

## **REQUEST FOR PROPOSALS**

12. **Award RFP-4240-04/DRS to Newman Family Medicine, of Altamonte Springs, FL – Seminole County Physician (\$128,940.00 per year).**

# **B.C.C. - SEMINOLE COUNTY, FL RFP TABULATION SHEET**

ALL RFP'S ACCEPTED BY SEMINOLE COUNTY ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE PROPOSERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. RFP DOCUMENTS FROM THE CONSULTANTS LISTED HEREIN ARE THE ONLY RFP'S RECEIVED TIMELY AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER RFP DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

RFP NUMBER: RFP-4240-04/DRS

RFP TITLE: Seminole County Physician

DUE DATE: March 2, 2005 at 2:00PM.

PAGE: 1 of 1

	Response 1	Response 2
Firm	Newman Family Medicine 661 East Altamonte Drive Suite 115 Altamonte Springs, FL 32701  Bryan J. Stiltz, President (407) 831-4040 Phone (407) 260-0281 Fax	Florida Hospital Centra Care 901 N. Lake Destiny Drive #375 Maitland, FL 32751  Scott C. Brady, MD, Administrator (407) 660-8118 Phone (407) 660-8441 Fax
Required Submittals	Yes	Yes

CLOSED and TABULATED BY: Michael Bowen

POSTED: 4/07/2005 8:30am

EVALUATION MEETING: Evaluation Meeting on March 25, 2005 starting at 2:30pm at the Admin Services Wellness Center Training Room, 200 County Home Road, Sanford, Florida 32771 5 Points Complex

~~RECOMMENDATION OF AWARD: Newman Family Medicine BCC; Date: 4/26/05~~

EVALUATION MEETING: N/A

RECOMMENDATION OF AWARD: Newman Family Medicine BCC; Date: 5/11/05

# MEMORANDUM

To: Michael Bowmen, Purchasing Contracts Analyst

From: Chief Human, Public Safety Department  
Toni Udo, Administrative Department  
Gail Chisolm, Human Resources Department

Subj: Bids for Medical Services

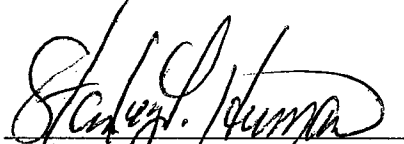
Date: April 14, 2005

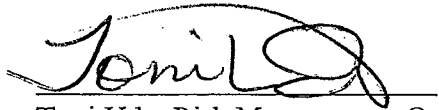
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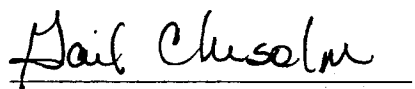
On Friday, March 25 the selection panel met to discuss the bid proposals for medical services. After a thorough review of the submittals from the Newman Family Medicine and Florida Hospital Central Care (FHCC) facilities for "Request For Proposal For Seminole County Physician RFP-4240-05/DRS, the committee unanimously agreed, the medical services required by Seminole County, should be awarded to the Newman Family Medicine.

While the committee was impressed with the FHCC ability to serve a much greater geographic area due to their several site locations, after an in-depth discussion concerning the overall needs of the County, the committee concluded that the specialized services needed by the County would be best served by Newman Family Medicine.

Therefore, the selection panel for the County's Medical Services had selected Newman Family Medicine for RFP-4240-05/DRS.

  
Stanley Human, Battalion Chief  
Public Safety Dept.

  
Toni Udo, Risk Management Crd.  
Administrative Services Dept.

  
Gail Chisolm, Program Manager  
Human Resources Dept.

**Price Evaluation for PS-4240-05/DRS**

RFP-4240-05/DRS HUMAN RESOURCES SCHEDULE OF FEES, SERVICES & OTHER PROVISIONS				Newman Family Medicine		Florida Hospital Centra Care	
	SERVICES TO BE RENDERED	BASIS OF CHARGE	ESTIMATED QUANTITIES	RATE	RATE x QUANTITY	RATE	RATE x QUANTITY
1	10 Panel Urinalysis Drug Test	Flat rate per physical	200	\$65.00	\$13,000.00	\$35.00	\$7,000.00
2	Fitness For Duty	Flat rate per physical	20	\$75.00	\$1,500.00	\$125.00	\$2,500.00
3	Pulmonary Resiratory Examination	Flat rate per physical	15	\$75.00	\$1,125.00	\$75.00	\$1,125.00
Total					\$15,625.00		\$10,625.00

	Neman Family Medicine	Florida Hospital Centra Care
Human Resources Total	\$15,625.00	\$10,625.00
Firefighters Total	\$287,919.00	\$335,368.00
Risk Total	\$14,835.00	\$14,444.00
Grand Total	\$318,379.00	\$360,437.00

## Price Evaluation for PS-4240-05/DRS

RFP-4240-05/DRS EXPOSURE INCIDENTS SCHEDULE OF FEES, SERVICES & OTHER PROVISIONS				Newman Family Medicine		Florida Hospital Centra Care	
SERVICES TO BE RENDERED		BASIS OF CHARGE	ESTIMATED QUANTITIE	RATE	QUANTITY X RATE	RATE	QUANTITY X RATE
1	Review of Exposure Forms (attached) to determine if testing is required	Flat rate	20	*N/C	*N/C	\$30.00	\$600.00
2	Testing required for AIDS. Testing required within 48 hours of exposure, 6 weeks, 12 weeks, 6 months & 1 year	Office Visit	61	\$60.00	\$5,490.00	\$50.00	\$4,514.00
		Lab Fee		\$90.00		\$74.00	
		Total Flat Rate		\$150.00		\$124.00	
3	Testing for Hepatitis A, B, and C: Testing required within 48 hours of exposure, 6 weeks, 12 weeks, 6 months & 1 year	Office Visit	61	\$60.00	\$9,150.00	\$0.00	\$9,150.00
		Lab Fee		\$90.00		\$150.00	
		Total Flat Rate		\$150.00		\$150.00	
4	Testing for Tuberculosis Recommended baseline PPD, then repeated at 2 months and 6 months X-ray	Office Visit	1	\$60.00	\$75.00	\$50.00	\$65.00
		TB Tine		\$15.00		\$15.00	
		Total Flat Rate		\$75.00		\$65.00	
		Total Flat Rate		\$75.00		\$60.00	
5	Any other infectious exposures, if necessary	Office Visit	1	\$60.00	\$60.00	\$50.00	\$50.00
		Total Flat Rate		\$60.00		\$50.00	
		*N/C costs included elsewhere		Total		\$14,835.00	

### Price Evaluation for PS-4240-05/DRS

RFP-4240-05/DRS FIRE SERVICE SCHEDULE OF FEES, SERVICES & OTHER PROVISIONS				Newman Family Medicine		Florida Hospital Centra Care	
	SERVICES TO BE RENDERED	BASIS OF CHARGE	QUANTIT Y	RATE	QUANTITY X RATE	RATE	QUANTITY X RATE
1	Package "A"	Flat rate per physical	20	\$520.00	\$10,400.00	\$620.00	\$12,400.00
2	Package "B"	Flat rate per physical	315	\$260.00	\$81,900.00	\$440.00	\$138,600.00
3	Package "C"	Flat rate per physical	60	\$535.00	\$32,100.00	\$811.00	\$48,660.00
4	Package "D" (price separately each medical procedure	Total of all procedures	250				
5	Gastrointestinal Screening	Rate per procedure	250	\$50.00	\$12,500.00	\$15.00	\$3,750.00
6	Genitourinary Screening (pap smear, testicular	Total (Pap smear, Testicular					
7	Pap smear(Women Only)	Rate per procedure	63	\$86.00	\$5,418.00	\$86.00	\$5,418.00
8	Testicular examination(Men Only)	Rate per procedure	187	\$50.00	\$9,350.00	*N/C	*N/C
9	Rectal examination	Rate per procedure	250	\$50.00	\$12,500.00	\$27.00	\$6,750.00
10	Mammography (females employees over 40 years of	Rate per procedure	63	\$160.00	\$10,080.00	\$150.00	\$9,450.00
11	HIV screening (upon employee request)	Rate per procedure	250	\$90.00	\$22,500.00	\$74.00	\$18,500.00
12	Chest X-ray (upon Department request)	Rate per procedure	250	\$60.00	\$15,000.00	\$65.00	\$16,250.00
13	Stress electrocardiogram with 12-lead EKG	Rate per procedure	250	\$180.00	\$45,000.00	\$150.00	\$37,500.00
14	PSA (male employees over 40 years of age)	Rate per procedure	187	\$18.00	\$3,366.00	\$25.00	\$4,675.00
15	Breast examination(Females Only)	Rate per procedure	63	\$50.00	\$3,150.00	*N/C	*N/C
17	Hepatitis "B" titer level testing	Rate per procedure	250	\$30.00	\$7,500.00	\$50.00	\$12,500.00
18	Hepatitis "C" virus screening	Rate per procedure	250	\$20.00	\$5,000.00	\$50.00	\$12,500.00
*Female and Male only procedures were based on an assumption that 75% of males are firefighters and 25% female.							
*N/C-Costs included elsewhere		Total				\$287,919.00	\$335,368.00

# EVALUATION FOR RFP-4240-04/DRS SEMINOLE COUNTY PHYSICIAN

	Gail Chisholm			Stanley Human		Toni Udo			
<b>Newman Family Medicine</b>									
<b>CRITERIA</b>	<b><u>WEIGHT</u></b>	<b><u>POINTS</u></b>	<b><u>WTD PTS</u></b>	<b><u>POINTS</u></b>	<b><u>WTD PTS</u></b>	<b><u>POINTS</u></b>	<b><u>WTD PTS</u></b>	<b><u>AVERAGE</u></b>	<b><u>ST DEV</u></b>
Qualifications and Experience	25.00%	4	1	4	1	4	1	1.00	0.00
Technical	25.00%	4	1	4	1	4	1	1.00	0.00
Other	25.00%	4	1	4	1	4	1	1.00	0.00
Fee Schedule	25.00%	4	1	4	1	4	1	1.00	0.00
Fee Schedule	100.00%		4		4		4	WEIGHTED AVERAGE	
									4.00
<b>Florida Hospital Centra Care</b>									
Qualifications and Experience	25.00%	4	1	3	0.75	3	0.75	0.83	0.58
Technical	25.00%	3	0.75	3	0.75	4	1	0.83	0.58
Other	25.00%	4	1	2	0.5	4	1	0.83	1.15
Fee Schedule	25.00%	3	0.75	3	0.75	3	0.75	0.75	0.00
Fee Schedule	100.00%		3.5		2.75		3.5	WEIGHTED AVERAGE	
									3.25

*RFP-4240-05/DRS – Seminole County Physician*

SUBMITTAL COMPANY NAME: Newman Family Medicine (NFM)

QUALIFICATION COMMITTEE MEMBER:

*Gail R. Chisolm*

INSTRUCTIONS: Score each criterion from 0 to 4 based on the following general guidelines:

4 - Highly Acceptable - Proposal exceeds the requirements in a way that benefits the County or meets the requirements and has enhancing features benefit the County.

3 - Acceptable - Proposal meets the County requirements. Any weakness is minor.

2 - Marginal - Proposal contains weaknesses or minor deficiencies which could have an impact, if accepted.

1 - Unsatisfactory - Marginal, Weak, Workable but needs clarifications

0 - Unacceptable - Proposal does not comply substantially with the requirements.

Evaluation Criteria

Qualifications and Experience

25%

- Qualification of the firm;
- Experience
- Availability of qualified personnel;
- Confirmation of relevant references

*HAVE ESTABLISHED CREDENTIALS & QUALIFICATIONS*  
*HAVE AN EXISTING LONG TERM RELATIONSHIP WITH THE CO*

Rating  $\frac{4}{(4-0)}$

Technical

25%

- Technical soundness of the proposal
- Applicability of the services offered
- Understanding of the County's needs

*HAVE APPROPRIATE LICENSES & TRAINED STAFF*  
*HAVE A THOROUGH AND COMPLETE UNDERSTANDING OF THE COUNTY'S NEEDS.*

Rating  $\frac{4}{(4-0)}$

OTHER

25%

- Location of the firm
- Previous contracting experience with the County and other public entities

*HAVE CENTRALIZED LOCATION*  
*HAVE ESTABLISHED PARTNERSHIPS WITH GOVERNMENTAL ENTITIES*

Rating  $\frac{4}{(4-0)}$

Fee Schedule

25%

- Price Proposal

Rating:  $\frac{4}{(4-0)}$

Overall Ranking: \_\_\_\_\_



**RFP-4240-05/DRS – Seminole County Physician**

**SUBMITTAL COMPANY NAME:** Florida Hospital Centra Care BHS (FHCC)

**QUALIFICATION COMMITTEE MEMBER:**

Gail R. Chisolm

**INSTRUCTIONS:** Score each criterion from 0 to 4 based on the following general guidelines:

4 - Highly Acceptable - Proposal exceeds the requirements in a way that benefits the County or meets the requirements and has enhancing features benefit the County.

3 - Acceptable - Proposal meets the County requirements. Any weakness is minor.

2 - Marginal - Proposal contains weaknesses or minor deficiencies which could have an impact, if accepted.

1 - Unsatisfactory - Marginal, Weak, Workable but needs clarifications

0 - Unacceptable - Proposal does not comply substantially with the requirements.

**Evaluation Criteria**

**Qualifications and Experience**

25%

- Qualification of the firm;
- Experience
- Availability of qualified personnel;
- Confirmation of relevant references

Have established credentials & Qualifications

Rating 4  
(4-0)

**Technical**

25%

- Technical soundness of the proposal
- Applicability of the services offered
- Understanding of the County's needs

Have appropriate licenses & trained staff

Rating 3  
(4-0)

**OTHER**

25%

- Location of the firm
- Previous contracting experience with the County and other public entities

Have several locations throughout Central Florida  
Have established partnerships with governmental entities.

Rating 4  
(4-0)

**Fee Schedule**

25%

- Price Proposal

Rating: 3  
(4-0)

**Overall Ranking:** \_\_\_\_\_

**RFP-4240-05/DRS – Seminole County Physician**

**SUBMITTAL COMPANY NAME:** Newman Family Medicine (NFM)

**QUALIFICATION COMMITTEE MEMBER:**

*Stan Human, Public Safety*

**INSTRUCTIONS:** Score each criterion from 0 to 4 based on the following general guidelines:

4 - Highly Acceptable - Proposal exceeds the requirements in a way that benefits the County or meets the requirements and has enhancing features benefit the County.

3 - Acceptable - Proposal meets the County requirements. Any weakness is minor.

2 - Marginal - Proposal contains weaknesses or minor deficiencies which could have an impact, if accepted.

1 - Unsatisfactory - Marginal, Weak, Workable but needs clarifications

0 - Unacceptable - Proposal does not comply substantially with the requirements.

**Evaluation Criteria**

**Qualifications and Experience**

25%

- Qualification of the firm;
- Experience
- Availability of qualified personnel;
- Confirmation of relevant references

*Staff has extensive knowledge and experience working with public safety employees. Long term holder of current contract with excellent knowledge of NFPA 1582. Record retention at one location making privacy regulations easy to abide by.*

Rating 4  
(4-0)

**Technical**

25%

- Technical soundness of the proposal
- Applicability of the services offered
- Understanding of the County's needs

*Excellent contract proposal. Clear and concise. Fee structures very legible and reasonable. Much lower than other competitors rates.*

Rating 4  
(4-0)

**OTHER**

25%

- Location of the firm
- Previous contracting experience with the County and other public entities

*Convenient location. Current holder of County Physician contract for approx. 7 years. All contract exams and testing completed at one location.*

Rating 4  
(4-0)

**Fee Schedule**

25%

- Price Proposal

Rating: 4  
(4-0)

Overall Ranking: 16

**RFP-4240-05/DRS – Seminole County Physician**

**SUBMITTAL COMPANY NAME:** Florida Hospital Centra Care BHS (FHCC)

**QUALIFICATION COMMITTEE MEMBER:**

*Stan Human, Public Safety*

**INSTRUCTIONS:** Score each criterion from 0 to 4 based on the following general guidelines:

4 - Highly Acceptable - Proposal exceeds the requirements in a way that benefits the County or meets the requirements and has enhancing features benefit the County.

3 - Acceptable - Proposal meets the County requirements. Any weakness is minor.

2 - Marginal - Proposal contains weaknesses or minor deficiencies which could have an impact, if accepted.

1 - Unsatisfactory - Marginal, Weak, Workable but needs clarifications

0 - Unacceptable - Proposal does not comply substantially with the requirements.

**Evaluation Criteria**

**Qualifications and Experience**

25%

- Qualification of the firm;
- Experience
- Availability of qualified personnel;
- Confirmation of relevant references

*On paper, staff appear to have adequate training and experience for the mission. No previous experience with company to be able to determine*

Rating 3  
(4-0)

**Technical**

25%

- Technical soundness of the proposal
- Applicability of the services offered
- Understanding of the County's needs

*Adequate proposal. Good adherence to directions. Fee structure much higher than other bidders.*

Rating 3  
(4-0)

**OTHER**

25%

- Location of the firm
- Previous contracting experience with the County and other public entities

*Proposal did not identify main location for testing to take place. Unknown if satellite locations are equipped to complete all parts of the work and if sufficient staff is available to handle multiple employees at one time without causing long delays. ... No previous experience with County*

Rating 2  
(4-0)

**Fee Schedule**

25%

- Price Proposal

Rating: 4 3  
(4-0)

Overall Ranking: 12

**RFP-4240-05/DRS – Seminole County Physician****SUBMITTAL COMPANY NAME:** Newman Family Medicine (NFM)**QUALIFICATION COMMITTEE MEMBER:** Toni Udo**INSTRUCTIONS:** Score each criterion from 0 to 4 based on the following general guidelines:

4 - Highly Acceptable - Proposal exceeds the requirements in a way that benefits the County or meets the requirements and has enhancing features benefit the County.

3 - Acceptable - Proposal meets the County requirements. Any weakness is minor.

2 - Marginal - Proposal contains weaknesses or minor deficiencies which could have an impact, if accepted.

1 - Unsatisfactory - Marginal, Weak, Workable but needs clarifications

0 - Unacceptable - Proposal does not comply substantially with the requirements.

**Evaluation Criteria****Qualifications and Experience**

25%

- Qualification of the firm;
- Experience
- Availability of qualified personnel;
- Confirmation of relevant references

Qualifications of all is very good.  
Longevity with Doctors & staff is good.

Rating 4  
 (4-0)

**Technical**

25%

- Technical soundness of the proposal
- Applicability of the services offered
- Understanding of the County's needs

No charges for to review expenses.  
Appts are scheduled.

Rating 4  
 (4-0)

**OTHER**

25%

- Location of the firm
- Previous contracting experience with the County and other public entities

This is a plus - maintaining records  
of previous patients.

Rating 4  
 (4-0)

**Fee Schedule**

25%

- Price Proposal

Rating: 4  
 (4-0)

Overall Ranking: 401

**RFP-4240-05/DRS – Seminole County Physician****SUBMITTAL COMPANY NAME:** Florida Hospital Centra Care BHS (FHCC)**QUALIFICATION COMMITTEE MEMBER:** Toni Udo

**INSTRUCTIONS:** Score each criterion from 0 to 4 based on the following general guidelines:

4 - Highly Acceptable - Proposal exceeds the requirements in a way that benefits the County or meets the requirements and has enhancing features benefit the County.

3 - Acceptable - Proposal meets the County requirements. Any weakness is minor.

2 - Marginal - Proposal contains weaknesses or minor deficiencies which could have an impact, if accepted.

1 - Unsatisfactory - Marginal, Weak, Workable but needs clarifications

0 - Unacceptable - Proposal does not comply substantially with the requirements.

**Evaluation Criteria****Qualifications and Experience**

25%

- Qualification of the firm;
- Experience
- Availability of qualified personnel;
- Confirmation of relevant references

goodRating 3  
(4-0)**Technical**

25%

- Technical soundness of the proposal
- Applicability of the services offered
- Understanding of the County's needs

Review of expenses could be costly to the County.  
No apt scheduled would be time consuming & costly to the County.

Rating 4  
(4-0)**OTHER**

25%

- Location of the firm
- Previous contracting experience with the County and other public entities

goodRating 4  
(4-0)**Fee Schedule**

25%

- Price Proposal

Rating: 3  
(4-0)Overall Ranking: 502

**COUNTY PHYSICIAN AGREEMENT (RFP-4240-05/DRS)**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **FLORIDA PHYSICIAN MEDICAL GROUP, D/B/A NEWMAN FAMILY MEDICINE**, whose address is 661 E. Altamonte Drive, Suite 115, Altamonte Springs, Florid 32701, hereinafter referred to as "COUNTY PHYSICIAN" and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

**W I T N E S S E T H:**

**WHEREAS**, the COUNTY desires to obtain the services of a competent and qualified physician to provide specific health care services for in Seminole County; and

**WHEREAS**, the COUNTY has requested and received expressions of interest for the retention of services of physicians,

**NOW, THEREFORE**, in consideration of the mutual understandings and covenants and agreements herein contained, the COUNTY and the COUNTY PHYSICIAN agree as follows:

**SECTION 1. SERVICES.** The COUNTY does hereby retain the COUNTY PHYSICIAN to furnish professional services and perform those tasks as further described in the Scope of Services attached hereto as Exhibit "A" and made a part hereof. Required services shall be specifically enumerated, described and depicted in the Work Orders authorizing performance of the specific project, task or study. This Agreement standing alone does not authorize the performance of any work or require the COUNTY to place any orders for work.

**SECTION 2. TERM.** This Agreement shall take effect on the date of its execution by the COUNTY and shall run for a period of one (1) year and, at the sole option of COUNTY, may be renewed for four (4) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Work Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until completion of the work authorized by the Work Order.

**SECTION 3. AUTHORIZATION FOR SERVICES.** Authorization for performance of professional services by the COUNTY PHYSICIAN under this Agreement shall be in the form of written Work Orders issued and executed by the COUNTY and signed by the COUNTY PHYSICIAN. A sample Work Order is attached hereto as Exhibit "B". Each Work Order shall describe the services required, state the dates for commencement and completion of work and establish the amount and method of payment. The Work Orders will be issued under and shall incorporate the terms of this Agreement. The COUNTY makes no covenant or promise as to the number of available projects, nor that, the COUNTY PHYSICIAN will perform any project for the COUNTY during the life of this Agreement. The COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by the COUNTY to be in the best interest of the COUNTY to do so.

**SECTION 4. TIME FOR COMPLETION.** The services to be rendered by the COUNTY PHYSICIAN shall be commenced, as specified in such Work Orders as may be issued hereunder, and shall be completed within the time specified therein.

**SECTION 5. COMPENSATION.** The COUNTY shall pay the COUNTY PHYSICIAN for all services provided by the COUNTY PHYSICIAN pursuant to the maximums payable for each class of service as shown on Exhibits "A" and "B". The total annual compensation paid to the COUNTY PHYSICIAN pursuant to this Agreement shall not exceed the sum budgeted annually by the COUNTY for county physician services.

**SECTION 6. TEMPORARY REPLACEMENT SERVICES.** The COUNTY PHYSICIAN shall arrange for his temporary replacement at no additional cost to the COUNTY in the event he is unable to provide any or all of the foregoing services.

**SECTION 7. MONTHLY STATEMENT OF SERVICES.**

(a) The COUNTY PHYSICIAN shall submit an itemized monthly statement of services rendered, including the name of patients served, to the COUNTY in accordance with the procedures and the fee schedules set forth in Exhibits "A" and "B" hereto. Also to be included with the name of each patient is a list of laboratory charges from office visits.

(b) Payments shall be made by the COUNTY to the COUNTY PHYSICIAN when requested as work progresses for services furnished, but not more than once monthly. The original invoice shall be sent to:

Director of County Finance  
Seminole County Board of County Commissioners  
Post Office Box 8080  
Sanford, Florida 32772

A duplicate copy of the invoice shall be sent to:

Director, Seminole County Public Safety Department  
150 Bush Loop, Suite 2-138  
Sanford, FL 32773

with a copy to:



Director, Human Resources Department  
1101 E. First Street  
Sanford, FL 32771

(c) Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from the COUNTY PHYSICIAN.

**SECTION 8. INDEMNIFICATION.**

(a) The COUNTY PHYSICIAN shall indemnify and hold the COUNTY harmless from and against all liability, claims for damages, and suits for any injury to any person or persons, or damages to any property of any kind whatsoever arising out of or in any way connected with the services provided for in this Agreement. This Agreement by COUNTY PHYSICIAN to indemnify and hold the COUNTY harmless shall include all charges, expenses and costs, including attorneys' fees, incurred by the COUNTY on account of or by reason of such injuries, damages, liability, claims, suits or losses and on damages growing out of same.

(b) The COUNTY agrees, within the limits of *Section 768.28, Florida Statutes*, to indemnify and hold harmless the COUNTY PHYSICIAN from any and all damages which the COUNTY PHYSICIAN may sustain, in any manner, through the misconduct or negligence of the COUNTY or its employees in the performance of its obligations under this Agreement.

**SECTION 9. INSURANCE.** The COUNTY PHYSICIAN will provide and pay for individual professional liability insurance in the amount of at least ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) per claim.

**SECTION 10. TERMINATION.** This Agreement may be terminated by either party for cause or by the COUNTY for convenience upon thirty (30) days written notice. In the event the COUNTY terminates for

convenience, the COUNTY PHYSICIAN shall be compensated for services performed to termination date.

**SECTION 11. EMPLOYEE STATUS.**

(a) Under no circumstances shall any COUNTY employee be considered to be an employee of the COUNTY PHYSICIAN.

(b) It is agreed by the parties that, at all times and for all purposes within the Scope of this Agreement, the relationship of COUNTY PHYSICIAN to the COUNTY is that of independent contractor and not that of employee. No statement contained in this Agreement shall be construed so as to find the COUNTY PHYSICIAN an employee of the COUNTY, and the COUNTY PHYSICIAN shall be entitled to none of the rights, privileges or benefits of Seminole County employees.

**SECTION 12. ASSIGNMENTS.** Neither party to this Agreement shall assign this Agreement, nor any interest arising herein, without the written consent of the other.

**SECTION 13. SUBCONTRACTORS.** COUNTY PHYSICIAN shall not enter into subcontracts for any of the services to be performed hereunder by him without the prior written consent of the COUNTY.

**SECTION 14. INDEPENDENT CONTRACTOR.** It is agreed by the parties that, at all times and for all purposes within the scope of this Agreement, the relationship of COUNTY PHYSICIAN to the COUNTY is that of independent contractor and not that of employee. No statement contained in this Agreement shall be construed so as to find the COUNTY PHYSICIAN an employee of the COUNTY, and the COUNTY PHYSICIAN shall be entitled to none of the rights, privileges or benefits of Seminole County employees.

**SECTION 15. SERVICES NOT PROVIDED FOR.** No claim for services furnished by the COUNTY PHYSICIAN not specifically provided for herein shall be honored by the COUNTY.

**SECTION 16. ENTIRE AGREEMENT.**

(a) It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

**SECTION 17. NOTICES.** Whenever either party desires to give notice unto the other, notice may be sent to:

**For COUNTY:**

Director of Public Safety  
County Operations Center at Five Points  
150 Bush Boulevard  
Sanford, FL 32773

with a copy to:

Director of Human Resources  
1101 E. First Street  
Sanford, FL 32771

**For COUNTY PHYSICIAN:**

Florida Physician Medical Group d/b/a Newman Family Medicine  
661 E. Altamonte Dr., Suite 115  
Altamonte Springs, FL 32701

Either of the parties may change, by written notice as provided herein, the addresses or persons for receipt of notices.

**SECTION 18. EQUAL OPPORTUNITY EMPLOYMENT.** COUNTY PHYSICIAN

agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability or national origin and will take affirmative steps to insure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

**SECTION 19. CONFLICT OF INTEREST.**

(a) The COUNTY PHYSICIAN agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the COUNTY or which would violate or cause others to violate the provisions of *Part III, Chapter 112, Florida Statutes*, relating to ethics in government.

(b) The COUNTY PHYSICIAN hereby certifies that no officer, agent or employee of the COUNTY has any material interest (as defined in *Section 112.312(15), Florida Statutes*, as over 5%) either directly or indirectly, in the business of the COUNTY PHYSICIAN to be conducted here, and that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to *Section 216.347, Florida Statutes*, the COUNTY PHYSICIAN hereby agrees that monies received from the COUNTY pursuant to

this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal Agency.

**SECTION 20. RECORDS.** The COUNTY PHYSICIAN agrees to maintain employee records including Haz-Mat blood work and infectious control issues for a period of not less than thirty (30) years.

**IN WITNESS WHEREOF,** the parties hereto have made and executed this Agreement on the day, month and year above written.

FLORIDA PHYSICIAN MEDICAL GROUP  
D/B/A NEWMAN FAMILY MEDICINE

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
BRYAN J. STILITZ, President

\_\_\_\_\_  
Witness

Date: \_\_\_\_\_

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
CARLTON HENLEY, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

Approved as to form and  
legal sufficiency

As authorized for execution by  
the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_  
regular meeting.

\_\_\_\_\_  
County Attorney  
AC/lpk  
3/30/05  
rfp-4240

Attachments:

Exhibit "A" - Scope of Services  
Exhibit "B" - Schedule of Fees

## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

(a) The COUNTY PHYSICIAN shall conduct pre-employment physicals for prospective firefighters and annual physical examinations of persons employed as firefighters. The annual physicals shall consist of testing as indicated on Plans A and B, attached hereto. The schedule will be determined by the Department of Public Safety based on the age of the employee. The COUNTY PHYSICIAN shall submit a written report of findings by certified mail to the employees mailing address. Additionally, the EMS/Fire/Rescue Division shall receive a fit for duty confirmation letter.

(b) The COUNTY PHYSICIAN shall conduct pre-employment physicals and re-examinations for COUNTY employees other than firefighters, as referred by the COUNTY, to determine initial or continued ability to meet necessary physical standards. Scope of examination shall be as required to establish physical fitness standards prescribed by the COUNTY Department referring employees for examination. The COUNTY PHYSICIAN shall submit a written report of findings.

(c) The COUNTY PHYSICIAN shall examine and provide written diagnosis of illness for COUNTY employees authorized for referral by the Human Resources Department. The COUNTY PHYSICIAN shall determine employees' ability to complete assigned work and report results to the COUNT.

(d) The COUNTY PHYSICIAN shall provide consultation services to the Departments of Public Safety and Human Resources on medical issues

and related other issues at the request of the Directors of Public Safety and Human Resources, as required.

(e) All work to be performed pursuant to this Agreement shall be performed by the COUNTY PHYSICIAN. With the consent of the COUNTY, the COUNTY PHYSICIAN may designate appropriate professionals to perform services during periods of authorized absence of the COUNTY PHYSICIAN. The COUNTY PHYSICIAN shall provide the COUNTY with the qualifications of all persons designated to perform services pursuant to this Agreement.

# **EXHIBIT A**

## **County Physician Scope of Service PUBLIC SAFETY**

### **Medical Examination Plan "A" New Employee Examination**

A physical examination for new employees hired for services in the Fire/Rescue Division. The physical shall include obtaining and retaining on file the following information per NEPA 1582:

1. Appropriate personal data including medical history.
2. Height, weight, and blood pressure.
3. Electrocardiogram
4. Medical advice, including feedback of testing information to the employer and employee.
5. Pulmonary function-forced vital capacity and forced expiratory volume, one second.
6. Titmus vision test – near and far vision along with an Ishihara color blindness check.
7. Urinalysis (Urine Dipstick) to check for color, clarity, leukocytes, nitrites, PH, protein, glucose, ketones, urobilinogen, bilirubin and blood.
8. TB PPD Test – If patient has not had a positive test in the past.
9. Dimension reflex blood test to test for glucose, sodium and chloride, potassium, urea nitrogen (BUN), creatinine, bun/creatinine ratio, uric acid, calcium and inorganic phosphorus, alkaline phosphatase, total protein, albumin and globulin, A/G ratio, SGOT and SCPT, LDH, total bilirubin, cholesterol and triglycerides, thyroxin (T4), HDL cholesterol, LDL cholesterol, VLDL cholesterol, total cholesterol, CBC series, hepatitis titer level, hepatitis "C" screen, meningitis screen and MMR (Measels, Mumps, Rubella) screen.
10. Physical exam to include head, eyes with fund scope, ears, nose, throat, neck, heart, chest, lungs, abdomen, and back.
11. Assessment of the patient.
12. Stress test(with Treadmill) measuring the following: Patient age, gender, symptom classification, patient weight, systolic blood pressure, cholesterol level, tobacco use status, glucose intolerance, resting duration, exercise duration, 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.
13. A urine/drug screening for phencyclidine, benzodiazepine, amphetamines, opiates, cocaine, barbiturates, methaqualine-US-Qual, cannabinoid – qualitative.

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.



14. Pap smear (available upon request)
15. Mammogram (available upon request if over 40)
16. PSA (available upon request if over 40)
17. Audiometric Testing
18. Hepatitis "A" Screening.
19. Hepatitis "B" Screening(HEPCG).

**County Physician  
Scope of Service  
PUBLIC SAFETY**

**Medical Examination Plan “B”  
Fire Fighter Annual Examination**

The Fire Fighter Annual Examination consists of the following components:

1. Entire medical examination as listed in Plan “A”, except for drug screen, stress electrocardiogram, and MMR(Mumps, Measels, Rubella) Screen.
2. 12 Lead electrocardiogram (resting)

## **Medical Examination Plan “C”**

### **Hazardous Materials Team Physical Examination**

Physical examination for members of the EMS/FIRE/RESCUE Division’s Hazardous Materials Team in addition to the physical examination requirements listed in “Exhibit B”. A baseline will be established to determine: SMA and GGT, thyroid screen (T3, T4, T7), reticulocyte count, urinalysis, complete blood count, heavy metals screen (lead arsenic, mercury) free erythrocyte protoporphyrin, cholinesterase serum and plasma, alanine aminotransferase (ALAT) and aspirate aminotransferase.

## **Medical Examination Plan “D” Optional for Employees**

The following shall be offered to employee, but are optional, price separately each medical procedure:

1. Gastrointestinal screening
2. Genitourinary screening
  - Pap smear
  - Testicular exam
  - Rectal exam
3. Mammography (female employees over the age of 40)
4. HIV screening (upon employee's request)
5. Chest X-ray (upon Department's request)
6. Stress electrocardiogram with 12-lead EKG
7. PSA (male employees over the age of 40)
8. Breast examination
9. Blood alcohol/drug test upon Department's request.
10. Hepatitis B titer level testing.
11. Hepatitis C virus screening.

The physician should be able to conduct follow-up testing (or refer the patient to an appropriate specialist for follow-up testing) in cases where abnormalities occur in routine physical examinations.

The physician should have a working knowledge of the medical requirements for Fire Fighters as contained in NFPA Standard 1582, in order to assess fitness for duty.

The physician shall provide consultation services to the Department of Public Safety on medical issues at the request of the Director of Public Safety as required.

Per Workman's Compensation directions, provide rapid consultation assessment and treatment for personnel when they have experienced a potential infection disease exposure. This would include, but not be limited to the administration of inoculations and oral medications for prevention purposes.

Per NFPA 1582, Physician will provide a “Fit for Duty” form to EMS Battalion Chief after each physical conducted.

## HUMAN RESOURCES

I	A physical examination for selected new employees hired for service. This physical shall include obtaining and retaining on file the following information:	
	1	Appropriate personnel data including medical history
	2	Height, weight and blood pressure
	3	Pulmonary function – forced vital capacity and forced expiratory volume, one second
	4	Titmus vision test – near and far vision along with an ishihars color blindness check
	5	Physical exam to include: <ul style="list-style-type: none"> <li>a. Head</li> <li>b. Eyes with fundoscope</li> <li>c. Ears</li> <li>d. Nose</li> <li>e. Throat</li> <li>f. Neck</li> <li>g. Heart</li> <li>h. Chest</li> <li>i. Lungs</li> <li>j. Abdomen</li> <li>k. Back</li> </ul>
	6	Assessment of the patient
	7	Advise, including feedback of testing information to the employer and employee
R)	8	Urine/drug screening for new hires which will include screening for: <ul style="list-style-type: none"> <li>a. Amphetamines</li> <li>b. Cocaine</li> <li>c. Metabolites</li> <li>d. Marijuana metabolites</li> <li>e. Opiates and Phencyclidine</li> </ul> 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.
R)	9	PPD Test – if patient has not had a positive test in the past.
II		Examinations to determine fitness for duty and return to work capability. This type of examination may be physical or psychological in nature and may include services listed in item I.
III		Examinations to authenticate employee claims of illness/injury.
IV		Review of medical records and/or exposure records to determine if medical exam and/or testing is necessary.

Revised 12/17/2001

**RFP-4240-05/DRS  
EXPOSURE INCIDENTS  
SCHEDULE OF FEES, SERVICES &  
OTHER PROVISIONS**

	<b>SERVICES TO BE RENDERED</b>	<b>BASIS OF CHARGE</b>	<b>RATE</b>
1	Review of Exposure Forms (attached) to determine if testing is required	Flat rate	\$0.00
2	Testing required for AIDS. Testing required within 48 hours of exposure, 6 weeks, 12 weeks, 6 months & 1 year	Office Visit Lab Fee  Total Flat Rate	\$60.00 \$90.00  \$150.00
3	Testing for Hepatitis A, B, and C: Testing required within 48 hours of exposure, 6 weeks, 12 weeks, 6 months & 1 year	Office Visit Lab Fee  Total Flat Rate	\$60.00 \$90.00  \$150.00
4	Testing for Tuberculosis Recommended baseline PPD, then repeated at 2 months and 6 months <b>X-ray</b>	Office Visit TB Tine Total Flat Rate Total Flat Rate	\$60.00 \$15.00 \$75.00 \$75.00
5	Any other infectious exposures, if necessary	Office Visit Total Flat Rate	\$60.00 \$60.00

**NOTES:** Original invoice should be sent to: Linda Eiland, Administrative Services/Risk Management, 200 West County Home Road, Sanford, FL, 32773

Firm: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**RFP-4240-05/DRS  
FIRE SERVICE  
SCHEDULE OF FEES,  
SERVICES & OTHER  
PROVISIONS**

	SERVICES TO BE RENDERED	BASIS OF CHARGE	RATE
1	Package "A"	Flat rate per physical	\$520.00
2	Package "B"	Flat rate per physical	\$260.00
3	Package "C"	Flat rate per physical	\$535.00
4	Package "D" (price separately each medical procedure below)	Total of all procedures	
5	Gastrointestinal Screening	Rate per procedure	\$50.00
6	Genitourinary Screening (pap smear, testicular examination, rectal examination)	Total (Pap smear, Testicular examination, Rectal examination)	
7	Pap smear(Women Only)	Rate per procedure	\$86.00
8	Testicular examination(Men Only)	Rate per procedure	\$50.00
9	Rectal examination	Rate per procedure	\$50.00
10	Mammography (females employees over 40 years of age)	Rate per procedure	\$160.00
11	HIV screening (upon employee request)	Rate per procedure	\$90.00
12	Chest X-ray (upon Department request)	Rate per procedure	\$60.00
13	Stress electrocardiogram with 12-lead EKG	Rate per procedure	\$180.00
14	PSA (male employees over 40 years of age)	Rate per procedure	\$18.00
15	Breast examination(Females Only)	Rate per procedure	\$50.00
16	Blood alcohol/drug test upon Department request	Rate per procedure	\$65.00
17	Hepatitis "B" titer level testing	Rate per procedure	\$30.00
18	Hepatitis "C" virus screening	Rate per procedure	\$20.00

**NOTES:** All invoices should indicate cost center to be charged. Original invoice should be sent to: Director of County Finance, Seminole County Board of County Commissioners, P.O. Box 8080, Sanford, FL 32772-0896 and duplicate copy to: Director of Public Safety, 150 Bush Blvd, Sanford, FL 32773. Consultation Services shall not exceed 40 hour per fiscal year.

Firm: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**RFP-4240-05/DRS**  
**HUMAN RESOURCES**  
**SCHEDULE OF FEES, SERVICES & OTHER PROVISIONS**

	SERVICES TO BE RENDERED	BASIS OF CHARGE	RATE
1	10 Panel Urinalysis Drug Test	Flat rate per physical	\$65.00
2	Fitness For Duty	Flat rate per physical	\$75.00
3	Pulmonary Resiratory Examination	Flat rate per physical	\$75.00

**NOTES:** All invoices should indicate cost center to be charged. Original invoice should be sent to: Director of County Finance, Seminole County Board of County Commissioners, P.O. Box 8080, Sanford, FL 32772-0896 **and duplicate copy to:** Human Resources Director, 1101 East 1st Street, Sanford, FL 32771

Firm: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_



**Board of County Commissioners  
SEMINOLE COUNTY, FLORIDA**

**WORK ORDER**

Work Order Number: 1

Master Agreement No.: PS-5177-05/AJR  
Contract Title: CR 431 (Orange Blvd.) CR 46A to SR 46 Final Design  
Project Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Consultant: TBD  
Address: \_\_\_\_\_  
\_\_\_\_\_

**ATTACHMENTS TO THIS WORK ORDER:**

- ☐ drawings/plans/specifications  
☐ scope of services  
☐ special conditions  
☐ \_\_\_\_\_

**METHOD OF COMPENSATION:**

☐ fixed fee basis

**TIME FOR COMPLETION:** The services to be provided by the CONTRACTOR shall commence upon execution of this Agreement by the parties and shall be completed within "X" (days, months, years) of the effective date of this agreement. Failure to meet the completion date may be grounds for Termination for Default.

Work Order Amount: \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for the purposes stated herein.

(THIS SECTION TO BE COMPLETED BY THE COUNTY)

**ATTEST:**

\_\_\_\_\_, Secretary

(CORPORATE SEAL)

By: \_\_\_\_\_, President

Date: \_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

**WITNESSES:**

\_\_\_\_\_  
(Contracts Analyst, print name)

By: \_\_\_\_\_  
Peter W. Maley, Contracts Supervisor

Date: \_\_\_\_\_

\_\_\_\_\_  
(Contracts Analyst, print name)

As authorized by Section 330.3, Seminole  
County Administrative Code.

## WORK ORDER TERMS AND CONDITIONS

- a) Execution of this Work Order by the COUNTY shall serve as authorization for the CONSULTANT to provide, for the stated project, professional services as set out in the Scope of Services attached as Exhibit "A" to the Master Agreement cited on the face of this Work Order and as further delineated in the attachments listed on this Work Order.
- b) Term: This work order shall take effect on the date of its execution by the County and expires upon final delivery, inspection, acceptance and payment unless terminated earlier in accordance with the Termination provisions herein.
- c) The CONSULTANT shall provide said services pursuant to this Work Order, its Attachments, and the cited Master Agreement (as amended, if applicable) which is incorporated herein by reference as if it had been set out in its entirety.
- d) Whenever the Work Order conflicts with the cited Master Agreement, the Master Agreement shall prevail.
- e) METHOD OF COMPENSATION - If the compensation is based on a:
  - (i) FIXED FEE BASIS, then the Work Order Amount becomes the Fixed Fee Amount and the CONSULTANT shall perform all work required by this Work Order for the Fixed Fee Amount. The Fixed Fee is an all-inclusive Firm Fixed Price binding the CONSULTANT to complete the work for the Fixed Fee Amount regardless of the costs of performance. In no event shall the CONSULTANT be paid more than the Fixed Fee Amount.
  - (ii) TIME BASIS WITH A NOT-TO-EXCEED AMOUNT, then the Work Order Amount becomes the Not-to-Exceed Amount and the CONSULTANT shall perform all the work required by this Work Order for a sum not exceeding the Not-to-Exceed Amount. In no event is the CONSULTANT authorized to incur expenses exceeding the not-to-exceed amount without the express written consent of the COUNTY. Such consent will normally be in the form of an amendment to this Work Order. The CONSULTANT's compensation shall be based on the actual work required by this Work Order and the Labor Hour Rates established in the Master Agreement.
  - (iii) TIME BASIS WITH A LIMITATION OF FUNDS AMOUNT, then the Work Order Amount becomes the Limitation of Funds amount and the CONSULTANT is not authorized to exceed the Limitation of Funds amount without prior written approval of the COUNTY. Such approval, if given by the COUNTY, shall indicate a new Limitation of Funds amount. The CONSULTANT shall advise the COUNTY whenever the CONSULTANT has incurred expenses on this Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount. The CONSULTANT's compensation shall be based on the actual work required by this Work Order and the Labor Hour Rates established in the Master Agreement.
- f) Payment to the CONSULTANT shall be made by the COUNTY in strict accordance with the payment terms of the referenced Master Agreement.
- g) It is expressly understood by the CONSULTANT that this Work Order, until executed by the COUNTY, does not authorize the performance of any services by the CONSULTANT and that the COUNTY, prior to its execution of the Work Order, reserves the right to authorize a party other than the CONSULTANT to perform the services called for under this Work Order; if it is determined that to do so is in the best interest of the COUNTY.
- h) The CONSULTANT shall sign the Work Order first and the COUNTY second. This Work Order becomes effective and binding upon execution by the COUNTY and not until then. A copy of this Work Order will be forwarded to the CONSULTANT upon execution by the COUNTY.