notwithstanding anything stated to the contrary in the Agreement, any obligation of COUNTY to indemnify FIRM, if provided, is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes. This Section shall survive the termination of the Agreement.

**Section 26 – On-Going Compliance.** The Parties acknowledge that the Agreement may contain provisions prescribed by laws, statutes, and regulations that can change during the Term of the Agreement. The Parties understand and agree that the Agreement is intended to reflect and require the Parties’ compliance with all laws at all times. The Parties expressly and specifically agree to perform the Agreement in full compliance with the governing laws, statutes, and regulations, as same may change from time to time.

**Section 27 – Exhibits/Attachments.** The following attachments are hereby incorporated into this Agreement as part hereof as though fully set forth herein: **EXHIBIT A – Scope of Work**  
**EXHIBIT B – Fee Schedule**

**Section 28 – Notices.** The Agreement provides for Notices and all other communications to be in writing and sent by certified mail return receipt requested or by hand delivery. FIRM’s and COUNTY’s representatives and addresses for notice purposes are:

FIRM: Occupational Health Centers of the Southwest, P. A. dba Concentra Medical Centers  
2221 SW 19th Ave Rd Ste. 100, Ocala , FL 34471  
CONTACT PERSON: Tony Silva | Phone: 352-629-9100

COUNTY: Marion County Human Resources  
c/o Marion County, a political subdivision of the State of Florida  
601 SE 25<sup>th</sup> Ave, Ocala, FL 34471

**A copy of all notices to COUNTY hereunder shall also be sent to:**

Procurement Services Director  
Marion County Procurement Services Department  
2631 SE 3rd St., Ocala, FL 34471

Alternatively, the parties may elect to receive said notices by e-mail. COUNTY hereby elects to receive all notices solely by email and designates its email address as [procurement@marionfl.org](mailto:procurement@marionfl.org). If FIRM agrees to accept all notices solely by e-mail and acknowledges and accepts the inherent risks that come with accepting notices solely by e-mail, FIRM may designate up to two

(2) e-mail addresses: [Tony\\_Silva@concentra.com](mailto:Tony_Silva@concentra.com) and [DKPayne@concentra.com](mailto:DKPayne@concentra.com). Designation signifies FIRM's election to accept notices solely by e-mail.

IN WITNESS WHEREOF the Parties have entered into this Agreement, as approved by the Marion County Board of County Commissioners, on the date of the last signature below.

**ATTEST:**

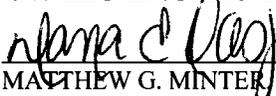
  
\_\_\_\_\_  
GREGORY C. HARRELL, DATE 9/6/2023  
MARION COUNTY CLERK OF COURT

**MARION COUNTY, A POLITICAL SUB-DIVISION OF THE STATE OF FLORIDA**

  
\_\_\_\_\_  
CRAIG CURRY DATE 9/6/2023  
CHAIRMAN

**FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY**

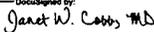
**BCC APPROVED:** September 6, 2023  
23P-143 | Ultrasound Screening & Firefighter Annual Physicals

for  10/5/23  
\_\_\_\_\_  
MATTHEW G. MINTER DATE  
MARION COUNTY ATTORNEY

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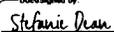
**WITNESS:**

**OCCUPATIONAL HEALTH CENTERS OF THE SOUTHWEST, P. A. DBA CONCENTRA MEDICAL CENTERS**

DocuSigned by:  
  
\_\_\_\_\_  
SIGNATURE  
Janet W. Cobb, MD, Vice President  
PRINTED NAME

DocuSigned by:  
 9/18/2023  
\_\_\_\_\_  
BY: DATE  
Robert G. Hasset, DO, MPH  
PRINTED:  
President, Treasurer & Corporate Secretary  
ITS: (TITLE)

**WITNESS:**

DocuSigned by:  
  
\_\_\_\_\_  
SIGNATURE  
Stefanie Dean, vice President and Senior Counsel  
PRINTED NAME

**23P-143**

**FIREFIGHTER ULTRASOUND SERVICES/ANNUAL PHYSICALS**

**EXHIBIT A**

**A. SCOPE OF SERVICES**

**1. BACKGROUND**

Marion County currently employs approximately 543 Firefighters listed in the Workers' Compensation class code of 7704. Marion County currently performs annual physicals based on the most current guidelines of the National Fire Protection Association (NFPA) 1582 standard to Firefighters.

Marion County Board of County Commissioners and the International Association of Firefighters Local #3169 entered into a Collective Bargaining Agreement (CBA) where Marion County is required to offer Ultrasound Testing per article 31.3.

The County will implement on a biennial basis the evaluation of the following: Ultrasound scans of the carotid arteries, aorta, liver, pancreas, gallbladder, kidneys, spleen, ovaries, uterus, testicles, prostate, bladder, and thyroid.

**2. TERM**

The term of the contract will be for a one (1) year period subject to three (3) additional one (1) year extensions if mutually agreed to by both parties.

**3. PRICING**

- a. Pricing shall be firm for the first contract year.
- b. Requests for price increases in the items listed on Fee Schedule must be submitted to the COUNTY in writing a minimum of ninety (90) days prior to the contract renewal date.
- c. Approval and continuation of any contracted services is contingent upon the approval of the Board of the County Commissioners and correct appropriations of funds designated.
- d. There shall be no fees for appointment cancellations and no shows.

**4. INVOICING AND PAYMENT**

- A. **INVOICING** – FIRM will be required to submit invoices promptly after completion of services provided to COUNTY. Invoices which do not reference the appropriate services provided or are to be considered erroneous (incorrect pricing, additional fees, etc.) shall be returned to the FIRM for resolution of the discrepancies.
- B. **PAYMENT** - Billing for the ultrasound and lab services rendered, will be billed to Marion County Fire Rescue Services.

**5. SUBCONTRACTING/ASSIGNMENT**

FIRM shall not assign/subcontract any work without the prior written approval of COUNTY. COUNTY reserves the right to decline any assignments/subcontracting.

**6. QUALIFICATIONS/EXPERIENCE/WORKLOAD**

FIRM must currently be providing similar services in Florida or be licensed to do so, and have been providing these services for a minimum of three (3) years.

**7. SERVICES**

FIRM shall furnish all labor, material, and equipment necessary for satisfactory contract performance. Ultrasound screenings performed on the following organs:

- Carotid Arteries
- Aorta
- Liver
- Pancreas

- Gallbladder
- Kidneys
- Spleen
- Ovaries/Uterus
- Testicles/Prostate
- Bladder
- Thyroid

**\*\*Please note that pricing for these screenings includes orders for testing, and results read by a Radiologist.**

LABS (included as part of cancer screening)

- Hemmocult Test (when requested)
- PSA (men)
- CA-125 (women)

Marion County Firefighters will schedule their appointments directly with FIRM.

FIRM shall perform Ultrasound screenings three (3) days per week, with labs drawn the same day.

Approximately 225 Ultrasound screenings shall be completed by FIRM no later than September 30, 2024.

**\*\*Annual Firefighter Annual Physicals may be added to the agreement, after the first term, upon mutual written agreement and pricing will be negotiated at that time.**

Services for Annual Firefighter Physicals should include the following but not be limited to:

- Height, weight, vital signs.
- 12 lead electrocardiogram (resting).
- Medical advice counseling, including feedback of testing information to the employer and employee.
- Spirometry.
- Vision test – near and far vision along with Ishihara color blindness check.
- Urinalysis (Urine Dipstick) to check for color, clarity, leukocytes, nitrites, PH, protein, glucose, ketones, urobilinogen, bilirubin, and blood.
- TB PPD Test – if patient has not had a positive test in the past.
- Comprehensive Metabolic Panel blood test to test for glucose, sodium and chloride, potassium, urea nitrogen (BUN), creatine, bun/creatinine ratio, uric acid, calcium and inorganic phosphorus, alkaline phosphatase, total protein, albumin and globulin, A/G ratio, SGOT (AST) and SGPT (ALT), LDH, total bilirubin, cholesterol and triglycerides, thyroxin (T4), HDL cholesterol, LDL cholesterol, total cholesterol, non-HDL Cholesterol, CBC series, Carbon Dioxide, A1C
  - Panel should also include: complete blood count, lipid panel, thyroid function panel (TSH), cardio C-reactive protein, prostate specific antigen, and blood-based cancer markers.
  - CA-125 Ovarian Cancer Marker
- Physical exam to include head, eyes with fundoscopy, ears, nose throat, neck, heart, chest, lungs, abdomen (Including hernia exam), extremities and back (system review).
- Stress test (treadmill) measuring the following: peak heart rate, systolic pressure (peak), pressure rate product, exertional hypertension including symptoms, minutes to onset, heart rate at onset, arrhythmia, electrocardiography, and summary of patient's results.
- A urine drug screening as listed in the chart attached for pre-employment and annual physicals of Fire Department's employees.
  - **NOTE:** Urine drug screening should comply with the U.S. Department of Human Services Mandatory Guidelines for Federal Workplace Drug Testing Program. National Institute of Drug Abuse Compliance Standards or other standards as approved by the County.
- Audiometric test.
- Skin Cancer Assessment
- Medical and Occupational injury illness review.
- Occupational Safety and Health Administration (OSHA) respirator questionnaire review.

- Provide a “Fit for Duty” status to the Employee Health Clinic upon completion of the annual physical and employee meets NFPA 1582 standards.
- The annual exam shall be in a location not to exceed 30 miles from the current Employee Clinic located at: 521 SE 26<sup>th</sup> Court Ocala, FL 34471.
- All blood work shall be collected prior to the employee’s exam and will be done at a central location chosen by the Customer and a schedule will be set up prior to the start date of the first physical to allow for processing of the blood work collection. The Firm may provide a recommendation for an alternative collection site; however, the Customer reserves the option to approve or deny the provided recommendation.

**RFP 23P-143**  
**Firefighter Annual Physicals & Ultrasound Screening**  
**APPENDIX A – PRICING WORKSHEET**

<b>OPTION A</b>		
<b>ULTRASOUND SERVICES</b>	<b>UNIT PRICE</b>	<b>COMMENTS</b>
Carotid Arteries	\$ 90.00	This is for limited study Ultrasound
Aorta	\$ 90.00	This is for limited study Ultrasound
Liver	\$ 90.00	Abdominal Study Includes: Liver, Pancreas, Gallbladder, Kidneys & Spleen
Pancreas	\$0.00	Included in the Abdominal Limited Study
Gallbladder	\$0.00	Included in the Abdominal Limited Study
Kidneys	\$0.00	Included in the Abdominal Limited Study
Spleen	\$0.00	Included in the Abdominal Limited Study
Pelvic Ultrasound for Women (includes Ovaries/Uterus)	\$ 90.00	This is for limited study Ultrasound
Pelvic Ultrasound for Men (includes Testicles/Prostate)	\$ 90.00	This is for limited study Ultrasound
Bladder	\$ 90.00	This is for limited study Ultrasound
Thyroid	\$ 90.00	This is for limited study Ultrasound
<b>SUB-TOTAL OPTION A</b>	<b>\$540</b>	Total Price only includes one of the Pelvic Ultrasounds, because it's based on gender.

<b>OPTION 2</b>		
<b>CARDIO-PULMONARY ASSESSMENT</b>	<b>UNIT PRICE</b>	<b>COMMENTS</b>
Echocardiogram (Heart Ultrasound)	\$90.00	This is for limited study Ultrasound
Resting EKG	\$ 48.00	
Pulmonary Function Test	\$45.00	
<b>PHYSICAL EXAM</b>	<b>UNIT PRICE</b>	<b>COMMENTS</b>
Vision Exam (Titmus)	\$ 27.00	
Occupational Hearing Exam	\$35.00	
Skin Cancer Assessment	\$ 0.00	Included in Firefigther Exam
Physical Exam and Personal Consultation with review of Results	\$ 90.00	
<b>BLOOD AND LABORATORY TESTS</b>	<b>UNIT PRICE</b>	<b>COMMENTS</b>
Hemmocult Test	\$65.50	
Urinalysis	\$0.00	Included in General Health Panel
Lipid Panel	\$ 57.00	
Diabetes Tests (Hemoglobin A1C and Glucose)	\$ 58.00	Only performed if glucose is elevated in General Health Panel
Complete Blood Count	\$ 0.00	Included in General Health Panel
Comprehensive Metabolic Panel	\$ 0.00	Included in General Health Panel
General Health Panel (TSH, CBC, Chemistry 23 (glucose), CMP, UA)	\$ 92.50	
PSA (men)	\$ 60.00	
CA-125 (women)	\$ 49.00	
<b>MEDICAL CLEARANCES</b>	<b>UNIT PRICE</b>	<b>COMMENTS</b>
OSHA Respirator Medical Clearance (and Questionnaire)	\$25.00	
Firefighter Medical Clearance NFPA 1582 as needed	\$ 0.00	Included in Firefighter Exam
<b>SUB-TOTAL OPTION 2</b>	<b>\$742</b>	

**APPENDIX A – PRICING WORKSHEET CONT'D**

<b>ADDITIONAL TESTS AVAILABLE</b>	<b>UNIT PRICE</b>	<b>COMMENTS</b>
Chest Xray with Radiologist Review	\$ 65.00	2 Views
<b>Lumbar Xray with Radiologist Review</b>	<b>\$ 72.50</b>	<b>3 Views. Not Recommended</b>
Urine Drug Screen, 10 Panel	\$ 51.00	Florida Drug Free Workplace
<b>Drug Rescreen with confirmation</b>	<b>\$ 20.00</b>	
Medical Review Officer as indicated/Secondary Review	\$ 0.00	Included in Urine Drug Screen price
<b>Quantiferon TB Blood Test</b>	<b>\$ 250.00</b>	<b>Could substitute T Spot TB Test for \$151.50</b>
TB Symptom Screen	\$20.00	
<b>PPD Skin Test</b>	<b>\$ 33.00</b>	
Hepatitis A Screening Test	\$ 98.50	Hepatitis Panel (ABC) includes Hep A,B & C
<b>Hepatitis B Screening Test</b>	<b>\$ 0.00</b>	<b>Included in Hepatitis Panel (ABC)</b>
Hepatitis C Screening Test	\$ 0.00	Included in Hepatitis Panel (ABC)
<b>Hepatitis A Titer (Test for Immunity)</b>	<b>\$ 51.00</b>	
Hepatitis B (Test for Immunity)	\$ 51.00	
<b>HIV Screening Test</b>	<b>\$ 68.00</b>	
Testosterone Blood Test	\$ 53.00	
<b>OSHA Respirator Mask Fit Testing</b>	<b>\$35.00</b>	
Heavy Metals (HAZMAT)	\$ 125.00	Urnie Test. Metals Included: As, Cd, Cr, Hg & Pb
<b>Cholinesterase (HAZMAT)</b>	<b>\$ 69.50</b>	<b>Blood Test</b>