

# RFP-4615 19 PB

## Medical Evaluation/Physicals



Treasure Coast Medical Associates, Inc.  
3405 NW Federal Hwy  
Jensen Beach, FL 34957  
Contact: J. Michael Adelberg, President,  
MD, FAEP  
(334)360-2366 or (561)371-6525

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## ACKNOWLEDGMENT AND SIGNATURE PAGE

This form must be completed and submitted by the date and the time of bid opening.

Legal Company Name (include d/b/a if applicable): Treasure Coast Medical Associates, Inc. (d/b/a Stuart Urgent Care, Highlands Urgent Care, Okeechobee Urgent Care) Federal Tax Identification Number: 55-0844936

If Corporation - Date Incorporated/Organized: 11/06/2003

State Incorporated/Organized: Florida

Company Operating Address: 3405 NW Federal Hwy

City Jensen Beach State FL Zip Code 34957

Remittance Address (if different from ordering address): Same as above

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Company Contact Person: J. Michael Adelberg, President, MD, FAEP Email Address: [jma@tcmahealthcare.com](mailto:jma@tcmahealthcare.com) or [kadelberg@tcmahealthcare.com](mailto:kadelberg@tcmahealthcare.com)

Phone Number (include area code): (334)360-2366 or (561)371-6525 Fax Number (include area code): (772)232-6409

Company's Internet Web Address: [www.tcmahealthcare.com](http://www.tcmahealthcare.com)

IT IS HEREBY CERTIFIED AND AFFIRMED THAT THE BIDDER/PROPOSER CERTIFIES ACCEPTANCE OF THE TERMS, CONDITIONS, SPECIFICATIONS, ATTACHMENTS AND ANY ADDENDA. THE BIDDER/PROPOSER SHALL ACCEPT ANY AWARDS MADE AS A RESULT OF THIS SOLICITATION. BIDDER/PROPOSER FURTHER AGREES THAT PRICES QUOTED WILL REMAIN FIXED FOR THE PERIOD OF TIME STATED IN THE SOLICITATION.



Bidder/Proposer's Authorized Representative's Signature:

05/29/2019

Date

Type or Print Name: J. Michael Adelberg, MD FAEP, President

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF BIDDER/PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE BID/PROPOSAL NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY BID/PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE BIDDER/PROPOSER TO THE TERMS OF ITS OFFER.

**ANY EXCEPTION, CHANGES OR ALTERATIONS TO THE GENERAL TERMS AND CONDITIONS, HOLDHARMLESS/INDEMNITY DOCUMENT OR OTHER REQUIRED FORMS MAY RESULT IN THE BID/PROPOSAL BE DEEMED NON-RESPONSIVE AND DISQUALIFIED FORM THE AWARD PROCESS.**

3..

## LETTER OF TRANSMITTAL

Treasure Coast Medical Associates, Inc. (TCMAi) proposes to provide medical assessment, immunizations, and data recordkeeping services for the approximate 1000 medical physical exams per year, with their Mobile Screening Unit. TCMAi is experienced in the wide spectrum of medical services required by uniformed Fire Department professionals, Police Officers, Public Utility employees, Public Works employees, and Park and Recreation department employees including duties, work conditions, demands of the job, and preventative and common emergency medical services.

TCMAi has in-depth knowledge of service specific medical assessments in accordance with the IAFF/IAFC Joint Labor Management Wellness Fitness Initiative, the Firefighter Life Safety Initiative, and the most current NFPA 1582 Standard on Comprehensive Occupational Medical Program for Fire Departments. The Scope of Services proposed by TCMAi includes (but is not limited to):

### ***Comprehensive Medical Exam***

- Hands on Physical Exam
- Consultation with review of results and a personalized health plan
- Vital Signs
- Occupational Vision and Hearing
- Hemocult Test
- Skin Cancer screening

### **Ultrasound Imaging**

- Echocardiogram (Heart with function)
- Carotid Arteries with CIMT vascular age
- Aorta and Aortic Valve
- Liver, Pancreas, Gall Bladder, Kidneys, and Spleen (Internal Organs)
- Ovaries and Uterus (Women)
- Testicular and Prostate (Men)
- Bladder
- Thyroid

### **Cardio Pulmonary:**

- Cardiac Treadmill Stress Test with EKG
- Electrocardiogram
- Pulmonary Function Test (Spirometry)
- OSHA Respiratory Clearance

### **Laboratory Analysis:**

- Comprehensive Metabolic Panel (24 panel including kidney, liver, & met functions)
- Complete Blood Count
- Total Lipid Panel (cholesterol panel)
- Thyroid Panel (TSH with reflex to T4)
- Hemoglobin
- A1C
- Glucose
- Urinalysis
- Men: PSA Prostate Cancer Marker
- Men: Testosterone Metabolic Marker

- Women: CA-125 Ovarian Cancer Marker

**Fitness Analysis**

- Metabolic Analysis with Body Fat
- Strength, Endurance, and Flexibility tests
- Diet and Nutritional Recommendations
- Personal Exercise Prescription

**Additional Tests that can be offered at an additional cost:**

- Chest X-Ray with Radiologist review
- Lumbar X-Ray with Radiologist review
- Urine Drug Screen, DOT
- Urine Drug Screen, 10 Panel, 1-Cup in office
- Drug Rescreen with confirmation
- Medical Review Officer (MRO) as indicated
- Hepatitis A, B, or C test each
- Hepatitis Vaccines each shot (A=2 shot series, B-3 shot series)
- Hep B Titers (as needed)
- PPD
- HIV
- ABO Blood Type
- OSHA Respirator Mask Fit Testing (Portacount)
- Cholinestrase and Heavy Metals (Hazmat)
- Tetnus/DP
- Nicotine/Cotinine Screening
- Coronary Calcification Scoring
- CT Angiogram (CT of the Lungs and Coronary Arteries)
- MRI of the Brain

TCMAi proposes to achieve appropriate and thorough medical evaluations with clinical staff board certified in occupational medicine, or internal medicine specializing in fields relevant to the occupational field of service such as: occupational toxicology, industrial hygiene, epidemiology, infectious disease, pulmonary, cardiology, critical care, orthopedics, and/or emergency medicine. Staff will also be experienced in providing wellness programs to all City professionals.



J. Michael Adelberg, MD, FAEP  
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3405 NW Federal Hwy, Jensen Beach, FL, 34957  
Phone: (334)360-2366 / (561) 371-6525 / (772)692-8082  
Fax: (772) 232-9383  
[kadelberg@tcmahealthcare.com](mailto:kadelberg@tcmahealthcare.com); [jma@TCMAhealthcare.com](mailto:jma@TCMAhealthcare.com)  
[www.TCMAhealthcare.com](http://www.TCMAhealthcare.com)



Each Proposal shall be prepared simply and economically, providing a straightforward, concise delineation of the Proposer's capabilities to satisfy the requirements of the RFP. The emphasis in each Proposal must be on completeness and clarity of content. In order to expedite the evaluation of Proposals, it is essential that Proposer follow the format and instructions contained herein. If the Proposer so wishes, the Proposal may be accompanied with brochures, promotional materials, or displays properly identified. However, Proposal Submission Requirements as listed herein must be followed. All Proposals must be submitted as specified on the Proposal pages which follow. Any attachments must be clearly identified.

The Proposal shall be considered an offer on the part of the Proposer, which offer shall be deemed accepted upon approval of the City Commission of the City of Hollywood, and in case of default the City of Hollywood reserves the right to accept or reject any or all Proposals, to waive irregularities and technicalities, and request new Proposals. The City also reserves the right to award any resulting agreement as it deems will best serve the interests of the City.

## FORMAT

### 1. Title Page

Show the Request for Proposal subject, the name of your firm, address, telephone number, name of contact person and date.

See page 1

### 2. Table of Contents

Clearly identify the material by section and page number.

See page 2

### 3. Letter of Transmittal

Limit to one (1) or two (2) printed pages.

a. Briefly state your firm's understanding of the work to be done and provide a positive commitment to perform the work.

b. Give the names of the persons who will be authorized to make representations for your firm, their titles, addresses and telephone numbers.

See Page 6

### 4. Profile of Proposer

a. State whether your organization is national, regional or local.

## Regional

- b. State the location of the office from which your work is to be performed.

## Florida

- c. Describe the firm, including the size, range of activities, etc. Particular emphasis should be given as to how the firm-wide experience and expertise in the area addressed by this Request for Proposal, will be brought to bear on the proposed work.

## Business History & Organization:

TCMAi is a physician owned and managed organization, founded by Dr. J. Michael Adelberg, MD, FAEP – President, an actively practicing, board-certified emergency physician, licensed in the state of Florida (as well as many other states), with more than thirty years of emergency department experience. He currently holds several professional appointments including Associate Professor of Medicine for Florida State University, Project Medical Director for Okeechobee County Fire Rescue, and Medical Director for All County Ambulance Services. In addition to these appointments, Dr. Adelberg continues to act as Regional Medical Director of all TCMAi managed Employee Health, Wellness, Occupational Healthcare Clinics, and Mobile Screening Units.

Employing over 100 healthcare professionals of all levels, TCMAi's staff are local medical professionals with experience in Health, Wellness, Occupational Health & Safety, Family Medicine, Workers Compensation, Urgent Care, and Emergency Care. TCMAi is organized and intentionally designed to facilitate clinical management oversight, on-site at our municipal partners' facilities. This allows quick response to any identified needs and /or modifications to procedures unique to both client and patient needs.

TCMAi employs specialists in Occupational Healthcare Clinics, Health & Wellness Clinics, Urgent Care Clinics, and Family Practice Clinics. These experts' partner with clients to develop and operate Occupational Healthcare Clinics, Mobile Screening Units, and Employee Health & Wellness Clinics for Municipalities, School Boards, Utilities, and Private Corporations. TCMAi also operates Urgent Care Clinics which provide standard health services and on-site health screenings. Additionally, TCMAi administers Health Risk Assessments compiling data for clients to develop wellness programs. These programs mitigate the risk of costly employee health issues. TCMAi has experience in developing physical screening requirements for police and fire officers (on or off site), a process that requires expertise in liaising with professional organizations and risk management personnel.

Depending on our Client's needs, our Clinics or Mobile Screening Units are staffed with Medical Directors, Occupational Healthcare Physicians, Family Practice Physicians, Emergency Physicians, Advanced Register Nurse Practitioners, Physicians Assistants, Health & Wellness Coaches and Supporting Staff.

Below are pictures of TCMAi's Mobile Screening Unit that TCMAi proposes the City of Hollywood, FL use for the convenience of employees by allowing on-site Occupational Healthcare Services to come to the employees work sites to come to the employees work sites. The Mobile Screening

Unit includes 2 exams rooms, a lab, ultrasound equipment, stress test equipment, and a DOT compliant restroom. We can use this Mobile Unit to do a broad spectrum of Occupational Healthcare Services including, but not limited to:

- Physical Exam (NFPA 1582 Compliant)
  - Vision (Titmus) and Hearing Exams
  - Skin Cancer Assessment
  - Agility, Strength, Flexibility, and Endurance Assessments
- Cardio Pulmonary Assessment
  - Echocardiogram (Heart Ultrasound)
  - Resting EKG
  - Treadmill Stress Test using the Bruce Protocol with EKG
  - Carotid Arteries Ultrasound
  - Aortic Aneurysm Ultrasound
  - Pulmonary Function Test
- Cancer and Disease Assessment
  - Thyroid Ultrasound
  - Liver, Pancreas, Gall Bladder, Spleen, Kidney and Bladder Ultrasounds
  - Pelvic Ultrasound for Women (External, Ovaries and Uterus)
  - Testicular Ultrasound for Men
  - Prostate Ultrasound for Men
- Blood and Laboratory Tests
  - Hemocult Test
  - Urinalysis
  - Lipid Panel
  - Diabetes Tests (H-A1C and Glucose)
  - Complete Blood Count
  - Comprehensive Metabolic Panel
  - Thyroid Panel
  - Testosterone Levels
  - PSA for Men
  - CA-125 for Women
- Fitness Program (NFPA 1582 Guidelines)
  - Fitness and Agility Evaluation
  - Body Composition Analysis
  - Stretching, Flexibility, and Endurance Analysis
  - Nutrition and Diet Recommendations
  - Personal Fitness Recommendation
- Medical Clearances
  - OSHA Respirator Medical Clearance
  - Firefighter Medical Clearance

## Mobile Unit Medical Equipment

TCMAi's mobile unit is equipped with:

- Audiometer
- EKG Machine

- Spirometer
- Stress Test Machine with electrodes
- Treadmill
- Full Lab Capability (including test tubes and needles)
- Chain of Custody Drug Testing Capability
- X-Ray Machine

This experience means TCMAi has performed tens of thousands of drug screenings, employment physicals, firefighter physicals, and worker's comp cases.













d. Provide a list and description of similar municipal engagements satisfactorily performed within the past three (3) years. For each engagement listed, include the name, email, fax and telephone number of a representative for whom the engagement was undertaken who can verify satisfactory performance.

## Reference No.1

Firm: City of Port St. Lucie, Florida

Number of Patients for this contract: 1,000

Reference Contact: Claudia McCaskill, Manager  
Name Title

Address: 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34954

Telephone: (772 ) 344-4081 Fax: (772) 871-5274

E-Mail: cmccaskill@cityofpsl.com

Description of Services Provided:

TCMAi in partnership with the City of Port Saint Lucie created PSL Medical Providers, Inc. (a Wholly owned subsidiary of TCMAi) for the purpose of providing Health, Wellness, and Occupational Health services to 1,000 city employees, as well as their dependents, and retirees.

These Health and Wellness services include the entire Scope of Service including:

- i. Basic Primary Care,
- ii. Medication Dispensing,
- iii. Wellness. Nutrition, and Disease Management Programs,
- iv. Urgent Care Services,
- v. Occupational Health Services,
- vi. Pre-Employment Drug Testing,
- vii. Random, Return-to-Duty, and Follow-Up Drug Testing, and
- viii. Initial Worker's Compensation Evaluation, Completed DWC-25.

Initial contract began in 2011 and will be renewed for an additional 2 years in 2017. The City of Port St Lucie has renewed with TCMAi due to high performance and employee satisfaction.

PSL Medical Providers (a wholly owned subsidiary of TCMAi) currently employs 1 Physician, 2 Mid-Levels and 4 additional clinical staff members.

## Reference No.2

Firm: Okeechobee County

Number of Patients for this contract: 600

Reference Contact: Mariah Anuez, Human Resource/Risk Management Director  
Name Title

Address: 304 NW 2nd Street, Room 103, Okeechobee, FL 34972

Telephone: (863) 763-9312 ext. 3 Fax: (863) 763-0118

E-Mail: manuez@co.okeechobee.fl.us

Description of Services Provided:

TCMAi provides medical services to all 600 Okeechobee County employees, their dependents, and retirees through the Okeechobee Urgent Care location. These Health and Wellness services include the entire Scope of Service including:

- i. Basic Primary Care,
- ii. Medication Dispensing,
- iii. Wellness. Nutrition, and Disease Management Programs,
- iv. Urgent Care Services,
- v. Occupational Health Services,
- vi. Pre-Employment Drug Testing,
- vii. Random, Return-to-Duty, and Follow-Up Drug Testing, and
- viii. Initial Worker's Compensation Evaluation, Completed DWC-25.

Performance Period: October 2017 – Present

## Reference No.3

Firm: The School Board of Highlands County

Number of Patients for this contract: 1,500

Reference Contact: Richard Birt, Finance Director  
Name Title

Address: 426 School Street, Sebring, FL 33870

Telephone: (863 ) 449-0669 Fax: (863) 471-5627

E-Mail: Birtr@highlands.k12.fl.us

Description of Services Provided:

TCMAi in partnership with the School Board of Highlands County created SBHC Medical

Providers, Inc. (a wholly owned subsidiary of TCMAi) for the purpose of providing Health, Wellness, and Occupational Health services to 1,500 school board employees. In addition to the Scope of Services described in this RFP TCMAi provides the following services:

- i. Basic Primary Care,
- ii. Medication Dispensing,
- iii. Wellness, Nutrition, and Disease Management Programs,
- iv. Urgent Care Services,
- v. Occupational Health Services,
- vi. Pre-Employment Drug Testing,
- vii. Random, Return-to-Duty, and Follow-Up Drug Testing, and
- viii. Initial Worker's Compensation Evaluation, Completed DWC-25.

SBHC Medical Providers (a wholly owned subsidiary of TCMAi) currently employs 1 Physician, 2 Mid-Levels and 7 additional clinical staff members.

e. Have you been involved in litigation within the last five (5) years or is there any pending litigation arising out of your performance?

No.

5. Summary of Proposer's Qualifications.

a. Identify the project manager and each individual who will work as part of the engagement. Include resumes for each person to be assigned. The resumes may be included as an appendix.

Management of the Medical Evaluations and Physicals for the City of Hollywood employees will be managed by the Medical Director and supported by the On-Site Mobile Screening Unit/Clinical Supervisor of the proposed Mobile Screening Unit or at a space provide by the City. Responsibilities of each principle party will be outlined before the project commences and the implementation of an on-going Quality Assurance Program will be implemented to ensure the highest quality of service is rendered by TCMAi throughout the project. This program will be based on the goals, needs, and perceptions of the City and its employees.

**J. MICHAEL ADELBERG, MD, FAEP**

**EDUCATION**

**Bachelor of Science - 1980**

University of Waterloo, Waterloo Ontario, Canada

**Medical Degree - 1984**

University of Western Ontario School of Medicine  
London Ontario, Canada

**Internship - 1984-85**

Hurley Medical Center  
#1 Hurley Plaza, Flint, Michigan 48502

**Residency - 1985**

Medical College of Ohio  
3000 Arlington Avenue, Toledo, Ohio 43614

**BOARD CERTIFICATIONS**

Board Certified in Emergency Medicine  
Advanced Cardiac Life Support, ACLS  
Advanced Trauma Life Support, ATLS

**LICENSES**

Michigan (48674) Florida (ME 0068270)  
Indiana (01036812) Providence of Ontario (60387)  
Wisconsin (30937) Virginia (53885)  
Alabama (18593) Tennessee (28390)  
Georgia (39522) Pennsylvania (MD-062891-L)

**PAST HOSPITAL AFFILIATIONS**

**Medical Director of Emergency Services**

Herrick Memorial Hospital Caro Community Hospital  
500 E. Pottawatamie Street 401 N. Hooper Street  
Tecumseh, MI 49286-2097 Caro, MI 48723  
1986 - 1996 1993 - 1994

**Emergency Department Physician Emergency Department Physician**

St. Francis Hospital St. Joseph's Hospital  
3237 S. 16<sup>th</sup> Street 5000 W. Chambers Street  
Milwaukee, WI 53215 Milwaukee, WI 53210-9988  
(30,000 volume - 1/30/98 to Present) (45,000 volume - 7/20/98 to present)

**Emergency Department Physician Emergency Department Physician**

Satilla Regional Medical Center White County Memorial Hospital  
410 Darling Avenue 1101 O'Connor Boulevard  
Waycross, GA 41501 Monticello, IN 33414  
(35,000 volume - 6/92 to Present) (10,500 volume - 12/97 to Present)

**Emergency Department Physician Emergency Department Physician**

Mecosta County General Hospital St. Anthony Memorial Health Center  
405 Winter Avenue 301 West Homer  
Big Rapids, MI 49307 Michigan City, IN 46360  
(20,000 volume - 5/89 to 6/2000) (23,000 volume - 1/98 to 6/2000)

**Emergency Department Physician Emergency Department Physician**

Wellington Regional Medical Center Highlands Regional Medical Center  
10101 Forest Hill Boulevard 3600 South Highlands Avenue  
West Palm Beach, FL 33414 Sebring, FL 33870-5495  
(21,000 volume - 12/96 to Present) (14,000 volume - 12/95 to Present)

**Locum Tenens – ER Emergency Department Physician**

Windsor Metropolitan City West Shore Medical Center  
1995 Lens Avenue 1465 East Parkdale Avenue  
Windsor Ontario, Canada N8W1L9 Manistee, MI 49660-9709  
(50,000 volume - 1/90 to present) (28,000 volume - 1/00 to present)

**Emergency Department Physician Medical Director**

Yale Community Hospital Raulerson Hospital  
420 North Street 1796 Highway 441 North  
Yale, MI 48097 Okeechobee, FL 34972  
(12,000 – 04/89 to present) (25,000 – 1/00 to present)

**Emergency Department Physician Emergency Department Physician**

Midwest Emergency Physicians, LLP Langlade Hospital  
4075 Copper Ridge Drive 112 East 5<sup>th</sup> Avenue  
Traverse City, MI 49684-4796 Antigo, WI 54409-2710  
(30,000 – 9/11 to present) (15,000 – 9/11 to present)

**RECENT ADMINISTRATIVE/PROFESSIONAL EXPERIENCE**

2003 to present:

**President/Owner and Regional Medical Director**  
**TREASURE COAST MEDICAL ASSOCIATES, INC.**  
Stuart Urgent Care  
Okeechobee Urgent Care Center  
Highlands Urgent Care  
School Board of Highlands County Medical Providers, Inc.  
West Palm Beach Medical Providers, Inc.  
Okeechobee Medical Providers, Inc.  
Alachua Medical Providers, Inc.  
Port St. Lucie Medical Providers, Inc.

1998 to present: President

**and Medical Director**  
**OKEECHOBEE EMERGENCY PHYSICIANS, INC.**  
HCA Raulerson Hospital  
Okeechobee, FL 34972

1994 to 1999

**Medical Director**  
Locum Tenens Service of Emergency Consultants, Inc.  
2240 S. Airport Road, Traverse City, MI 49684

**Regional Medical Director**

Florida/Alabama – Emergency Consultants, Inc.  
2240 S. Airport Rd., Traverse City, MI 49684

**Medical Director**

Port St. John Urgent Care Clinic  
Port St. John, FL (Division of Parrish Medical Center, Titusville)

1997 to present:

**Oral Board Examiner**

The American Association of Physician Specialists

Oct 1999 to 2009:

**Medical Director, Emergency Department**

Raulerson Columbia Hospital  
Okeechobee, FL

Jan 2001 to Jan 2002

**Associate Medical Director**

Hospice of Palm Beach County

November 1996 to present

**Medical Director, Project Medical Director**

Okeechobee County Fire Rescue Medical

January 2004 to present

**Medical Director**

All County Ambulance Services

**PROFESSIONAL ASSOCIATIONS**

Fellow of the Association of Emergency Physicians  
Association of Emergency Physicians  
Wisconsin State Medical Society  
American Association of Physician Specialists  
Essex County Medical Society (Windsor Ontario, Canada)  
Ontario Medical Association

**OTHER**

Accumulation of 65,000 hours of Emergency Department work

1989-1994: **Project Medical Director** of the Medical Control Board, Lenawee County, Michigan

1996- Present: **Medical Director**, Medical Control Board Okeechobee County E.M.S.

**Airline Transport Pilot** (license received in 1992)

No entries in *National Practitioner Data Bank*

AC# **8681088**

STATE OF FLORIDA  
DEPARTMENT OF HEALTH  
DIVISION OF MEDICAL QUALITY ASSURANCE

DATE	LICENSE NO.	CONTROL NO.
12/06/2018	ME 68270	639781

The **MEDICAL DOCTOR** named below has met all requirements of the laws and rules of the state of Florida.

Expiration Date: **JANUARY 31, 2021**  
**JONATHAN MICHAEL ADELBERG**  
 3405 NW FEDERAL HWY  
 JENSEN BEACH, FL 34957

QUALIFICATION(S):  
DISPENSING PRACTITIONER

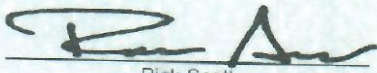
STATE OF FLORIDA  
DEPARTMENT OF HEALTH  
DIVISION OF MEDICAL QUALITY ASSURANCE


AC#	LICENSE NO.	CONTROL NO.
8681088	ME 68270	639781

The **MEDICAL DOCTOR** named below has met all requirements of the laws and rules of the state of Florida.

Expiration Date: **JANUARY 31, 2021**  
**JONATHAN MICHAEL ADELBERG**

QUALIFICATION(S):  
Dispensing Practitioner

  
Rick Scott  
GOVERNOR

  
Celeste M. Philip, M.D., M.P.H.  
Surgeon General and Secretary

DISPLAY IF REQUIRED BY LAW

b. Describe the experience in conducting similar projects for each of the consultants assigned to the engagement. Describe the relevant educational background of each individual.

## KEY PERSONNEL & STAFF

J. Michael Adelberg, MD, FAEP President/Owner of TCMAi:

TCMAi proposes J. Michael Adelberg MD, FAEP as Medical Director of the Screening Unit or a space provided by the City. Dr. Adelberg is a graduate of the University of Western Ontario, in London, Ontario, Canada. He completed his residency in Emergency Medicine at Medical College of Ohio, in 1987. Dr. Adelberg has been practicing medicine for over thirty years and licensed in nine states and the Province of Ontario, Canada. His certifications include: Emergency Medicine, Advanced Cardiac Life Support, Advanced Trauma Life Support, and Opiate Treatment Certification. Dr. Adelberg is an expert outside of the Emergency room as well, with years of experience in the management of Employee Clinics, Urgent Care facilities, and Mobile Screening Units.

Currently, Dr. Adelberg acts as subject matter expert on the establishment and operation of Employee Health, Wellness, and Occupational Health & Safety Healthcare Clinics, and Mobile Screening Units. He is the President of TCMAi and its affiliates, actively involved in all levels of their operation, including; Occupational Health & Safety Clinics which perform Worker's Compensation and Preventive Care, as well as Mobile Screening Units that specialize in Fire Fighter Physicals, Police Physicals, as well as all Occupational Healthcare. He is an Airline Transport Pilot and operates the company aircraft in order to provide quick response to our client facilities.

## CLINICAL STAFF

All other staff will have responsibilities outlined in their policies and procedures. Those will include ensuring they meet their job duties, conform to all relevant policies and procedures, ensure all patient issues are properly documented and reported to the Medical Director, and self-report any defective services that come to their attention. TCMAi does not outsource clinical staff.

c. Describe the organization of the proposed project team, detailing the level of involvement, field of expertise and estimated hours for each member of the team.

TCMAi proposes the management of the Medical Evaluations and Physicals for the City of Hollywood employees will be managed by the Medical Director and supported by the On-Site Mobile Screening Unit/Clinical Supervisor at the proposed Mobile Screening Unit or at a space provided by the City.

TCMAi will work with the City of Hollywood in determining the appropriate number of days and hours needed each month in order to successfully complete the Medical Evaluations and Physicals.

TCMAi employs specialists in Occupational Healthcare Clinics, Health & Wellness Clinics, Urgent Care Clinics, and Family Practice Clinics. These specialists' partner with clients to develop and operate Occupational Healthcare Clinics, and Mobile Screening Units.

TCMAi has experience in developing physical screening requirements for police and fire officers (on or off site), a process that requires expertise in liaising with professional organizations and risk management personnel.

### **On-Site Mobile Screening Unit/Clinical Supervisor- ARNP/PA**

**Job Supervisory Responsibilities:** Supervise medical support staff (Medical Assistants, BXMO/RT's, and Ultrasound Technicians)

**General Summary:** The On-Site Mobile Screening Unit/Clinical Supervisor will be directly responsible for the diagnosis and treatment of patients and will be empowered (along with the Medical Director) to make necessary changes to operations in order to ensure quality service. The On-Site Mobile Screening Unit/Clinical Supervisor is expected to be familiar with the philosophy, goals, and objectives of TCMAi and work collaboratively to achieve them. They must be cognizant of, and comply with, all TCMAi policies and procedures, as well as the pertinent state and federal regulations.

### **Essential Job Responsibilities:**

- Obtain health history and perform physical examinations.
- Diagnose and direct counseling for each patient on a plan for treatment.
- Perform minor surgical procedures.
- Arrange referral for patients requiring services not offered at TCMAi.



- Review incoming reports (e.g. lab, x-ray, EKG). Sign, date, and follow-up in a timely manner.
- Comply with the TCMAi Disease Management plan which includes personally utilizing universal precautions. Ensure compliance by support staff.
- Participate in peer review, quality assurance, provider meetings, and other clinical meetings.
- Assist in updating protocols and principles of practice as requested
- Assist in outside medical public relations functions.
- Other duties as assigned.

**Minimum Qualifications:**

- Appropriately licensed through the Florida Board of Nursing (ARNP) or Board of Medicine (P.A.).
- Extensive experience in family medicine, occupational medicine, and wellness to ensure they are comfortable treating a wide range of clinical cases.
- Previous supervisory or management experience.

**Education:**

- Graduate of an accredited school of nursing.
- Graduate of an accredited Nurse Practitioner or Physician's Assistant Program.
- Current Advanced Practice Registered Nurse (APRN) or Physician's Assistant (PA) License.
- Currently Advanced Practice Registered Nurse (APRN) or Physician's Assistant (PA) certification in specialty area.
- Insurability (malpractice)
- Current Cardiopulmonary Resuscitation Certificate (CPR).
- DEA Certification
- DOT Certification

**MA-BXMO or RT-Ultrasound Technician**

**General Summary:** Responsible for performing a variety of duties depending on whether it is the Mobile Screening Unit or On-Site Clinic. They may be involved in both the clinical and administrative areas including assisting On-Site Mobile Screening Unit/Clinical Supervisor with patient care and handling clerical, environmental, and organizational tasks. Provides information to patients so they may fully utilize and benefit from the clinical services.

**Essential Job Responsibilities:**

- Fulfills patient care responsibilities as assigned that may include checking schedules and organizing patient flow; accompanying patients to the exam/procedure room, assisting patients as needed with walking transfers, dressing, collecting specimens, preparing for exam, etc.; collecting patient history; performing screenings per provider guidelines; assisting physicians/nurses with various procedures; charting; relaying instructions to patients; answering calls and providing pertinent information.
- Fulfills clerical responsibilities as assigned that may include

sending/receiving patient medical records; obtaining lab/X-Ray/Ultrasound reports, hospital notes, referral information, etc.; completing forms/requisitions as needed; scheduling appointments; managing and updating charts to ensure that information is complete and filed appropriately.

- Fulfills environmental responsibilities as assigned that may include setting up instruments and equipment according to department protocols; cleaning exam/procedure rooms, instruments, and equipment between patients visits to maintain infection control; cleaning sterilizer according to scheduled maintenance program and keeping appropriate records; ordering, sorting, storing supplies; and restocking exam/procedure rooms.
- Fulfills organizational responsibilities as assigned include respecting/promoting patient rights; responding appropriately to emergency situations; sharing problems relating to patients and/or staff with immediate supervisor.
- Fulfills clinical medical assisting responsibilities which includes medical/surgical aspis, sterilization, instrument wrapping and autoclaving; checking vital signs or mensuration; physical examination preparations; clinical pharmacology; drug administration through various routes including injections, prescription verifications with physician's orders; minor surgery assists including surgical tray set-up pre/post-surgical care, applying dressings, and suture removal; biohazard waste disposal and monitoring; therapeutic modalities; instructing patients with assistive devices, body mechanics, and home care; laboratory procedures including Occupations Safety and Health Administration (OSHA) guidelines; quality control methods; CLIA-waived testing; capillary punctures and venipuncture; specimen handling such as urine, throat, vaginal, stool, and sputum; electrocardiography including mounting, emergency triage, and first aid. Medical Assistants must adhere to the MA scope of practice in the laboratory.

**Minimum Qualifications:**

- Minimum one (1) year of recent experience working in a medical facility as a medical assistant.
- Prior Electrocardiogram (EKG), vital signs, venipuncture, capillary, and Stress Test equipment.
- Registered Medical Assistant (RMA) Certification
- Phlebotomist Certification
  - Radiologic Technician (RT) or Basic X-Ray Machine Operator (BXMO) Certification
  - Ultrasound Technician
  - Current Cardiopulmonary Resuscitation Certificate (CPR) certification.
  - DOT/BAT Certification

- d. Describe what municipal staff support you anticipate for the project.

TCMAi will need the municipal staff to send a roster and timeframe for the Medical Evaluations and Physicals that need to be completed. TCMAi will need for the municipal staff to provide email

addresses for the employees, or for the municipal staff to email the employees, the pre-evaluation documents needed before the employee's scheduled appointment. Most employees appreciate the convenience of being able to complete the pre-evaluation documents ahead of time and then bring the completed forms with them to their appointment.

6. Project understanding, proposed approach, and methodology.

Describe your approach to performing the contracted work. This should include the following points:

Type of services provided. Discuss your role and that of other parties involved in the data gathering, data analysis and recommendation process.

Discuss your project plan for this engagement outlining major tasks and responsibilities, time frames and staff assigned.

TCMAi's approach to implementing and operating the Occupational examinations will center on consistent communication and accountability policy through strict adherence to the TCMAi policy (modified based on the City of Hollywood Requirements) consistent follow-up with all communications, quick corrective actions, and proper documentation of all actions taken. This transparent and accountable methodology will ensure compliance with City requirements and no lapse in service.

7. Summary of the Proposer's Fee Statement.

See Cost Proposal Page Below.

## SECTION VI - COST PROPOSAL PAGE

**Proposer Name: Treasure Coast Medical Associates, Inc.**

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Proposer agrees to supply the products and services at the prices bid below in accordance with the terms, conditions and specifications contained in this RFP.

Cost to the City: Proposer must quote firm, fixed, costs for all services/products identified in this request for proposal. These firm fixed costs for the project include any costs for travel and miscellaneous expenses. No other costs will be accepted.

**Notes:**

Attach a breakdown of costs including but not limited to labor, travel, equipment, materials and parts. Include in the cost proposal below the total cost for each test and a total cost based on approximately 1000 staff members.

### 1. Annual Physical Exam

- Comprehensive Physical \$ 360.00 per
- Vision (Titmus) \$ Included
- Audiometry (hearing) exam \$ Included
- Skin cancer assessment \$ Included
- Personal Consultation with review of testing results \$ Included

### 2. Blood and Laboratory Tests

- Hemocult Test \$ Included
- Urinalysis \$ Included
- Lipid Panel \$ Included
- Diabetes Tests (Hemoglobin A1C and Glucose) \$ Included
- Complete Blood Count \$ Included
- Comprehensive Metabolic Panel \$ Included
- Thyroid (TSH) \$ Included
- PSA (men) \$ Included
- CA-125 (women) \$ Included

### 3. Ultrasound Imaging Tests

- Echocardiogram Heart Ultrasound \$ Included
- Carotid Arteries Ultrasound \$ Included
- Aortic Aneurysm Ultrasound \$ Included
- Thyroid Ultrasound \$ Included

- Liver, Pancreas, Gall Bladder, Spleen, & Kidneys Ultrasound \$ Included
- Bladder Ultrasound \$ Included
- Pelvic Ultrasound for Women (Ovaries and Uterus) \$ Included
- Testicular Ultrasound for Men \$ Included
- Prostate Ultrasound for Men \$ Included

#### 4. Cardiopulmonary Assessments

- Pulmonary Function Test (Spirometry) \$ Included
- Resting EKG \$ Included
- Bruce Protocol Treadmill Stress Test with EKG \$ Included

#### 5. Fitness Evaluations

- Body Fat and Body Composition Analysis \$ Included
- Muscular Endurance Evaluation \$ Included
- Muscular Strength Evaluation \$ Included
- Aerobic Endurance Evaluation (VO2 max calculation) \$ Included
- Flexibility Evaluation \$ Included
- Nutrition and Diet Recommendations \$ Included
- Exercise Prescription \$ Included

**Total Project Cost based on approximately 1000 staff members = \$360,000 yearly**

#### 6. Additional Testing Line Item(s) (priced separately)

- Chest X-ray with Radiologist review \$45.00
- Lumbar X-ray with Radiologist review \$45.00
- Hepatitis A Test \$13.40

<input type="checkbox"/>	Hepatitis B Test	<u>\$13.40</u>
<input type="checkbox"/>	Hepatitis C Test	<u>\$13.40</u>
<input type="checkbox"/>	Hepatitis Vaccines each shot <u>A = 2 shot series = \$75.00 per shot = \$150.00 for series</u>  <u>B = 3 shot series = \$60.00 per shot = \$180.00 for series</u>	
<input type="checkbox"/>	QuantiFeron Gold TB Blood Test	<u>\$75.40</u>
<input type="checkbox"/>	Cholinesterase and Heavy Metals (HazMat)	<u>\$160.00</u>
<input type="checkbox"/>	Tetanus/DP	<u>\$30.00</u>

**Note: All of the above exams shall have a flat fee**

**Additional Tests Offered Priced Separately:**

▪ Chest X-Ray with Radiologist review	<u>\$ 45.00</u>
▪ Lumbar X-Ray with Radiologist review	<u>\$ 45.00</u>
▪ Urine Drug Screen, DOT	<u>\$ 24.00</u>
▪ Urine Drug Screen, 10 Panel, 1-Cup in office	<u>\$ 8.00</u>
▪ Drug Rescreen with confirmation	<u>\$ 18.00</u>
▪ Medical Review Officer (MRO) as indicated	<u>\$ 7.00</u>
▪ Hepatitis A, B, or C test each	<u>\$ 13.40</u>
▪ Hepatitis Vaccines each shot	

A= 2 shot series = \$75.00 per shot = \$150.00 for series

B= 3 shot series=\$60.00 per shot = \$180.00 for series

- Hep B Titers (as needed) \$ 5.00
  
- PPD \$17.12
  
- HIV \$94.00
  
- ABO Blood Type
  - \$ 60.25 - ABO Grouping and Rho(D) Typing
  - \$ 30.25 - ABO Grouping
  
- OSHA Respirator Mask Fit Testing (Portacount) \$100.00
  
- Cholinestrase and Heavy Metals (Hazmat) \$300
  
- Tetnus/DP \$30.00
  
- Nicotine/Cotinine Screening \$20.00
  
- Coronary Calcification Scoring \$200.00
  
- CT Angiogram (CT of the Lungs and Coronary Arteries) \$400.00
  
- MRI of the Brain \$375.00

**Submitted by:**

**J. Michael Adelberg, MD, FAEP**

Name (printed)



Signature

05/29/2019

Date

President

Title

# TCMAi LifeScan

**TCMAi**  
TREASURE COAST  
MEDICAL ASSOCIATES

**Annual National Fire Protection Association (NFPA) Firefighter Medical Examinations**

We provide On-Site, Annual NFPA Compliant Firefighter Medical Examinations per the provisions of the 2013 edition of the NFPA 1582, Standard on Comprehensive Occupational Medical Program for Fire Departments.



**WE'RE MOBILE**

This means we can cover multiple shifts and various sites around your municipality.

## TCMAi LifeScan

Physical Exam (NFPA 1582 Compliant)

- Vision (Titmus) and Hearing Exams
- Skin Cancer Assessment
- Agility, Strength, Flexibility, and Endurance Assessments

Cardio Pulmonary Assessment

- Echocardiogram (Heart Ultrasound)
- Resting EKG
- Treadmill Stress Test using the Bruce Protocol with EKG
- Carotid Arteries Ultrasound
- Aortic Aneurysm Ultrasound
- Pulmonary Function Test

Cancer and Disease Assessment

- Thyroid Ultrasound
- Liver, Pancreas, Gall Bladder, Spleen, Kidney and Bladder Ultrasounds
- Pelvic Ultrasound for Women (External, Ovaries and Uterus)
- Testicular Ultrasound for Men
- Prostate Ultrasound for Men

Blood and Laboratory Tests

- Hemocult Test
- Urinalysis
- Lipid Panel
- Diabetes Tests (H-A1C and Glucose)
- Complete Blood Count
- Comprehensive Metabolic Panel
- Thyroid Panel
- Testosterone Levels
- PSA for Men
- CA-125 for Women

Fitness Program (NFPA 1582 Guidelines)

- Fitness and Agility Evaluation
- Body Composition Analysis
- Stretching, Flexibility, and Endurance Analysis
- Nutrition and Diet Recommendations
- Personal Fitness Recommendations

Medical Clearances

- OSHA Respirator Medical Clearance
- Firefighter Medical Clearance

**CONTACT US**

Phone: 334-360-2366  
Website: [www.TCMAHealthcare.com](http://www.TCMAHealthcare.com)

**\$360.00**

## Aggregate HRA Reporting Examples

Below is an example of the client report that summarizes the aggregate data results for all members participating in biometric screening.





<b>EXAMPLE REPORT</b>	
<b>Significant Early Detection Findings</b>	
<b>Page (1 of 2)</b>	
<b>HEART &amp; ARTERIAL DISEASE</b>	
Left Ventricular Hypertrophy	4
Heart Leak (Follow Up Needed)	1
Mitral Valve Prolapse	3
Carotid Artery Blockages (Severe)	0
Enlarged Left Atrium	1
Right Ventricle Calcification (Follow Up Needed)	1
Abnormal Resting EKG (Follow Up Needed)	19
Abnormal Stress Test (Follow Up Needed)	13
Hypertension	40
<b>AORTA</b>	
Aortic Calcification	3
Moderate Aortic Insufficiency (Follow Up Needed)	1
Aorta (Aneurysm)- Currently Being Monitored	0
Aorta (Aneurysm)- Repaired	0
Aortic Root (Dilated >4 cm)- Currently Being Monitored	0
<b>CANCER &amp; ORGAN DISEASES</b>	
Pre-Diabetes	49
Diabetes (Uncontrolled)	9
Kidney Issues	24
Liver Issues	107
Gallbladder Polyps	8
Gall Stones	9
Enlarged Spleen	15
Pancreatic Issues	12
Ovarian Cyst (Follow Up Needed)	0
Uterine Abnormalities	3
Breast Issues	1



<b>EXAMPLE REPORT</b>	
<b>Significant Early Detection Findings</b>	
<b>Page (2 of 2)</b>	
<b>HEART &amp; ARTERIAL DISEASE</b>	
Left Ventricular Hypertrophy	5
Heart Leak (Follow Up Needed)	1
Carotid Artery Blockages (Severe)	0
Hypertension	21
<b>AORTA</b>	
Aorta (Aneurysm)- Currently Being Monitored	0
Aorta (Aneurysm)- Repaired	0
Aortic Root (Dilated >4 cm)- Currently Being Monitored	1
<b>CANCER &amp; ORGAN DISEASES</b>	
Diabetes (Uncontrolled)	3
Kidney Issues	3
Liver Issues	28
Pancreatic Issues	0
Ovarian Cyst (Follow Up Needed)	1
Breast Issues	0
Prostate Enlargement	8
Thyroid Nodules (Follow Up Needed)	13
Thyroid Nodules (Monitor/ No Follow Up Needed)	17
Testicular Mass	1
<b>PULMONARY/ RESPIRATORY</b>	
Pulmonary Function Test (Less Than 70%)	14
<b>OTHER SIGNIFICANT FINDINGS</b>	
Obesity	15
High Cholesterol	23
Elevated PSA	4
Irregular Chest X-Ray	1
Abnormal TSH	9
<b>TOTAL NUMBER OF SIGNIFICANT FINDINGS</b>	<b>168</b>

## Group Summary Report

### Group Health Risk

This report will show the information gathered through the health assessments survey conducted with your group. Complete data was collected on 333 individuals. Graphs will show you how the group ranks as a whole, what their achievable risks are, the diseases and modifiable habits that affect your group.

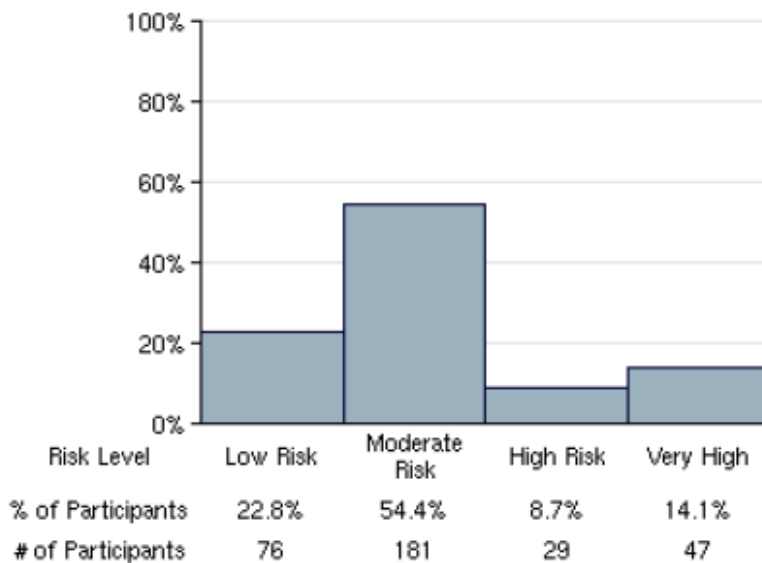
Low risk members are the healthiest and statistically have the best chance of living long and healthy lives. These people eat properly, watch their weight and diet, and use good sense in regards to traffic safety.

Those in the moderate risk group are "average", they may be a touch overweight or have one or two habits that while not the healthiest are not causing any serious problems. People in this group respond well to health promotion since they do not have far to go.

The high risk group has one or more categories where they are more than twice the average statistical risk for their sex and age. This group will suffer some health care problems, and will benefit greatly from intervention programs.

Very high risk individuals are at significant risk for an early death from disease or accidents. These people can cost their employers in high insurance claims and absenteeism due to health issues and accidents.

Current health risk levels



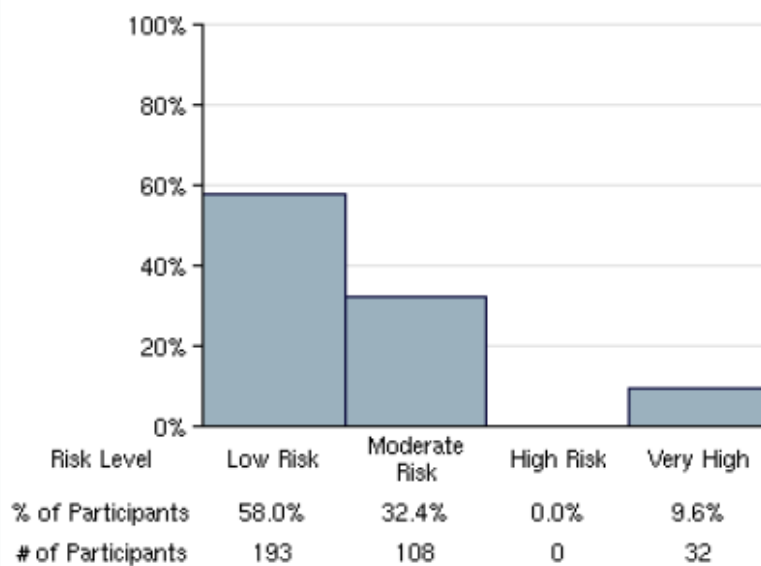
Graph created using data within the specified criteria from:  
◆ Health Risk Assessment

## Achievable Risk

### Achievable Group Risk

The achievable risk graph shows what could happen if the group were to follow all the recommendations for good health. While this won't eliminate all risks, it will significantly decrease them.

Participants achievable risk levels



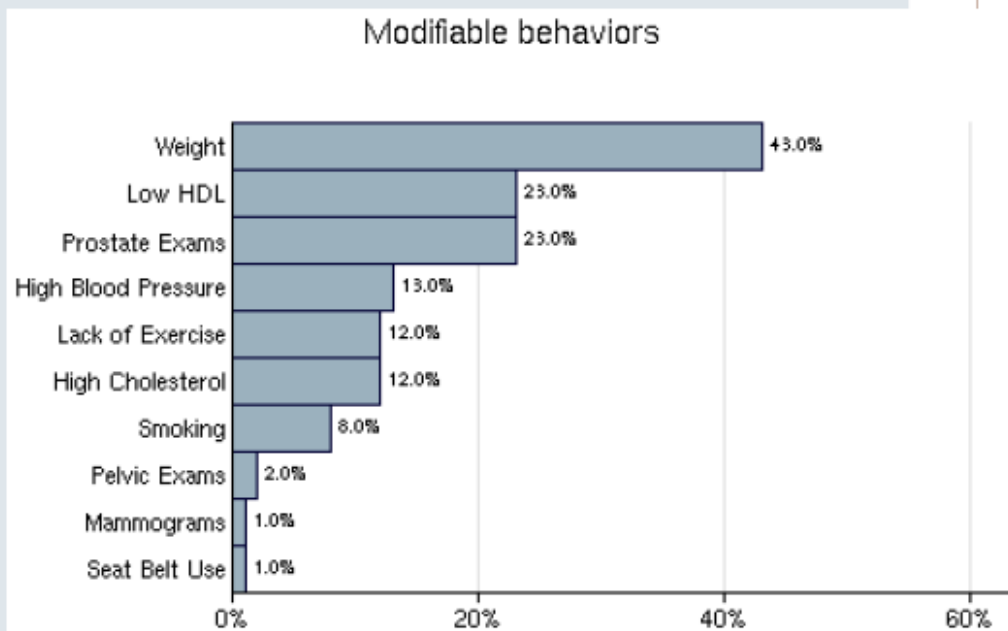
Graph created using data within the specified criteria from:

◆ Health Risk Assessment

## Modifiable Behaviors

### Group Contributing Risk Factors

Members of this group have many habits that if modified would decrease the risks of disease and accidents. This graph shows of those with modifiable behaviors, the percentage negatively affected by each behavior. Maximize your intervention programs by targeting the largest segments.

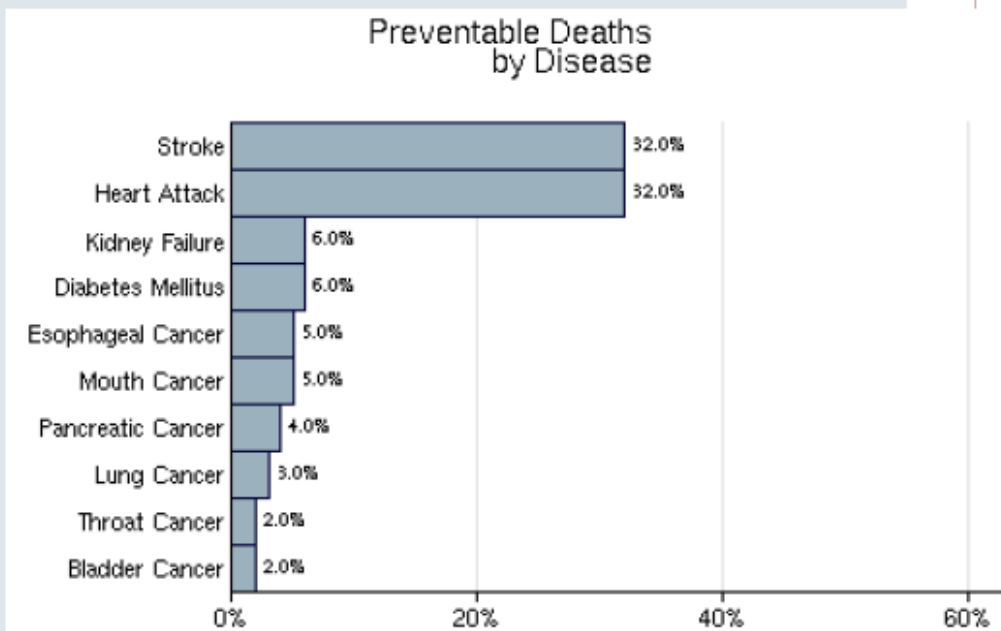


Graph created using data within the specified criteria from:  
 ♦ Health Risk Assessment

## Specific Disease Risks

### Preventable Deaths by Disease

Based on the results of the assessment, the graph will show the impact of risky behavior based on the number of participants with above average risks for each disease.



Graph created using data within the specified criteria from:  
 ♦ Health Risk Assessment

## Cardiac Risk Report

### Cardiac Assessment Results

These are the results from your members that have taken the disease specific cardiac risk assessment. Complete data was collected on 24 individuals. This graph shows the break down of cardiac risk across your group.

Cardiovascular disease is the No. 1 cause of death in the United States and it has been for the past 80 years. According to the American Heart Association, in 2008, cardiovascular disease represented 1 out of 3 deaths in America. It remains a major cause of disability and results in substantial health care expenditures.

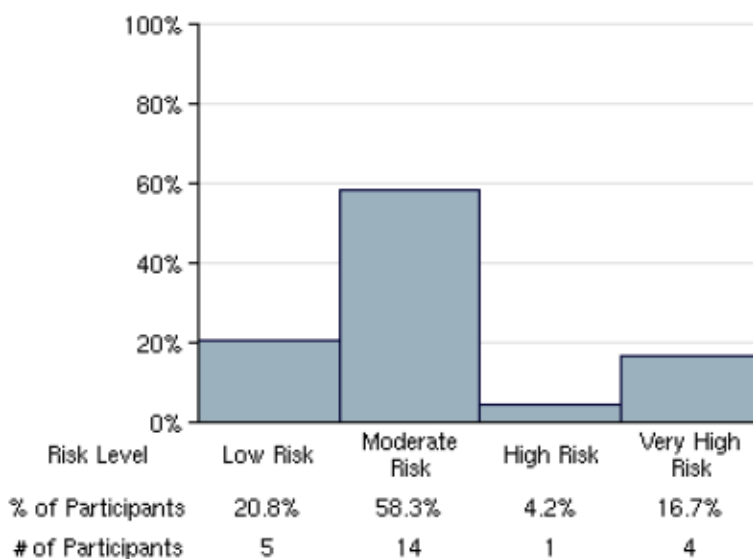
A person's risk of cardiovascular disease is influenced by factors such as smoking, high blood pressure, high blood cholesterol, diabetes, being overweight or obese and physical inactivity. Cardiac risk also increases with age and also if a member has a close relative who had heart disease at an early age. Most of the above factors are highly modifiable if members choose to adopt healthy lifestyles.

This assessment measures the risk of having a heart attack or dying from coronary heart disease in the future based on risk factors present in the group. Cardiac assessment is recommended for people age 20 and above. By 40, everyone should be aware of their cardiac health status and risk reassessed every 5 years.

If the risk score is low, members should still be vigilant with their cardiovascular health. Even one risk factor, such as high cholesterol, that is not treated may lead to a higher risk later in life.

It is essential to analyze the group's cardiac risk and make plans or programs to minimize risk factors. Working to modify all risk factors present by promoting a healthy diet, a healthy weight, smoking cessation and an active lifestyle will benefit cardiovascular as well as overall health.

Cardiac risk levels



Graph created using data within the specified criteria from:  
◆ Cardiac Risk Assessment

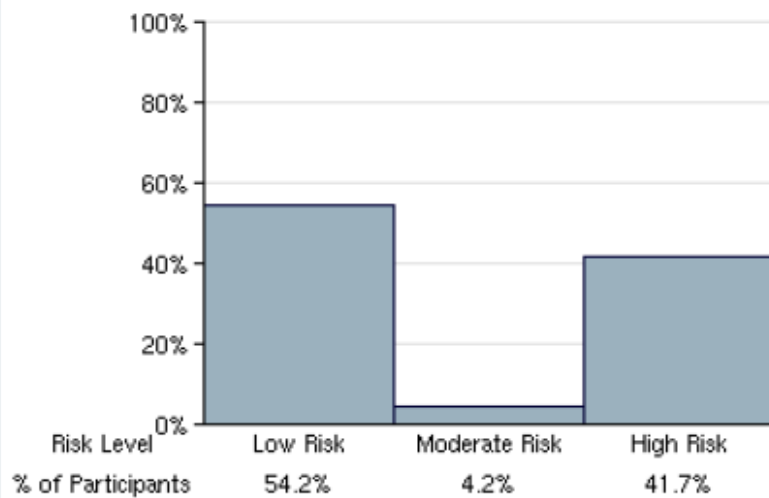
## Diabetes Risk Report

### Diabetes Assessment Results

25.8 million children and adults in the United States - 8.3% of the population - have diabetes. 79 million Americans are estimated to have pre-diabetes. Most people with pre-diabetes develop type 2 diabetes within 10 years, unless they make changes to their diet and physical activity that results in a loss of about 5-7 percent of their body weight.

These are the results from your members that have taken the disease specific diabetes risk assessment. Complete data was collected on 24 individuals. This graph shows the break down of diabetes risk across your group.

Diabetes risk levels



Graph created using data within the specified criteria from:  
 ◆ Diabetes Risk Assessment



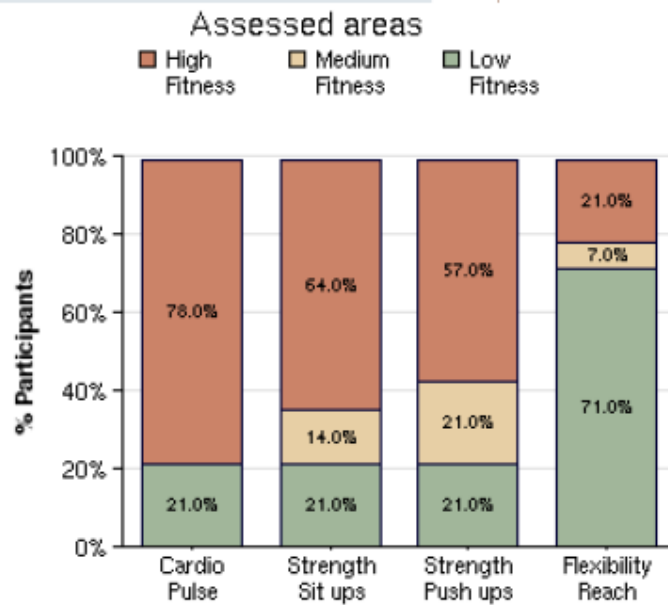
## Fitness Report

### Fitness Assessment Results

These are the results from your members that have taken the fitness assessment. Complete data was collected on 14 individuals. This graph shows the break down of the physical condition in four different areas for your group.

Significant health benefits can be obtained by including a moderate amount of physical activity (e.g., 30 minutes of brisk walking or raking leaves, 15 minutes of running, 45 minutes of playing volleyball). Additional health benefits can be gained through greater amounts of physical activity.

Heart disease is the leading cause of death among men and women in the United States. Physically inactive people are twice as likely to develop coronary heart disease as regularly active people.

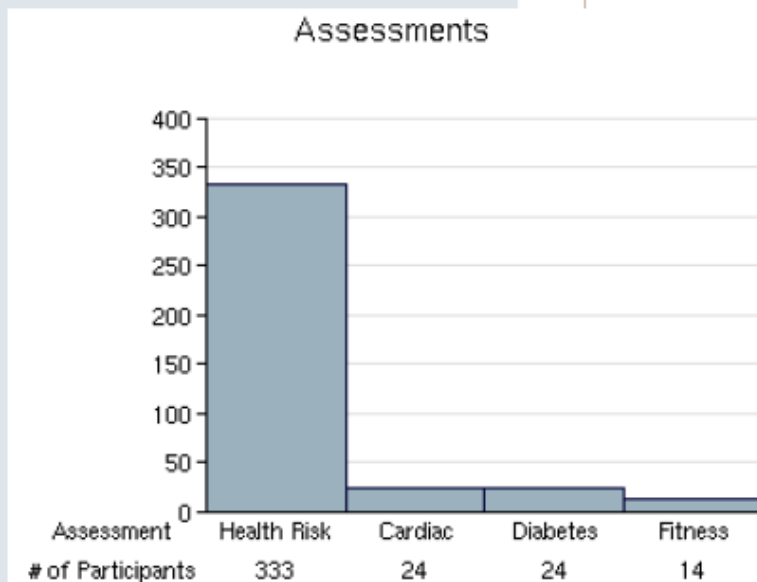


Graph created using data within the specified criteria from:  
◆ Fitness Assessment

## Total Assessments Taken

### Number of Assessments Taken

This graph indicates the number of each assessment your group has completed. This can help put in perspective the graphs in this report, that show the results as percentages.

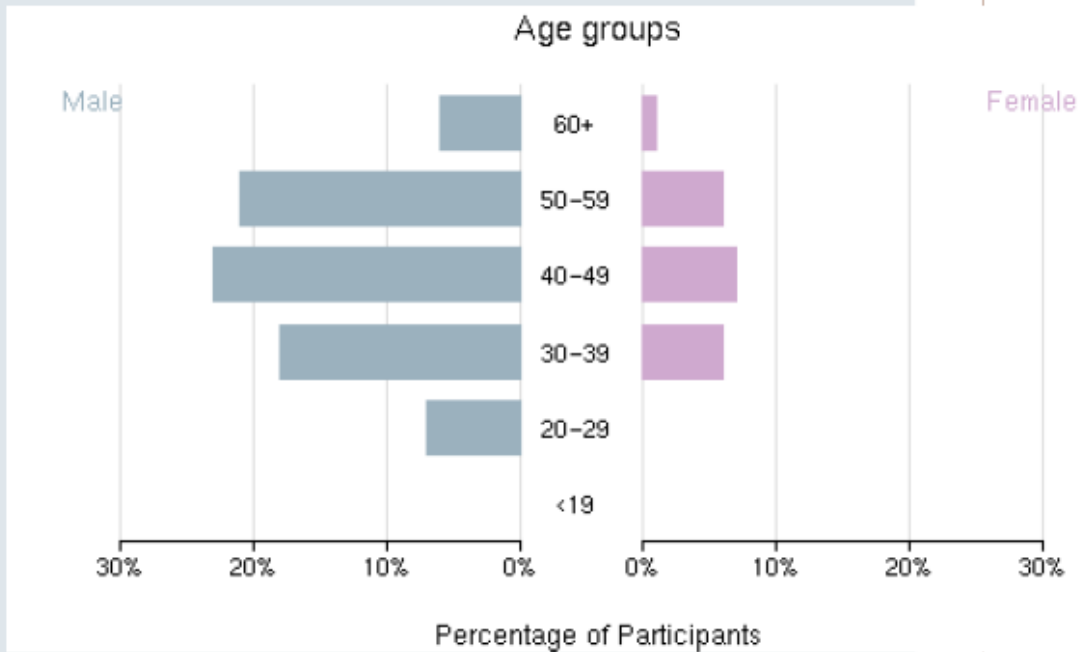


Graph created using data within the specified criteria from:  
 ◆ All Assessments

## Age and Gender Demographics

### Gender by Age Group

Knowing the age and gender of your group is important as you analyze the results. In many instances younger people will show lower risk levels, even if they have poor health habits. Changing these modifiable habits before they become ingrained will significantly reduce their risks as they get older. Women can reduce their risks by having regular pelvic and breast exams.



Graph created using data within the specified criteria from:  
 ♦ All Assessments



## Alcohol

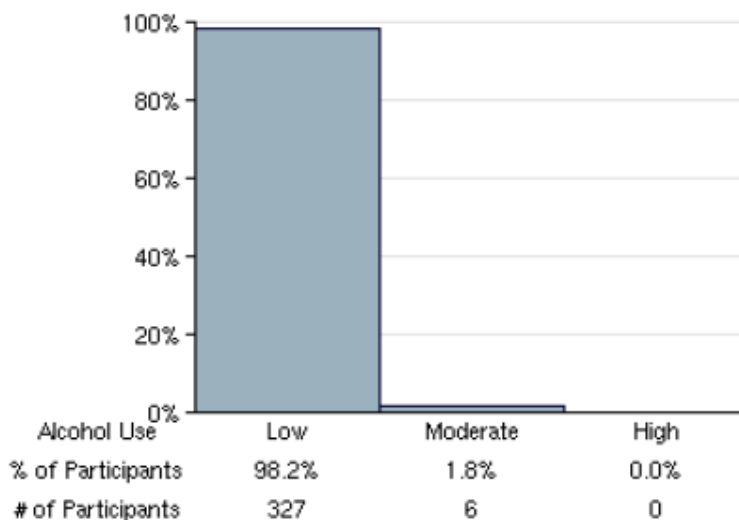
### Drinks in a Week

Alcohol induced deaths increased from 2009 to 2010 and chronic liver disease remains in the top 15 causes of death. Healthy People 2020 reported in 2011, 28.1% of adults age 18 and older born in the U.S. reported that they engaged in binge drinking during the past 30 days, almost one and a half times the rate for adults born outside the U.S.

Males that drink eight or less drinks in a week and females that drink four or less drinks in a week are categorized as low use. Men that drink fifteen or more drinks in a week or women that drink more than seven drinks in a week are considered to be high users.

This group has fewer moderate and heavy drinkers than the US average. Of this group, 8 participants out of 333 reported either drinking and driving or riding with someone who had too much to drink in the last month.

Group Alcohol Use



**Goal:**



Less than 24.4% of adults age 18 and older engage in binge drinking during the past 30 days.

Graph created using data within the specified criteria from:  
◆ Health Risk Assessment

## Blood Pressure

### Group Blood Pressure

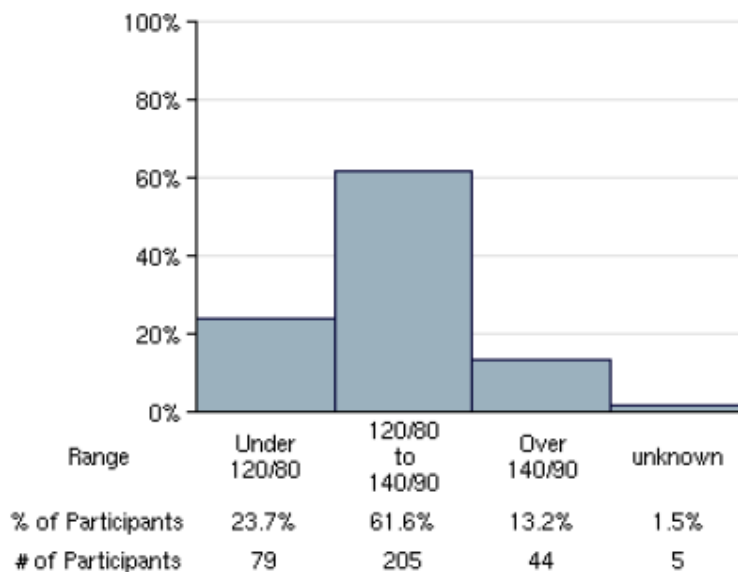
High blood pressure is known as the silent killer and remains a major risk factor for coronary heart disease, stroke, and heart failure. About 76.4 million adults in the United States have high blood pressure. About 69% of people who have a first heart attack, 77% who have a first stroke, and 74% who have congestive heart failure have blood pressure higher than 140/90 mm Hg. The estimated direct and indirect cost of high blood pressure in 2008 is .6billion.

Both the systolic and diastolic readings must be below 120/80 for the user to achieve a normal or low ranking. If either the systolic or diastolic parts of the blood pressure exceed 139/89 the person is considered to have high blood pressure. When both the systolic and diastolic numbers fall between these ranges it is called prehypertension. Those with prehypertension are at increased risk for progression to hypertension.

Lifestyle modification is a cornerstone in the prevention and delay of progression of hypertension. To achieve goal blood pressure, individuals must aim for normal weight, consume a high fiber, low fat and low salt diet and engage in regular aerobic physical activity.

There are a high number of participants with blood pressure higher than recommended. Of these, 65 are on medication to reduce their blood pressure. 23 individuals in this group have high blood pressure and are not taking medicine for it.

Blood pressure ranges



**Goal:**

Less than 26.9% of adults with high blood pressure/hypertension.



Graph created using data within the specified criteria from:  
 ◆ Cardiac Risk Assessment  
 ◆ Health Risk Assessment



# Cholesterol

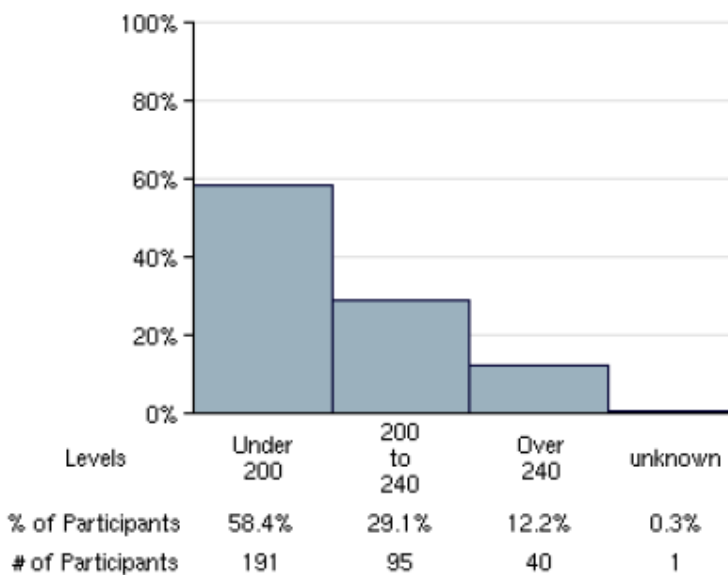
## Group Cholesterol

High blood cholesterol is a major risk factor for heart disease. 33.6 million Americans have total blood cholesterol levels of 240 mg/dL or higher. In a survey conducted by the Centers for Disease Control 23 percent of the individuals reported they have never had their cholesterol checked.

Blood cholesterol levels less than 200 mg/dL are considered desirable. Levels of 240 mg/dL or above are considered high. Levels of 200-239 mg/dL are considered borderline. This group is below the US average for high cholesterol.

Primary prevention works best to decrease cardiovascular disease that results from high cholesterol. Encouraging a healthy diet with low saturated fat and cholesterol, regular physical activity and sustained weight loss reduces cardiac risk. Cholesterol-lowering therapy for members with high levels also show great benefits in decreasing heart disease risk.

Cholesterol levels



**Goal:**



Less than 13.5% of the population with high cholesterol.

Graph created using data within the specified criteria from:  
 ◆ Cardiac Risk Assessment  
 ◆ Health Risk Assessment

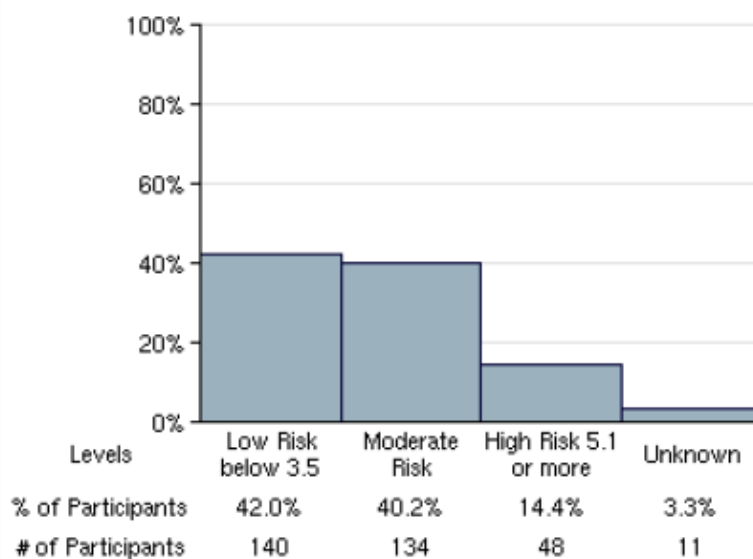


## Cholesterol Ratio

### Group Cholesterol Ratio

Cholesterol ratio is obtained by dividing the high-density lipoprotein (HDL or "good") cholesterol level into the total cholesterol. For example, if a person has a total cholesterol of 200 and an HDL cholesterol level of 50, the ratio would be 4:1. The goal is to keep the ratio below 5:1. The optimum ratio is 3.5:1.

Cholesterol Ratio



**Goal:**



Less than 13.5% of the population with high cholesterol.

Graph created using data within the specified criteria from:  
 ◆ Cardiac Risk Assessment  
 ◆ Health Risk Assessment



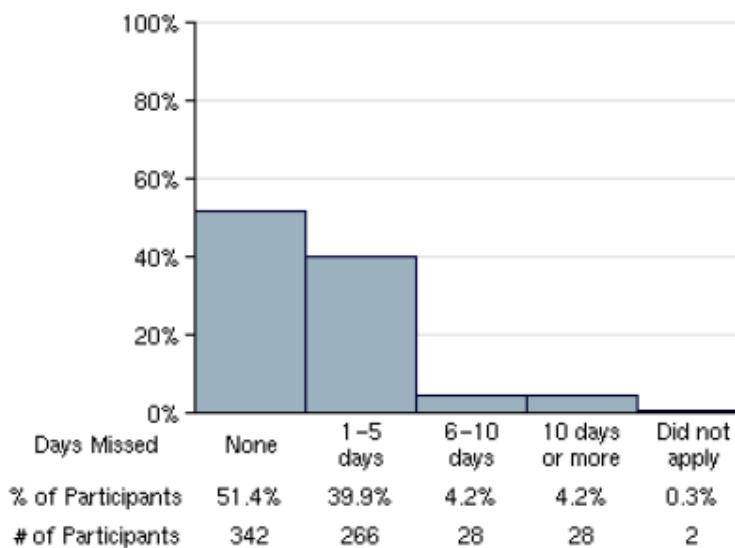
## Days missed

### Group days missed

The number of days missed due to illness by your population can tell you a lot. People will miss fewer days when they enjoy their work, have a good working environment, and don't feel overwhelming stress or pressure.

Make sure everyone has a workstation that works for them. Desks should be the proper height for the tasks usually performed and chairs need to have good back support. Good lighting is also important to reduce eyestrain and glare which can lead to headaches and stress.

Days missed



Graph created using data within the specified criteria from:  
 ◆ Health Risk Assessment





## Dietary Habits

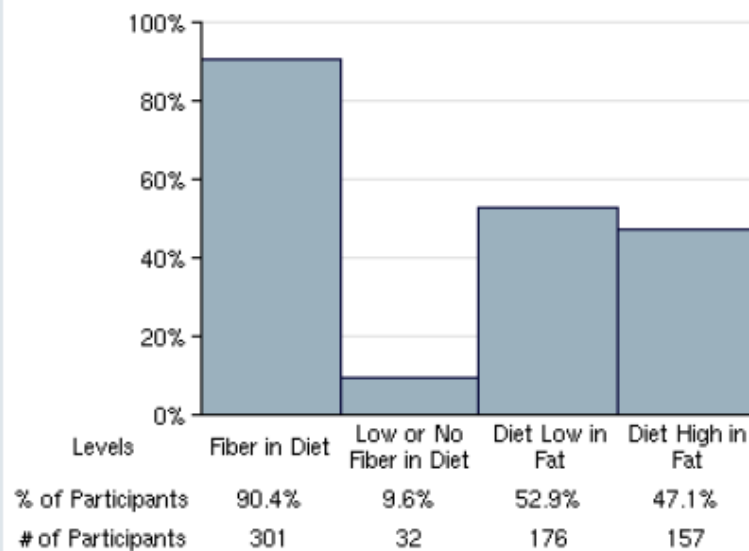
### Fiber and Fat

The recommended dietary fiber intake is 14 grams per 1,000 calories consumed. For example, for a 2000 calorie pattern, the fiber recommendation is 28 grams per day. This is based on the recommendations set forth by the 2010 Dietary Guidelines for Americans. You can find the amount of fiber in a food on the Nutrition Facts label of a product.

Some of the best sources of fiber include: beans and peas, vegetables, fruits, whole grains, and nuts.

Fats and oils are part of a healthful diet, but the type of fat makes a difference to heart health, and the total amount of fat consumed is also important. High intake of saturated fats, trans fats, and cholesterol increases the risk of unhealthy blood lipid levels, which, in turn, may increase the risk of coronary heart disease. A high intake of fat (greater than 35 percent of calories) generally increases saturated fat intake and makes it more difficult to avoid consuming excess calories. A low intake of fats and oils (less than 20 percent of calories) increases the risk of inadequate intakes of vitamin E and of essential fatty acids and may contribute to unfavorable changes in high-density lipoprotein (HDL) blood cholesterol and triglycerides.

Dietary Habits



Graph created using data within the specified criteria from:  
◆ Health Risk Assessment

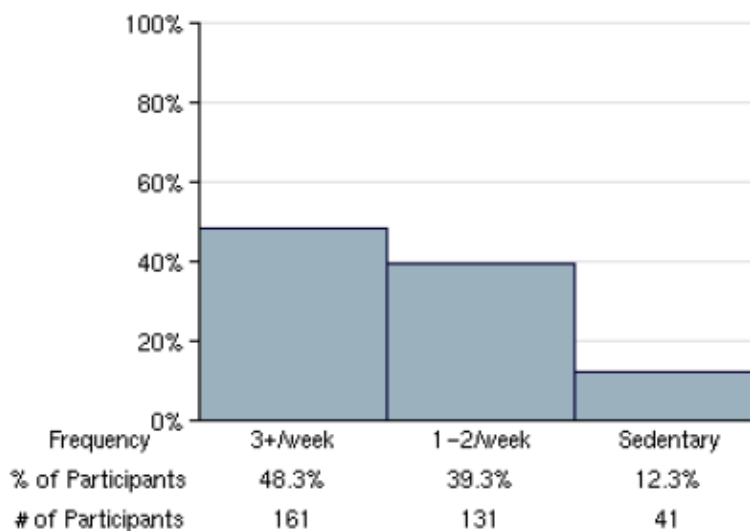
## Exercise

### Group Exercise Habits

Regular physical activity throughout life is important for maintaining a healthy body, enhancing psychological well-being, and preventing premature death. A Surgeon General's report on physical activity and health concluded that moderate physical activity can reduce substantially the risk of developing or dying from heart disease, diabetes, colon cancer, and high blood pressure.

Between 1999 and 2009, the percentage of men 18 years of age and over who met the 2008 federal aerobic activity and muscle-strengthening guidelines increased from 19% to 22%. Among men, the percentage who met the guidelines for those 45-64 years and 65 years of age and over increased during this period, although their levels were lower than among younger men. In 2009, 12% of men 65 years of age and over met the guidelines, compared with 28% of men 18-44 years of age. Throughout this period, women were generally less likely to meet the guidelines than men in the same age group. The percentage of women 18 years of age and over who met the guidelines increased during this period, from 12% to 16%. As with men, the percentage who met the guidelines increased during this period for women 45-64 years and 65 years of age and over. The percentage of women who met the guidelines decreased with age (9% of women 65 years of age and over compared with 19% of women 18-44 years in 2009).

Exercise frequency



**Goal:**



20.1% of adults aged 18 years and older meet the current Federal physical activity guidelines for aerobic physical activity and muscle-strengthening activity.

Graph created using data within the specified criteria from:  
 ◆ Cardiac Risk Assessment  
 ◆ Health Risk Assessment



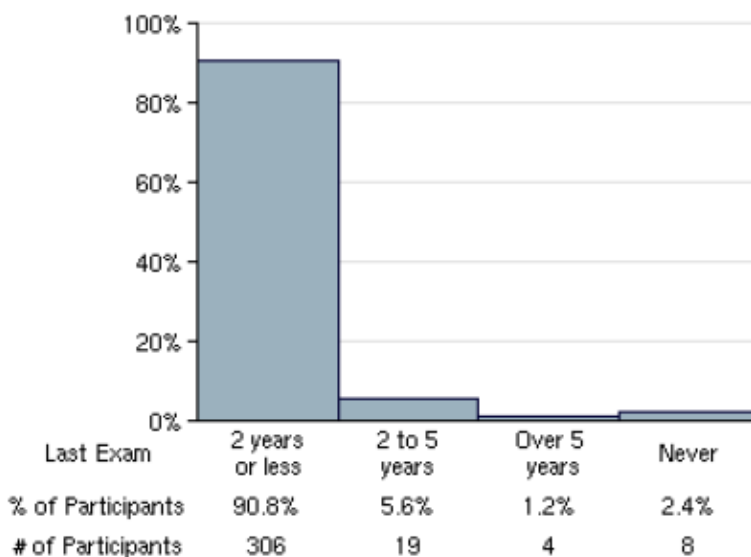
## General exam

### Group general exam

In medicine, the (annual) general medical examination is a common form of preventive medicine involving visits to a general practitioner by asymptomatic adults on a regular basis. This is generally yearly or less frequently. It is known under several other names, such as the periodic health evaluation or preventive health examination.

The term is generally not meant to include visits for the purpose of newborn checks, Pap smears for cervical cancer, or regular visits for people with certain chronic medical disorders (for example, diabetes). The general medical examination generally involves a medical history, a (brief or complete) physical examination and sometimes laboratory tests.

Time since last general exam



Graph created using data within the specified criteria from:  
◆ Health Risk Assessment

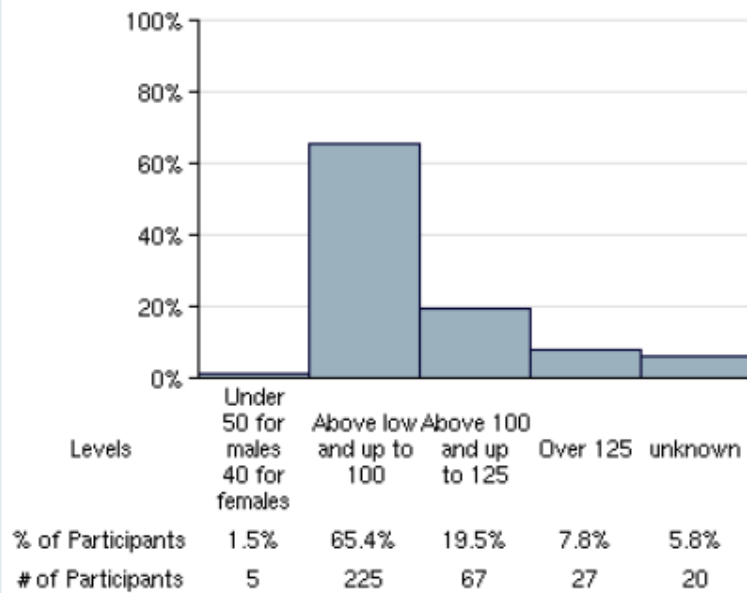
## Glucose

### Group Glucose

A blood glucose test measures the amount of sugar (glucose) in a sample of blood. Glucose is a major source of energy for most cells of the body, including those in the brain.

Levels vary according to the laboratory, but in general up to 100 milligrams per deciliter (mg/dL) are considered normal. Persons with levels between 100 and 126 mg/dL may have impaired fasting glucose or prediabetes. These levels are considered to be risk factors for type 2 diabetes and its complications. Diabetes is typically diagnosed when fasting blood glucose levels are 126 mg/dL or higher.

Glucose levels



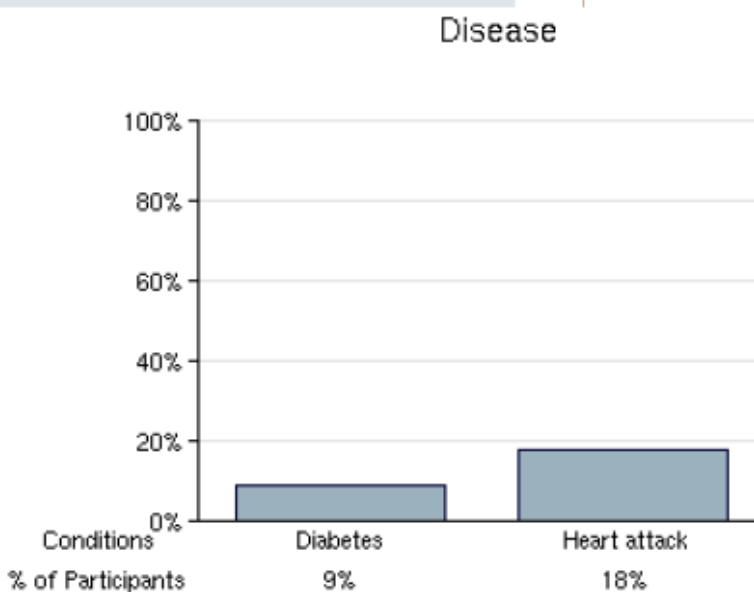
Graph created using data within the specified criteria from:

- ◆ Cardiac Risk Assessment
- ◆ Health Risk Assessment

## History - Personal

### Personal Conditions

These are the results from your members that have answered questions regarding their own disease history. This graph shows the number of self reported personal conditions within the group.



Graph created using data within the specified criteria from:  
◆ Cardiac Risk Assessment

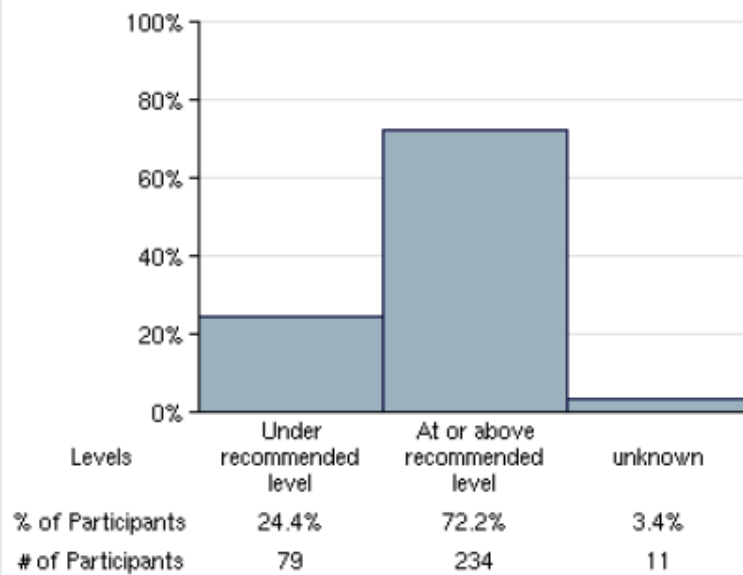
## HDL

### Group HDL

With HDL (good) cholesterol, higher levels are better. Low HDL cholesterol (less than 40 mg/dL for men, less than 50 mg/dL for women) puts you at higher risk for heart disease. In the average man, HDL cholesterol levels range from 40 to 50 mg/dL. In the average woman, they range from 50 to 60 mg/dL. An HDL cholesterol of 60 mg/dL or higher gives some protection against heart disease. The mean level of HDL cholesterol for American adults age 20 and older is 54.3 mg/dL.

Smoking, being overweight and being sedentary can all result in lower HDL cholesterol. To raise your HDL level, avoid tobacco smoke, maintain a healthy weight and get at least 30-60 minutes of physical activity more days than not.

HDL levels



Graph created using data within the specified criteria from:  
 ♦ Cardiac Risk Assessment

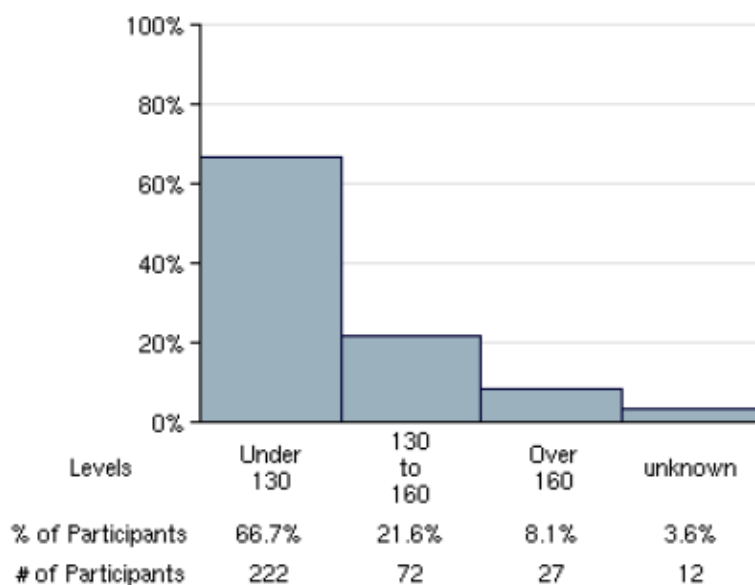
## LDL

### Group Ldl

The lower the level of LDL cholesterol, the lower the risk of heart attack and stroke. In fact, it's a better gauge of risk than total blood cholesterol.

Other risk factors for heart disease and stroke help determine what a healthy LDL level should be, as well as the appropriate treatment.

LDL levels



Graph created using data within the specified criteria from:

- ◆ Cardiac Risk Assessment
- ◆ Health Risk Assessment

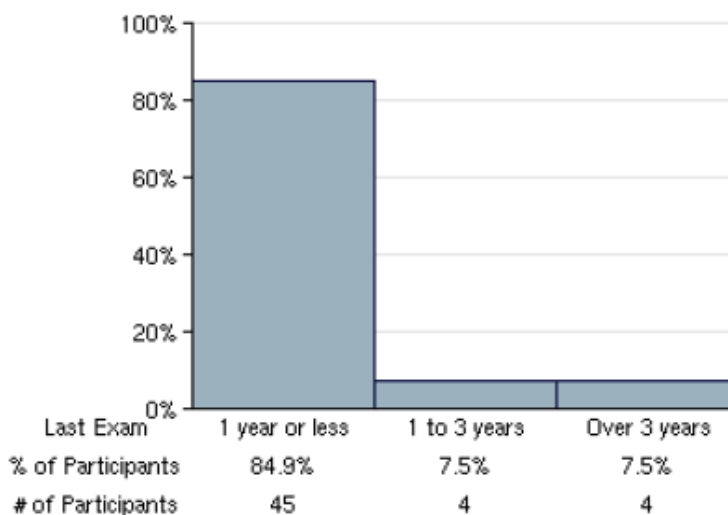
## Mammograms

### Group Mammograms (females 40 and older)

Besides skin cancer, breast cancer is the most commonly diagnosed cancer among U.S. women. More than 1 in 4 cancers in women (about 28%) are breast cancer. In 2011, an estimated 230,480 new cases of invasive breast cancer are expected to be diagnosed in women in the U.S., along with 57,650 new cases of non-invasive (in situ) breast cancer. About 39,520 women in the U.S. are expected to die in 2011 from breast cancer, though death rates have been decreasing since 1990. These decreases are thought to be the result of treatment advances, earlier detection through screening, and increased awareness.

Death from breast cancer can be reduced substantially if the tumor is discovered at an early stage. Mammography is the most effective method for detecting these early malignancies. Clinical trials have demonstrated that mammography screening can reduce breast cancer deaths by 20 to 39 percent in women aged 50 to 74 years and about 17 percent in women aged 40 to 49 years. Breast cancer deaths can be reduced through increased adherence with recommendations for regular mammography screening. There are a high number of participants in your group that have not had a screening recently.

Time since last mammogram



**Goal:**



81.1% of females aged 50 to 74 years receive a breast cancer screening based on the most recent guidelines.

Graph created using data within the specified criteria from:  
◆ Health Risk Assessment



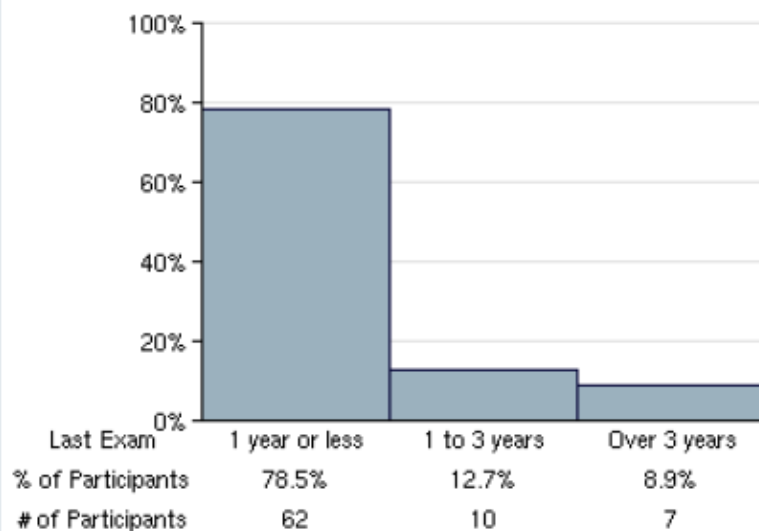
## Pelvic Exams

### Group Pap Examinations

Cervical cancer is the 10th most common cancer among females in the United States. It is estimated that 12,170 women will be diagnosed with and 4,220 women will die of cancer of the cervix uteri in 2012. The number of new cases of cervical cancer is higher among females from racial and ethnic groups other than white females. Cervical cancer accounts for about 1.7 percent of cancer deaths among females. Infections of the cervix with certain types of sexually transmitted human papilloma virus increase risk of cervical cancer and may be responsible for most cervical cancer in the United States.

Considerable evidence suggests that screening can reduce the number of deaths from cervical cancer. Invasive cervical cancer is preceded in a large proportion of cases by precancerous changes in cervical tissue that can be identified with a Pap test. If cervical cancer is detected early, the likelihood of survival is almost 100 percent with appropriate treatment and followup; that is, almost all cervical cancer deaths could be avoided if all females complied with screening and followup recommendations. There are a high number of participants in your group that have not had a screening recently.

Time since last Pap



**Goal:**



93% of women receive a cervical cancer screening based on the most recent guidelines.

Graph created using data within the specified criteria from:  
◆ Health Risk Assessment

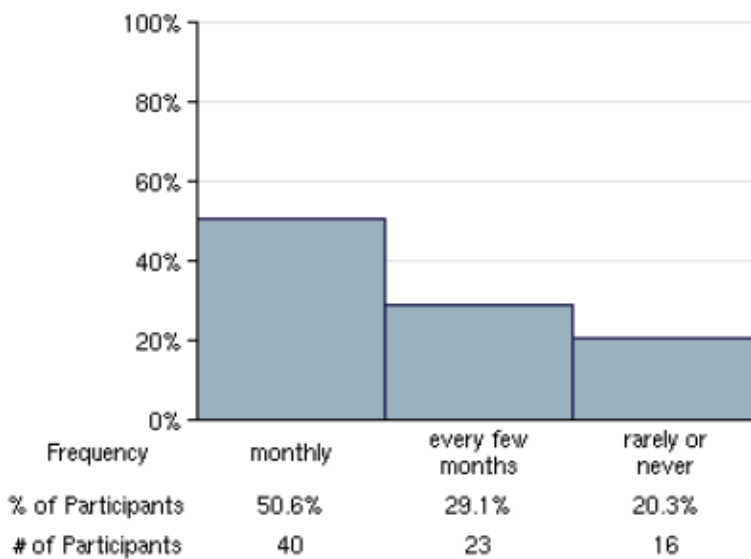
## Self Breast Exam

### Self Breast Exam Habits

The American Cancer Society recommends that women age 20 or older should perform a breast self-examination (BSE) every month. By doing the exam regularly, you get to know how your breasts normally feel and you can more readily detect any signs or symptoms.

Women who follow the above recommendations from the American Cancer Society have the best chance of early detection and the best prognosis should cancer be found. Breast cancer will affect one in eight women during their lifetime, this is up from one in twenty in the 1960's. There are a high number of participants in your group that have not been performing self exams as often as they should.

Frequency of Self Breast Exam



Graph created using data within the specified criteria from:  
◆ Health Risk Assessment

## Male Prostate Exam

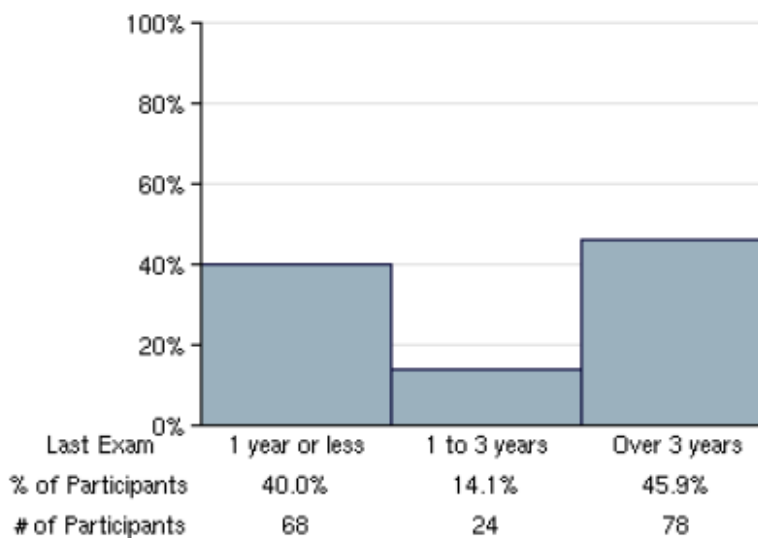
### Group Prostate Exams (males 40 and older)

The American Cancer Society recommends that men make an informed decision with their doctor about whether to be tested for prostate cancer. Research has not yet proven that the potential benefits of testing outweigh the harms of testing and treatment. The American Cancer Society believes that men should not be tested without learning about what we know and don't know about the risks and possible benefits of testing and treatment.

Starting at age 50, talk to your doctor about the pros and cons of testing so you can decide if testing is the right choice for you. If you are African American or have a father or brother who had prostate cancer before age 65, you should have this talk with your doctor starting at age 45. If you decide to be tested, you should have the PSA blood test with or without a rectal exam. How often you are tested will depend on your PSA level.

There are a high number of participants in your group that have not had a screening recently.

Time since last prostate exam



Graph created using data within the specified criteria from:  
◆ Health Risk Assessment

## Seatbelts

### Group Seatbelt Use

Motor vehicle crashes are often predictable and preventable. Increased use of safety belts and reductions in driving while impaired are two of the most effective means to reduce the risk of death and serious injury of occupants in motor vehicle crashes. As of January 2011, the national safety belt use rate was 85 percent. Still, every 14 seconds, an adult in the United States is treated in an emergency department for crash-related injuries. In 2010, 32,885 people were killed in the estimated 5,419,000 police-reported motor vehicle traffic crashes; 2,239,000 people were injured.

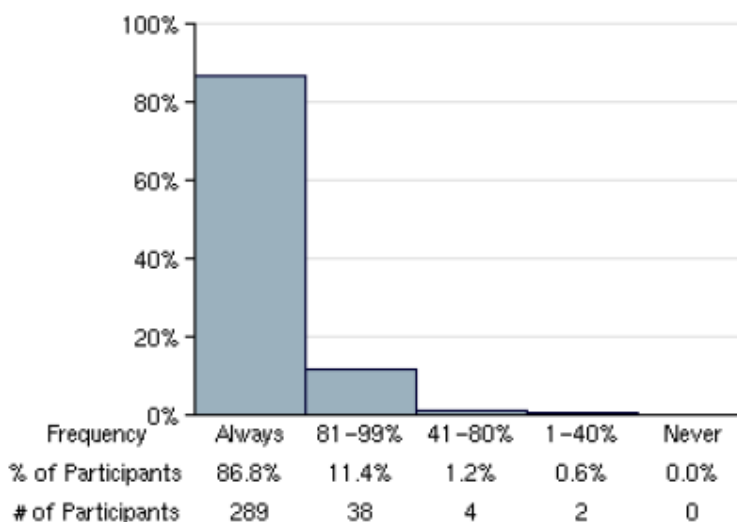
Motor vehicle crashes are the leading cause of death for people age 11 through 27. Adult seat belt use is the single most effective way to save lives and reduce injuries in crashes. The percentage of adults who always wear seat belts increased from 80% to 85% between 2002 and 2008. Even so, 1 in 7 adults do not wear a seat belt on every trip. Primary enforcement seat belt laws make a big difference in getting more people to buckle up.

When used properly, seatbelts reduce the risk of fatal injury to front seat vehicle occupants by 45 percent. In rollovers, seatbelts are 80 percent effective in preventing death in light trucks and 74 percent effective in cars.

In 2011, 9,878 people were killed in alcohol-impaired-driving crashes. These alcohol-impaired-driving fatalities accounted for 31 percent of the total motor vehicle traffic fatalities in the United States.

This group of participants is doing very well in regards to seatbelt usage. Of this group, 8 participants reported either drinking and driving or riding with someone who had too much to drink in the last month.

% of trips seatbelts used



**Goal:**

Increase the use of safety belts to 92% usage.

Graph created using data within the specified criteria from:  
◆ Health Risk Assessment

## Smoking

### Group Smoking Habits

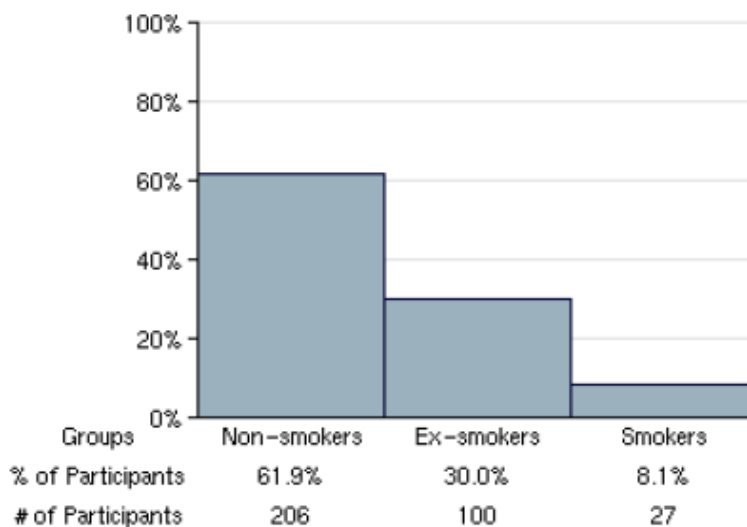
Cigarette smoking is the single most preventable cause of disease and death in the United States. Smoking results in more deaths each year in the United States than AIDS, alcohol, cocaine, heroin, homicide, suicide, motor vehicle crashes, and fires combined.

More people die from lung cancer than any other type of cancer, in 2003 it accounted for more deaths than breast cancer, prostate cancer and colon cancer combined.

In the US, tobacco use is responsible for nearly 1 in 5 deaths; this equaled an estimated 443,000 premature deaths each year between 2000 and 2004. In addition, an estimated 8.6 million people suffer from chronic conditions related to smoking, such as chronic bronchitis, emphysema, and cardiovascular diseases.

Since 2004, smoking rates have changed little; in 2008, an estimated 21% of adults, or 46 million Americans, smoked cigarettes. Your group has fewer smokers than the national average of 24% smokers.

Smoking status



**Goal:**

Less than 12% of adults smoke.



Graph created using data within the specified criteria from:  
 ◆ Cardiac Risk Assessment  
 ◆ Health Risk Assessment



## Triglycerides

### Group Triglycerides

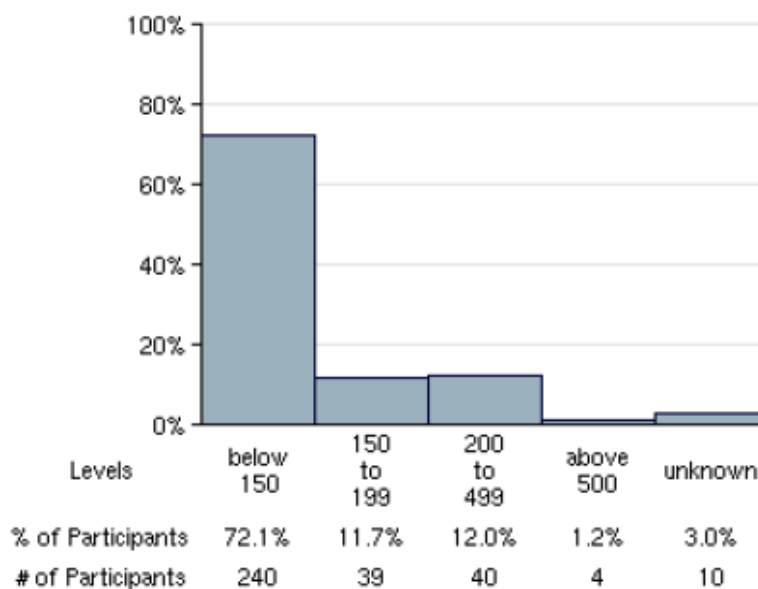
Triglycerides and cholesterol are both fatty substances known as lipids. But triglycerides are fats; cholesterol is not. Cholesterol is a waxy, odorless substance made by the liver that is an essential part of cell walls and nerves.

Pure cholesterol cannot mix with or dissolve in the blood. Therefore, the liver packages cholesterol with triglycerides and proteins in carriers called lipoproteins to transport it to sites throughout the body. An elevated triglyceride level increases the risk of heart disease.

Triglyceride levels are usually measured whenever you have a blood test called a Lipid Profile. Everyone over age 20 should have their cholesterol checked at least every 5 years. Your health care provider can check your cholesterol and triglyceride levels by taking a sample of blood, which is sent to a lab for testing. The Lipid Profile shows your triglyceride level, total cholesterol level, HDL cholesterol (high-density lipoprotein or "good" cholesterol) and LDL (low-density lipoprotein or "bad" cholesterol) levels.

Changes in lifestyle habits are the main therapy for hypertriglyceridemia.

Triglycerides levels



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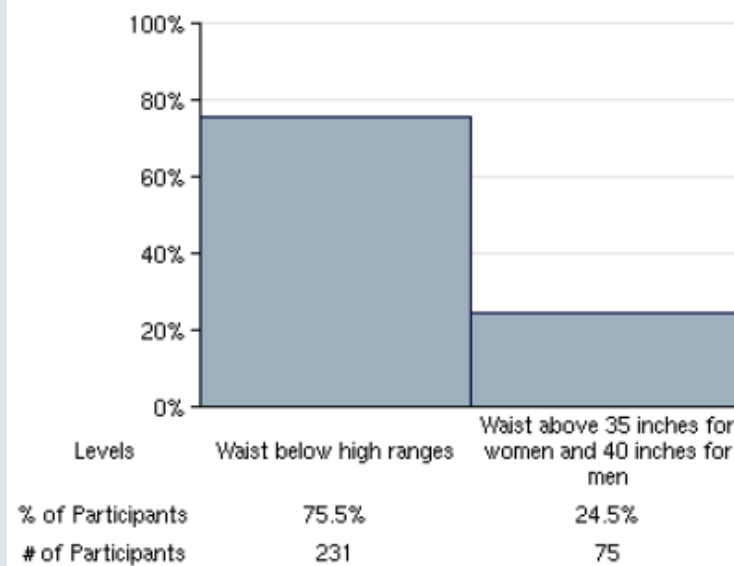
- ◆ Cardiac Risk Assessment
- ◆ Health Risk Assessment

## Waist

### Group Waist

Measuring waist circumference helps screen for possible health risks that come with overweight and obesity. If fat is stored around the waist rather than at the hips, the individual is at higher risk for heart disease and type 2 diabetes. This risk goes up with a waist size that is greater than 35 inches for women or greater than 40 inches for men.

Waist Measurement



**Goal:**



Reduce the proportion of adults who are obese to 30.5%.

Graph created using data from:

◆ Health Risk Assessment



## Weight

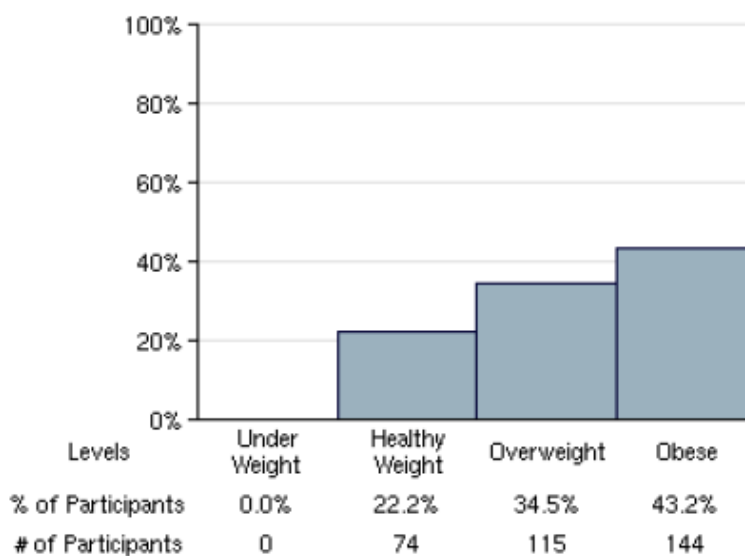
### Group Weight

Overweight and obesity are major contributors to many preventable causes of death. On average, higher body weights are associated with higher death rates. The number of overweight children, adolescents, and adults has risen over the past four decades. Americans who are 30 or more pounds over a healthy weight cost the country an estimated billion in weight-related medical bills in 2008, double the amount a decade ago, according to a study by government scientists and the non-profit research group RTI International.

More than half of adults in the United States are estimated to be overweight or obese. The proportion of adolescents from poor households who are overweight or obese is twice that of adolescents from middle- and high-income households. Obesity is especially prevalent among women with lower incomes and is more common among African American and Mexican American women than among white women. Among African Americans, the proportion of women who are obese is 80 percent higher than the proportion of men who are obese. This gender difference also is seen among Mexican American women and men, but the percentage of white, non-Hispanic women and men who are obese is about the same.

While one in every three American adults is obese, two in every three others suffer from being overweight, stated the Centers for Disease Control and Prevention (CDC) officials in their recent report. There is a large percentage of participants above their healthy weight.

Weight levels



**Goal:**



Increase the proportion of adults who are at a healthy weight, raising it from 30.8 percent to 33.9 percent and reduce the percent of obese adults from 34.0 percent to 30.5 percent.

Graph created using data from:

- ◆ Cardiac Risk Assessment
- ◆ Diabetes Risk Assessment
- ◆ Fitness Assessment

- ◆ Health Risk Assessment





## Patient HRA Reporting Examples

TCMAi will notify the employee within 24 hours if they are found NOT FIT FOR DUTY. Below is an example of the report provided to the patient:



### Your Personalized Health Risk Assessment

Your Personalized General Health Assessment  
As of 05/19/2019

Dear Test Patient,

The following report is an educational tool designed to identify health risk factors you can control and provide you with suggestions for making positive lifestyle changes.

However, this evaluation is not a substitute for a health exam from a physician, and it can't identify a specific medical problem. It can only show you how you can avoid the most common causes of illnesses and injuries for a person of your age and gender. Please see a health professional for further advice.

Test Patient, there are some risk factors you cannot control - like that you are female, and you are 48. This report will stress the things that you can control.

Average rates for illnesses and conditions are based on data gathered from the Centers for Disease Control and Prevention. They reflect current health patterns, medical practices, and environmental conditions and are adjusted based on personal information you entered. These risks are based on data and formulas from researchers at the Carter Center of Emory University's Healthier People Project, with technical support from 25 other major health agencies.

Read your report carefully, and if you have questions, contact your doctor or a health professional who can help you understand the results. If you want to show the results to your doctor, print out the page titled "Chart Report."

Thank you,

Treasure Coast Medical Associates

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### Your Personalized Health Risk Assessment

**Your personal wellness score is 86.**

Your risk level: Low

Your wellness score of 86 is in the low risk category, good for you! You still have some habits that could be improved. Drinking alcohol can cause buildup in your system that can cause many problems later in life. Start making healthier decisions now to reduce chances of health problems in the future. By looking at the responses you gave we are able to compute an appraised age, your appraised age is 45, that is great, it is less than your actual age. If you modify your habits you could reach an appraised age of 43, wouldn't that be great?

#### Habits to Maintain

- ◆ You don't use tobacco products.
- ◆ You wear your seatbelt.
- ◆ You drive at a safe speed.
- ◆ You get an annual Pap smear.
- ◆ You had a recent mammogram.
- ◆ You do breast self-exam regularly.
- ◆ You have low risk from alcohol.
- ◆ Your triglycerides level is within the healthy range.
- ◆ You eat a diet high in fiber.
- ◆ There is not too much fat in your diet.

#### Things to Change

- ◆ You need to start a weight-loss program.
- ◆ Get help in lowering your LDL cholesterol level.
- ◆ Get help in lowering your cholesterol level.
- ◆ Exercise 3 to 5 times a week.

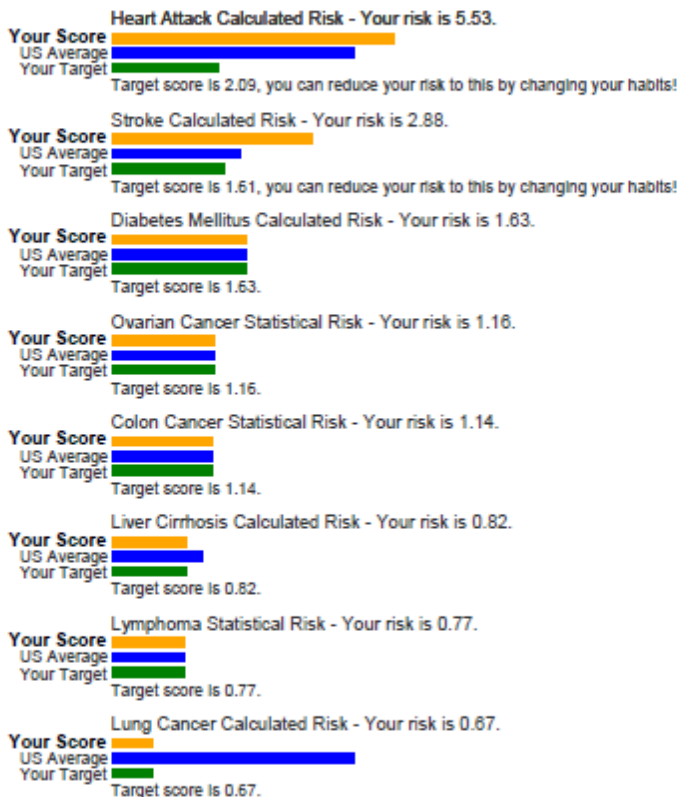
### Most common causes of death for 48 year old women.

1. Heart Attack
2. Breast Cancer
3. Lung Cancer
4. Stroke
5. Diabetes Mellitus
6. Emphysema/Chronic Bronchitis
7. Ovarian Cancer
8. Colon Cancer

### Your Personalized Health Risk Assessment

#### Your Biggest Health Risks

Most likely causes of your death for the next 10 years.  
Lower numbers are better.



A score of 31 would indicate that 31 out of every 1000 people with your age, sex, race and similar habits will die in the next ten years from this risk. The U.S. average is the number of U.S. citizens per thousand your age, race and sex with average habits that will die from this risk in the next ten years.



### Your Personalized Health Risk Assessment

#### Basic Measures Self reported

Weight: 180  
Height: 5' 1"  
BMI: 34  
Waist: 34 inches  
Blood Pressure: 120/88  
Total Cholesterol: 234  
HDL: 61  
LDL: 145  
Cholesterol Ratio: 3.8  
Triglycerides: 119  
Glucose: 75

#### Risk Assessment

By not smoking you have avoided the habit that causes the most illness and death in the United States.

Your weight of 180 pounds is significantly over the recommended range for people 5' 1" tall. Your Body Mass Index (BMI) is 34; most professionals agree it should be between 19.5 and 25. The healthy weight range for your height is 104 to 132 pounds.



### Your Personalized Health Risk Assessment

Your blood pressure (120/88) is considered prehypertension. This means that you don't have high blood pressure now but are at increased risk of developing it in the future. High blood pressure (hypertension) can be serious. It puts extra stress on your heart and blood vessels, which could result in heart disease or stroke. Consult with your health care provider for steps to lower your blood pressure. These steps may include diet, medication, and exercise. You should also review the links and reading material recommended at the end of this report.

234 was entered for your total cholesterol. This is slightly above the ideal for cholesterol which is 200. Review the material and links supplied later in the report for ways to reduce your total cholesterol. The bad component of cholesterol is LDL cholesterol, you entered 145 as your current level. This is a considered borderline high. Ideally it should be below 100 to minimize your risks. Your HDL cholesterol (good cholesterol) was entered as 61 which is great. The recommended level is 50 or above. Another measuring stick for cholesterol is your cholesterol ratio, this is your total cholesterol divided by your HDL cholesterol, your cholesterol ratio is 3.8. This is a little high but acceptable, it would be best if you can get it below 3.5.

To be your best, a fitness program of exercise 5 times per week for 30 minutes is recommended. See the resources at the end of the report for more fitness information. Before engaging in any exercise, it is best to consult with your health care provider.

Check with your physician regarding a pelvic examination schedule that fits your situation.



### Your Personalized Health Risk Assessment

Your consumption of one drink in a week is considered low to moderate. Any consumption of alcohol increases your risk for liver disease and some cancers. By limiting your drinking to a low level, you remain in control and reduce your risks.

You eat high fiber foods every day. High fiber foods include fruits, cereals, beans, and breads. These foods can help reduce some cancers.

You are keeping your diet low in saturated fats. This is reducing your risk for heart disease and hardening of the arteries. Keep up the good work!



### Your Personalized Health Risk Assessment

#### Guide to Preventative Services Recommended for women your age.

- Exercise 3 to 5 times per week
- Dental exam
- Blood pressure check
- Cholesterol test
- Pap smear test
- Rectal exam (or sigmoidoscopy)
- Breast cancer screening(check with your doctor or clinic)
- Eye exam for glaucoma
- Tetanus-Diphtheria booster shot (every 10 years)

#### Internet resources for more information:

- ◆ <http://www.womenshealth.gov/> – National Women's Health Information Center
- ◆ [https://toma.hra.net/resource/Staying\\_healthy\\_adult.pdf](https://toma.hra.net/resource/Staying_healthy_adult.pdf) – Staying Healthy
- ◆ [https://toma.hra.net/resource/aim\\_for\\_healthy\\_weight.pdf](https://toma.hra.net/resource/aim_for_healthy_weight.pdf) – Aim for a health weight
- ◆ <http://www overeatersanonymous.org/> – Overeaters Anonymous
- ◆ [https://toma.hra.net/resource/eating\\_disorder.pdf](https://toma.hra.net/resource/eating_disorder.pdf) – Eating Disorder Facts
- ◆ [https://toma.hra.net/resource/high\\_cholesterol\\_what\\_you\\_need\\_to\\_know.pdf](https://toma.hra.net/resource/high_cholesterol_what_you_need_to_know.pdf) – High Cholesterol; What you need to know
- ◆ [https://toma.hra.net/resource/bp\\_lower\\_guide.pdf](https://toma.hra.net/resource/bp_lower_guide.pdf) – Guide to lowering your Blood Pressure
- ◆ [https://toma.hra.net/resource/heart\\_truth\\_for\\_women.pdf](https://toma.hra.net/resource/heart_truth_for_women.pdf) – Heart Truth for Women
- ◆ <http://www.amhrt.org> – American Heart Association
- ◆ <https://toma.hra.net/resource/dietaryguidelines.pdf> – Dietary Guidelines
- ◆ [https://toma.hra.net/resource/nutrition\\_for\\_healthier\\_you.pdf](https://toma.hra.net/resource/nutrition_for_healthier_you.pdf) – Nutrition for Healthier You
- ◆ [https://toma.hra.net/resource/OTC\\_Medicines\\_Family\\_Healthy.pdf](https://toma.hra.net/resource/OTC_Medicines_Family_Healthy.pdf) – Over the Counter Meds: Family Health
- ◆ [https://toma.hra.net/resource/Family\\_Self\\_Care\\_Handbook.pdf](https://toma.hra.net/resource/Family_Self_Care_Handbook.pdf) – Family Self Care Handbook



### Your Personalized Health Risk Assessment

#### Doctor's Chart Report

Date of Birth: 1/16/1970  
Age: 48  
Female

#### Self Reported Measures and Habits

Weight: 180  
Height: 5'3"  
Waist: 34"

Calculated body mass index: 34

Blood Pressure: 120/88  
On blood pressure medicine: No  
Cholesterol: 234  
LDL: 145  
HDL: 61  
Cholesterol Ratio: 3.8  
Triglycerides: 119  
Diabetes: No  
Fasting Glucose: 75

Tobacco use: None  
Alcohol use: 1 per week  
Physical activity: One or two times per week  
Overall health: Fair  
Life satisfaction: Mostly satisfied  
Personal loss: No  
Fiber in diet daily: Yes  
Fat in diet daily: No  
Hysterectomy: Yes  
Age of menarch: 14 or older

#### Self Reported Preventive Services

Last Pap exam: One year ago  
Last mammogram: Less than one year ago  
Last rectal exam: Three or more years ago  
Last clinical breast exam: Less than one year ago  
Self breast exam: Once every few months

#### Readiness to Change

Lower Blood pressure: Yes  
Regular examinations: Active  
Lower Cholesterol: Active  
Exercise more: Active



## Employee Health Center Health Risk Assessment Instructions



### 3- Step Process

1. Complete labs only at the Health Center. At this time schedule your Step 3 visit to review the labs with a medical professional.
2. Complete the on-line Health Risk Assessment questionnaire. Your labs will be sent to you via patient portal.
3. Review your labs and HRA questionnaire with a medical professional .

### HRA Questionnaire Instructions

1. Go to: <https://tma.hra.net>
2. Register as a new user  
Registration Number:
3. Enter your name, email, and other information as requested. Click "Submit" to create your account.
4. Click on "Health Risk Assessment" to begin the assessment.
5. Respond to each question and select "next" once complete. Once all questions are answered you are ready for Step 3.

YOUR HEALTH IS  
OUR PRIORITY

Hours of Operation  
Monday - Friday:  
Saturday:

[www.tmahealthcare.com](http://www.tmahealthcare.com)







**HealthStatus**  
internet assessment

Welcome Treasure Coast Medical Associates Admin!

Assessment Home
Account Setting
Change Password
Logout

Body Mass Index
Body Fat Estimator
Ideal Weight
Target Heart Rate
Waist to Hip Ratio
MORE ▾



# HEALTH ASSESSMENTS

### Your Next Step

You have completed the health risk assessment and given us some baseline information. That is great! If you have time and feel up to it, now would be a good time to take a fitness assessment. You will do some pushups, situps, a step test and a reach test. It will take about 20-30 minutes to complete, and you need a watch or clock with a second hand, a tape measure, yard stick and some masking tape. Click on Fitness Assessment to get started.

### Assessments

[▶ Health Risk Assessment](#)



**You took this assessment 02-07-2016.**  
Our Health Risk Assessment provides you with your health risks and habits that you can change to

[▶ Cardiac Risk Assessment](#)



**You have not taken this assessment.**  
The Cardiac Risk Assessment help you determine your risk for heart disease and stroke.

### ▶ Administration

- [▶ Run group reports.](#)
- [▶ Go to Admin area.](#)

### ▶ Assessment History

- [▶ Taken: 02-07-2016 - John Doe](#)  
Health risks [Review] [Printable PDF Version] [Completion Certificate]
- [▶ Taken: 02-07-2016 - John Doe](#)  
Health risks [Review] [Printable PDF Version] [Completion Certificate]
- [▶ Taken: 12-21-2015 - Leslie Sparks](#)  
Health risks [Review] [Printable PDF Version] [Completion Certificate]

**Health Risk Assessment**

Our General Health Risk Assessment provides you with your health risks and key habits that you can change to live healthier.

**Health Risk Input**

Page 2 of 7

Use the back and next buttons at the bottom of the page to move between the pages, DO NOT use the buttons on your browser or keyboard to change pages.

Have you ever been told that you have diabetes?

Do you have a personal history of cardiac disease, such as high blood pressure, stroke, heart attack, or congestive heart failure?

Are you now taking medicine for high blood pressure?

What is your blood pressure now?  
Systolic (high number):   
Diastolic (low number):

What is your Glucose level?  mg/dl

What is your Triglycerides level?  mg/dl

What is your LDL cholesterol (also known as bad cholesterol)?  mg/dl

What is your HDL cholesterol (also known as good cholesterol)?  mg/dl

What is your TOTAL cholesterol level?  mg/dl

## Insurance Requirements

The following insurance policies/coverages are required:

Without limiting any of the other obligations or liability of the Contractor, Contractor shall provide, pay for, and maintain in force throughout the contract term and any extension terms(s), the insurance coverages set forth in this section. The Contractor shall furnish original certificates to the City's Procurement Director and receive approval by the City's Risk Manager, prior to the commencement of any work.

Coverage shall be provided by a company or companies authorized to transact business in the State of Florida and the company or companies must maintain a minimum rating of A-, V11, as assigned by the A.M. Best Company.

Any Sub-Contractor used by the contractor shall supply such similar insurance required of the contractor. Such certificates shall name the City as an Additional Insured.

### Cancellation

Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

#### **1. Professional Liability**

The minimum limits of liability shall be:

\$5,000,000 Each Claim / \$5,000,000 Aggregate

If coverage is provided on as claims made basis, an extended reporting period of four (4) years will be required.

#### **2. Comprehensive General Liability:**

Commercial General Liability Insurance with not less than the following limits:

General Aggregate	\$1,000,000
Products-Comp/Op Aggregate	\$1,000,000
Personal and Advertising injury	\$1,000,000
Each Occurrence	\$1,000,000

The City of Hollywood shall be named as an Additional Insured.

Coverage shall include contractual liability assumed under this agreement, products and completed operations, personal injury, broad form property damage, and premises-operations.

#### **3. Commercial Automobile Liability:**

Commercial Automobile Liability Insurance with not less than the following limits:

Combined Single Limit \$1,000,000

Coverage shall include contractual liability assumed under this agreement, owned, hired and non-owned vehicles.

If the applicant does not own vehicles, the applicant shall maintain coverage for hired and non-owned auto liability which may be satisfied by way of endorsement to the commercial general liability policy or separate business auto liability.

#### **4. Worker's Compensation Statutory:**

Worker's Compensation Insurance covering the contractor and the contractor's employees not less than the following limits:

Each Accident	\$500,000
Disease Policy Limit	\$500,000
Disease Each Employee	\$500,000

The Certificate holder should read as follows:

City of Hollywood, Florida  
Risk Management Room 212  
2600 Hollywood Boulevard  
Hollywood, FL 33020

The insurance policy shall not contain any exceptions that would exclude coverage for risks that can be directly or reasonably related to the scope of goods or services in this bid/proposal. A violation of this requirement at any time during the term, or any extension thereof shall be grounds for the immediate termination of any contract entered in to pursuant to this bid/proposal. In order to show that this requirement has been met, along with an insurance declaration sheet demonstrating the existence of a valid policy of insurance meeting the requirements of this bid/proposal, the successful contractor must submit a signed statement from insurance agency of record that the full policy contains no such exception.

**The City reserves the right to require any other insurance it deems necessary depending upon the exposures.**

## Contract Coordinator

The City may designate a Contract Coordinator whose principal duties shall be:

- a. Liaison with Contractor.
- b. Coordinate and approve all work under the contract.
- c. Resolve any disputes.
- d. Assure consistency and quality of Contractor's performance.
- e. Schedule and conduct Contractor performance evaluations and document findings.
- f. Review and approve for payment all invoices for work performed or items delivered.

## GENERAL TERMS AND CONDITIONS - INTENT

It is the policy of the City to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of Work specified in the Bid Solicitation are encouraged to submit bids. To receive notification and to be eligible to bid vendor should be registered with BidSync. Vendors may register with the BidSync (registration is free) to be included on a mailing list for selected categories of goods and Services. In order to be processed for payment, any awarded vendor must register with the City by completing and returning a Vendor Application and all supporting documents. For information and to apply as a vendor, please visit our website at [hollywoodfl.org](http://hollywoodfl.org) to download an application and submit it to Procurement Services Division.

It is the intent of the City of Hollywood, FL ("the City"), through this request for proposals and the contract conditions contained herein, to establish to the greatest possible extent complete clarity regarding the requirements of both parties to the agreement resulting from this request for proposals.

Before submitting a proposal, the Vendor shall be thoroughly familiarized with all contract conditions referred to in this document and any addenda issued before the proposal submission date. Such addenda shall form a part of the RFP and shall be made a part of the contract. It shall be the Vendor's responsibility to ascertain that the proposal includes

all addenda issued prior to the proposal submission date. Addenda will be posted on the City's internet site along with the RFP.

The terms of the RFP and the selected Vendor's proposal and any additional documentation (e.g. questions and answers) provided by the Vendor during the solicitation process will be integrated into the final contract for services entered into between the City and the selected Vendor. The Vendor shall determine, by personal examination and by such other means as may be preferred, the conditions and requirements under which the agreement must be performed.

## PROPOSER'S RESPONSIBILITIES

Proposers are required to submit their proposals upon the following express conditions:

- A. Proposers shall thoroughly examine the drawings, specifications, schedules, instructions and all other contract documents.
- B. Proposers shall make all investigations necessary to thoroughly inform themselves regarding delivery of material, equipment or services as required by the RFP conditions. No plea of ignorance, by the proposer, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the proposer to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation due the proposer.
- C. Proposers are advised that all City contracts are subject to all legal requirements provided for in the City of Hollywood Charter, Code of Ordinances and applicable County Ordinances, State Statutes and Federal Statutes.

## PREPARATION OF PROPOSALS

Proposals will be prepared in accordance with the following:

- A. The City's enclosed Proposal Forms, in their entirety, are to be used in submitting your proposal. **NO OTHER FORM WILL BE ACCEPTED.**
- B. All information required by the proposal form shall be furnished. The proposer shall sign each continuation sheet (where indicated) on which an entry is made.
- C. Prices shall be shown and where there is an error in extension of prices, the unit price shall govern.

The City of Hollywood is exempt from payment to its vendors of State of Florida sales tax and, therefore, such taxes should not be figured into the RFP. However, this exemption does not apply to suppliers to the City in their (supplier) purchases of goods or services, used in work or goods supplied to the City. Proposers are responsible for any taxes, sales or otherwise, levied on their purchases, subcontracts, employment, etc. An exemption certificate will be signed where applicable, upon request. The City will pay no sales tax.

## DESCRIPTION OF SUPPLIES (Not Applicable)

Any manufacturer's names, trade names, brand names, or catalog numbers used in these applications are for the purpose of describing and establishing minimum requirements or level of quality, standards of performance, and design required, and are in no way intended to prohibit the bidding of other manufacturers' items of equal material, unless specifications state "NO SUBSTITUTIONS."

Proposers must indicate any variances to the specifications, terms, and conditions, no matter how slight. If variations are not stated in the proposal, it shall be construed that the proposal fully complies with the Specifications, Terms and Conditions.

Proposers are required to state exactly what they intend to furnish; otherwise they shall be required to furnish the items as specified.

Proposers will submit, with their proposal, necessary data (factory information sheets, specifications, brochures, etc.) to evaluate and determine the quality of the item(s) they are proposing.

The City shall be the sole judge of equality and its decision shall be final.

## ADDENDA

The Procurement Services Division may issue an addendum in response to any inquiry received, prior to proposal opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Proposer should not rely on any representation, statement or explanation, whether written or verbal, other than those made in this RFP solicitation document or in any addenda issued. Where there appears to be a conflict between this RFP solicitation and any addendum, the last addendum issued shall prevail. It is the proposer's responsibility to ensure receipt of all addenda and any accompanying documents. Proposer(s) shall acknowledge receipt of any formal Addenda by signing the addendum and including it with their proposal. Failure to include signed formal addenda in its proposal shall cause the City to deem the proposal non-responsive provided, however, that the City may waive this requirement in its best interest.

## REJECTION OF PROPOSALS

The City may reject a proposal if:

- A. The Proposer fails to acknowledge receipt of an addendum, or if
- B. The Proposer misstates or conceals any material fact in the proposal, or if
- C. The proposal does not strictly conform to the law or requirements of the RFP, or if
- D. The City is under a pre- lawsuit claim or current litigation with the proposer.

The City may reject all Proposals whenever it is deemed in the best interest of the City to do so, and may reject any part of a proposal unless the proposal has been qualified as provided in herein.

## WITHDRAWAL OF PROPOSALS

- A. Proposals may not be withdrawn and shall be deemed enforceable for a period of 180 days after the time set for the RFP opening.
- B. Proposals may be withdrawn prior to the time set for the RFP opening. Such request must be in writing.
- C. The City will permanently retain as liquidated damages the bid deposit furnished by any proposer who requests to withdraw a proposal after the RFP opening.

## PROPOSALS TO REMAIN OPEN

All Proposals shall remain open for 180 calendar days after the day of the Proposal opening, but the City may, at its sole discretion, release any Proposal and return the Proposal Security prior to that date.

Extensions of time when Proposals shall remain open beyond the 180 day period may be made only by mutual written agreement between the City, the successful Proposer and the surety, if any, for the successful Proposer.

## LATE PROPOSALS OR MODIFICATIONS

Only proposals received as of the opening date and time will be considered timely. Proposals and modifications received after the time set for the opening will be returned un-opened to the sender and rejected as late.

## CONFLICTS WITHIN THE SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the RFP Submittal Section, or any addendum issued, the order of precedence shall be the last addendum issued, the RFP Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

## CLARIFICATION OR OBJECTION TO PROPOSAL SPECIFICATIONS

If any person contemplating submitting a proposal for this contract is in doubt as to the true meaning of the specifications or other RFP documents or any part thereof, they may submit requests for clarification to the Procurement Services Division on or before the date specified for a request for clarification. All such requests for clarification shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the RFP, if made, will be made only by Addendum duly issued. A copy of such Addendum will be made available to each person receiving a Request for Proposals. The City will not be responsible for any other explanation or interpretation of the RFP given prior to the award of the contract. Any objection to the specifications and requirements as set forth in this RFP must be filed in writing with the Director of Procurement Services on or before the date specified for a request for clarification.

## COMPETENCY OF PROPOSERS

Pre-award inspection of the Proposer's facility may be made prior to the award of a contract. Proposals will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this RFP(s); have a record of performance for a reasonable period of time; and have sufficient financial support, equipment and organization to ensure that they can satisfactorily deliver the material and/or services if awarded a Contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the City.

The City may consider any evidence available to it of the financial, technical and other qualifications and abilities of a proposer, including past performance (experience) in making the award in the best interest of the City. In all cases the City of Hollywood shall have no liability to any proposer for any costs or expense incurred in connection with this RFP or otherwise.

## QUALIFICATIONS OF PROPOSERS

No Proposal will be accepted from, nor will any contract be awarded to any person who is in arrears to the City upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to City, or who is deemed responsible or unreliable by the City.

As part of the Proposal evaluation process, City may conduct a background investigation including a record check by the Hollywood Police Department. Proposer's submission of a Proposal constitutes acknowledgment of the process and consent to such investigation. City shall be the sole judge in determining a Proposer's qualifications.

## CONSIDERATION OF PROPOSALS

In cases where an item requested is identified by a manufacturer's name, trade name, catalog number, or reference, it is understood that the Vendor proposes to furnish the item so identified and does not propose to furnish an "equal" unless the proposed "equal" is pre-approved by the City.

References to any of the above are intended to be descriptive but not restrictive and only indicate articles that will be satisfactory. A proposal of an "equal" will be considered, provided that the Vendor states in his proposal exactly what he proposes to furnish, including sample, illustration, or other descriptive matter which will clearly indicate the character of the article covered by such proposal. The designated City representative hereby reserves the right to approve as an "equal", or to reject as not being an "equal", any article proposed which contains major or minor variations from specifications requirements.

## AWARD OF CONTRACT

If the Contract is to be awarded, it will be awarded, after evaluation by the City, to the responsible and responsive Proposer whom the City determines will be in the best interests of the City and not necessarily to the lowest cost Proposer. Proposers may be invited to an oral interview before the committee. A short list of finalists will be determined and presented to either the City Manager or his/her designee or to the City Commission, in accordance with the applicable City of Hollywood Code of Ordinances, and will make the final ranking for the purposes of negotiating a contract with the top ranked firm. The successful Proposer shall be required to sign a negotiated contract; the refusal or failure of a successful Proposer to execute a contract which contains the mandatory material terms and conditions contained in the RFP, shall be grounds for deeming the Proposer and/or the Proposer's Proposal non-responsive.

If applicable, the Proposer to whom award is made shall execute a written contract prior to award by the City Commission. If the Proposer to whom the first award is made fails to enter into a contract as herein provided, the Contract may be let to the next highest ranked Proposer who is responsible and responsive in the opinion of the City.

## BASIS FOR AWARD, EVALUATION CRITERIA AND QUESTIONS

The qualification of proposal responders on this project will be considered in making the award. The City is not obligated to accept any proposal if deemed not in the best interest of the City to do so. The City shall make award to a qualified proposer based on fees submitted and responses to this RFP.

Failure to include in the proposal all information outlined herein may be cause for rejection of the proposal.

The City reserves the right to accept or reject any and all proposals, in whole or in part, as determined to be in the best interest of the City in its sole discretion.

The City reserves the right to waive any informalities or irregularities in proposals.

The City reserves the right to negotiate separately the terms and conditions or all or any part of the proposals as deemed to be in the City's best interest in its sole discretion.

Information and/or factors gathered during interviews, negotiations and any reference checks, and any other information or factors deemed relevant by the City, shall be utilized in the final award. The final award of a contract is subject to approval by the City Commission.

## AGREEMENT

An agreement shall be sent to the awarded proposer to be signed, witnessed, and returned to the City for execution. The City will provide a copy of the fully executed agreement to the awarded proposer.

## NOTICE TO PROCEED

A signed purchase order, blanket purchase order or fully executed agreement will be the Proposer's authorization to proceed and may substitute for a "Notice to Proceed" form.



## BID PROTESTS

The City shall provide notice of its intent to award or reject to all Proposers by posting such notice on the City's website.

After a notice of intent to award a contract is posted, any actual or prospective proposer who is aggrieved in connection with the pending award of the contract or any element of the process leading to the award of the contract may protest to the Director of Procurement Services. A protest must be filed within five business days after posting or any right to protest is forfeited. The protest must be in writing, must identify the name and address of the protester, and must include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the protest, including a deposit, is received by the Procurement Services Division. . Failure to file a protest within the time-frame specified herein shall constitute a full waiver of all rights to protest the City's decision regarding the award.

The written protest shall state in detail the specific facts and law or ordinance upon which the protest of the proposed award is based, and shall include all pertinent documents.

A written protest may not challenge the relative weight of evaluation criteria or a formula for assigning points.

Upon receipt of a formal written protest, the City shall stop award proceedings until resolution of the protest; unless it has been determined that the award of the contract without delay is necessary to protect substantial interests of the City.

Any and all costs incurred by a protesting party in connection with a bid protest shall be the sole responsibility of the protesting party.

Upon receipt of a protest of the pending award of a contract, a copy of the protest shall promptly be forwarded to the City Attorney. The City Attorney shall thereupon review the charge to determine its sufficiency, including whether the protest was timely filed. If upon review the City Attorney determines that the charge is insufficient, the City Attorney may issue a summary dismissal of the protest. If upon review the City Attorney determines that the charge is sufficient, a hearing of the protest committee shall be scheduled.

A protest committee shall have the authority to review, settle and resolve the protest. The committee shall consist of three members appointed by the City Manager. The committee's review shall be informal.

If the protest committee determines that the pending award of a contract or any element of the process leading to the award involved a significant violation of law or applicable rule or regulation, all steps necessary and proper to correct the violation shall be taken. If the committee determines that the protest is without merit,

The Director shall promptly issue a decision in writing stating the reason for the decision and furnish a copy to the protester and any other interested party, and the process leading to the award shall proceed.

## PREPARATION OF PROPOSALS

Proposals shall be prepared in accordance with the proposal response format. Proposals not complying with this format may be considered non-responsive and may be removed from consideration on this basis.

### Requirements for Signing Proposal

- A. Each proposer, by making a proposal, represents that this document has been read and is fully understood.
- B. The proposal must be signed in ink by an individual authorized to legally bind the person, partnership, company, or corporation submitting the proposal.
- C. All manual signatures must have the name typed directly under the line of the signature.
- D. The above requirements apply to all RFP addenda.

## EXAMINATION OF PROPOSAL DOCUMENTS

Before submitting a Proposal, each Proposer must: examine the Proposal Documents thoroughly; consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress, performance, or provision of the commodities and/or services; study and carefully correlate Proposer's observations with the Proposal Documents, and notify the City's agent of all conflicts, errors and discrepancies in the Proposal Documents.

The submission of a Proposal will constitute an incontrovertible representation by the Proposer, that the Proposer has complied with every requirement of this RFP, that without exception, the Proposal is premised upon performing the services and/or furnishing the commodities and materials in accordance with such means, methods, techniques, sequences or procedures as may be indicated in or required by the Proposal Documents, and that the Proposal Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of performance and furnishing of the goods and/or services.

## PUBLIC RECORDS LAW

If applicable, for each public agency contract for services, the Proposer is required to comply with F.S. 119.0701, which includes the following:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- B. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in F.S. Chapter 119 or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- D. Meet all requirements for retaining public records and transfer, at no cost, to the public agency, all public records in possession of the proposer upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

Public records may be inspected and examined by anyone desiring to do so, at a reasonable time, under reasonable conditions, and under supervision by the custodian of the public record. Sealed Proposals become subject to the public records disclosure requirements of F.S. Chapter 119, notwithstanding a proposer's request to the contrary, at the time the City provides notice of a decision or intended decision, or 30 days after the proposal opening, whichever is earlier.

Financial statements submitted in response to a request by the City may be confidential and exempt from disclosure. Data processing software obtained under a licensing agreement which prohibits its disclosure may also exempt.

Proposers are hereby notified and agree that all information submitted as part of, or in support of RFP submittals will be available for public inspection after opening of RFP in compliance with Chapter 119 of the Florida Statutes. The proposer shall not, unless required as part of this RFP, submit any information in response to this invitation which the proposer considers to be a trade secret, proprietary or confidential. The submission, not required as part of this RFP, of any information to the City in connection with this invitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the proposer.

## INFORMATION

Further information, if desired, may be obtained from the Procurement Services Division, 2600 Hollywood, Boulevard, Room 303, Hollywood, Florida 33020, Telephone (954) 921-3200.

Questions or requests for clarification of the specifications shall be in writing and received by the Procurement Services Division by the date specified for a request for clarification through the BidSync.

## PROPOSALS

The Proposal must be signed by one duly authorized to do so and in cases where the Proposal is signed by a deputy or subordinate, the principal's proper written grant of authority to such deputy or subordinate must accompany the Proposal.

Proposals by corporations must be executed in the corporate name by the President or other corporate officers accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.

Proposals by partnerships must be executed in the partnership name and signed by a general partner whose title must appear under the signature and the official address of the partnership must be shown below the signature.

## MODIFICATION AND WITHDRAWAL OF PROPOSALS

Proposals must be modified or withdrawn by an appropriate document duly executed in the manner that a Proposal must be executed and delivered to the place where Proposals are to be submitted at any time prior to the deadline for submitting Proposals. A request for withdrawal or a modification must be in writing and signed by a person duly authorized to do so and, in a case where signed by a deputy or subordinate, the principal's proper written grant of authority to such deputy or subordinate must accompany the request for withdrawal or modification. Withdrawal of a Proposal will not prejudice the rights of a Proposer to submit a new Proposal prior to the Proposal date and time. Except where provided in the following paragraph no Proposal may be withdrawn or modified after expiration of the period for receiving Proposals.

If, within twenty-four (24) hours after Proposals are opened, any Proposer files a duly signed written notice with the City and within five (5) calendar days thereafter demonstrates to the reasonable satisfaction of the City by clear and convincing evidence that there was a material and substantial mistake in the preparation of its Proposal, or that the mistake is clearly evident on the face of the Proposal but the intended correct Proposal is not similarly evident, then the Proposer may withdraw its Proposal and the Proposal Security will be returned.

## REJECTION OF PROPOSALS

To the extent permitted by applicable state and federal laws and regulations, the City reserves the right to reject any and all Proposals, to waive any and all informalities, irregularities and technicalities not involving price, time or changes in the commodities and/or services, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Proposals. Proposals will be considered irregular and may be rejected if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations or irregularities of any kind.

The City also reserves the right to waive minor technical defects in a Proposal. The City reserves the right to determine, in its sole discretion, whether any aspect of a Proposal satisfies the criteria established in this Request for Proposals.

The City reserves the right to reject the Proposal of any Proposer if the City believes that it would not be in the best interest of the City to make an award to that Proposer, whether because the Proposal is not responsive or the Proposer is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criterion established by City.

The foregoing reasons for rejection of Proposals are not intended to be exhaustive.

## OPEN END CONTRACT

No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open end contract. Estimated quantities will be used for Proposal comparison purposes only. The City reserves the right to issue purchase orders as and when required, or a blanket purchase order and release partial quantities as and when required or any combination of the preceding.

**ORDERING:** The CITY reserves the right to purchase commodities/services specified herein through Contracts established by other governmental agencies or through separate procurement actions due to unique or special needs. If an urgent delivery is required within a period shorter than the delivery time specified in the contract, and if the seller

is unable to comply therewith, the City reserves the right to obtain such delivery from others without penalty or prejudice to the City or to the Proposer.

## AUDIT RIGHTS

The City reserves the right to audit the records of the successful Proposer for the commodities and/or services provided under the Contract at any time during the performance and term of the Contract and for a period of three (3) years after completion and acceptance by the City. If required by the City, the successful Proposer agrees to submit to an audit by an independent certified public accountant selected by the City. The successful Proposer shall allow the City to inspect, examine and review the records of the successful Proposer in relation to this contract at any and all times during normal business hours during the term of the Contract.

## LOCAL, STATE AND FEDERAL COMPLIANCE REQUIREMENTS

The Proposer shall comply with all local, state and federal directives, orders and laws as applicable to this RFP and subsequent contract(s) including, but not limited to:

- A. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this contract.
- B. All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- C. The Immigration and Nationality Act prohibits (i) the employment of an unauthorized alien when the employer knows the individual is an unauthorized alien and (ii) the employment of an individual without complying with the requirements of the federal employment verification system. If a proposer commits either of these violations, such violation shall be cause for unilateral cancellation of the contract.
- D. This Section applies only to any contract for goods or services of \$1 million or more: The Proposer certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes (2011), as may be amended or revised. The City may terminate this Contract at the City's option if the Proposer is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2011), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2011), as may be amended or revised.

## FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations with the City through fraud, misrepresentation or material misstatement, may be debarred from doing business with the City. The City as further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

## DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

The proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subproposers are presently debarred or suspended by any Federal department or agency.

## COLLUSION

More than one Proposal received for the same work from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that any Proposer is interested in more than one Proposal for the same work will cause the rejection of such Proposals in which the Proposer is interested. If there are reasonable grounds for believing that collusion exists among the Proposers, the Proposals of participants in such collusion will not be considered.

## COPELAND "ANTI-KICKBACK"

The Proposer and all subproposers will comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

## FORCE MAJEURE

The Agreement which is awarded to the successful proposer may provide that the performance of any act by the City or Proposer hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the City shall have the right to provide substitute service from third parties or City forces and in such event the City shall withhold payment due the Proposer for such period of time. If the condition of force majeure exceeds a period of 14 days the City may, at its option and discretion, cancel or renegotiate this Agreement.

## PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a proposer, supplier, subproposer, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

## DRUG-FREE WORKPLACE PROGRAM

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program.

## SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Proposer shall sign and submit the attached form indicating understanding and compliance with the City's and State's policies prohibiting solicitation and acceptance of gifts by public officers, employees and candidates. Failure to submit the signed form will result in your proposal being declared non-responsive; provided, however, that a responsible proposer whose proposal would be responsive but for the failure to submit the signed form in its proposal may be given the opportunity to submit the form to the City within five calendar days after notification by the City, if this is determined to be in the best interest of the City.

## CONFLICT OF INTEREST

The Proposer represents that:

No officer, director, employee, agent, or other consultant of the City or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of this Agreement.

There are no undisclosed persons or entities interested with the Proposer in this Agreement. This Agreement is entered into by the Proposer without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the City, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or member of the immediate family or household of any of the aforesaid:

1. Is interested on behalf of or through the Proposer directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or
2. Is an employee, agent, advisor, or consultant to the Proposer or to the best of the Proposer's knowledge, any subproposer or supplier to the Proposer.

Neither the Proposer nor any officer, director, employee, agent, parent, subsidiary, or affiliate of the Proposer shall have an interest which is in conflict with the Proposer's faithful performance of its obligations under this Agreement; provided that the City, in its sole discretion, may consent in writing to such a relationship, and provided the Proposer provides the City with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the City's best interest to consent to such relationship.

The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.

In the event the Proposer has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, the Proposer shall promptly bring such information to the attention of the City's Project Manager. The Proposer shall thereafter cooperate with the City's review and investigation of such information, and comply with the instructions the Proposer receives from the Project Manager in regard to remedying the situation.

## DISCRIMINATION

Any entity or affiliate who has been placed on the discriminatory vendor list may not submit a proposal on a contract to provide goods or services to a public entity, may not submit a proposal on a contract with a public entity for construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not award or perform work as a proposer, supplier, subproposer, or consultant under contract with any public entity, and may not transact business with any public entity.

## ADVICE OF OMISSION OR MISSTATEMENT

In the event it is evident to a Vendor responding to this RFP that the City has omitted or misstated a material requirement to this RFP and/or the services required by this RFP, the responding Vendor shall advise the contact identified in the RFP Clarifications and Questions section above of such omission or misstatement.

## CONFIDENTIAL INFORMATION

Information contained in the Vendor's proposal that is company confidential must be clearly identified in the proposal itself. The City will be free to use all information in the Vendor's proposal for the City's purposes, in accordance with State Law. Vendor proposals shall remain confidential for 30 days or until a notice of intent to award is posted, which is sooner. The Vendor understands that any material supplied to the City may be subject to public disclosure under the Public Records Law.

## GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. This shall apply notwithstanding such factors which include, but are not limited to, the place where the contract is entered into, the place where the accident occurs and not withstanding application of conflicts of law principles.

## LITIGATION VENUE

The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District of Florida.

## SOVEREIGN IMMUNITY

Nothing in this agreement shall be interpreted or construed to mean that the city waives its common law sovereign immunity or the limits of liability set forth in Section 768.28, Florida Statute.

## SURVIVAL

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Proposer and the City under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

## INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The Contractor shall indemnify and hold harmless the City of Hollywood and its officers, employees, agents and instrumentalities from any and all liability, losses or damages. In addition, the City shall be entitled to attorney's fees and costs of defense, which the City of Hollywood, or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this project by the awarded proposer or its employees, agents, servants, partners, principals or subcontractors. Furthermore, the awarded proposer shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind of nature in the name of the City of Hollywood, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The awarded proposer expressly understands and agrees that any insurance protection required by the resulting agreement or otherwise provided by the awarded proposer shall cover the City of Hollywood, its officers, employees, agents and instrumentalities and shall include claims for damages resulting from and/or caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed by or utilized by the Contractor in the performance of the contract.

## PATENT AND COPYRIGHT INDEMNIFICATION

The Proposer warrants that all deliverables furnished hereunder, including but not limited to: services, equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights.

The Proposer shall be liable and responsible for any and all claims made against the City for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the work, or the City's continued use of the deliverables furnished hereunder. Accordingly, the Proposer, at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the City and defend any action brought against the City with respect to any claim, demand, and cause of action, debt, or liability.

In the event any deliverable or anything provided to the City hereunder, or a portion thereof, is held to constitute an infringement and its use is or may be enjoined, the Proposer shall have the obligation, at the City's option, to (i) modify, or require that the applicable subproposer or supplier modify, the alleged infringing item(s) at the Proposer's expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the City, at the Proposer's expense, the rights provided under this Agreement to use the item(s).

The Proposer shall be solely responsible for determining and informing the City whether a prospective supplier or subproposer is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any deliverable hereunder. The Proposer shall enter into agreements with all suppliers and subproposers at the Proposer's own risk. The City may reject any deliverable that it believes to be the subject of any such litigation or injunction, or if, in the City's judgment, use thereof would delay the work or be unlawful.

The Proposer shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the work.

## ADVERTISING

Vendor shall not advertise or publish the fact that the City has placed this order without prior written consent from the City, except as may be necessary to comply with a proper request for information from an authorized representative of a governmental unit or agency.

## DISCLAIMER

The Hollywood may, in its sole discretion, accept or reject, in whole or in part, for any reason whatsoever any or all proposals; re-advertise this RFP, postpone or cancel at any time this RFP process; or, waive any formalities of or irregularities in the proposal process. Proposals that are not submitted on time and/or do not conform to the City of Hollywood's requirements will not be considered. After all proposals are analyzed, organization(s) submitting proposal that appear, solely in the opinion of the City of Hollywood, to be the most competitive, shall be submitted to the City of Hollywood's City Commission, and the final selection will be made shortly thereafter with a timetable set solely by the City of Hollywood. The selection by the City of Hollywood shall be based on the proposal, which is, in the sole opinion of the City Commission of the City of Hollywood, in the best interest of the City of Hollywood. The issuance of this RFP constitutes only an invitation to make a proposal to the City of Hollywood. The City of Hollywood reserves the right to determine, in its sole discretion, whether any aspect of the proposal satisfies the criteria established by the City. In all cases the City of Hollywood shall have no liability to any proposer for any costs or expense incurred in connection with this proposal or otherwise.

## TRADEMARKS

The City warrants that all trademarks the City requests the Vendor to affix to articles purchased are those owned by the City and it is understood that the Vendor shall not acquire or claim any rights, title, or interest therein, or use any of such trademarks on any articles produced for itself or anyone other than the City.

## RIGHT TO REQUEST ADDITIONAL INFORMATION

The City reserves the right to request any additional information that might be deemed necessary during the evaluation process.

## PROPOSAL PREPARATION COSTS

The Vendor is responsible for any and all costs incurred by the Vendor or his/her subproposers in responding to this request for proposals.



## DESIGN COSTS

The successful Vendor shall be responsible for all design, information gathering, and required programming to achieve a successful implementation. This cost must be included in the base proposal.

## ADDITIONAL CHARGES

No additional charges, other than those listed on the price breakdown sheets, shall be made. Prices quoted will include verification/coordination of order, all costs for shipping, delivery to all sites, unpacking, setup, installation, operation, testing, cleanup, training and Vendor travel charges.

## RIGHTS TO PERTINENT MATERIALS

All responses, inquires, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits and other documentation produced by the Vendor that are submitted as part of the proposal shall become the property of the City upon receipt, a part of a public record upon opening, and will not be returned.

## INSURANCE REQUIREMENTS

Upon the City's notification, the Contractor shall furnish to the Procurement Services Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Workers' Compensation Insurance for all employees of the Contractor as required by Florida Statute Chapter 440. Should the Contractor be exempt from this Statute, the Contractor and each employee shall hold the City harmless from any injury incurred during performance of the Contract. The exempt contractor shall also submit (i) a written statement detailing the number of employees and that they are not required to carry Workers' Compensation insurance and do not anticipate hiring any additional employees during the term of this contract or (ii) a copy of a Certificate of Exemption.
- B. General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 each Occurrence for bodily injury and property damage. **The City of Hollywood must be shown as an additional insured with respect to this coverage. The mailing address of City of Hollywood, Florida, 2600 Hollywood Boulevard, Hollywood, Florida 33021, as the certificate holder, must appear on the certificate of insurance.**
- C. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$1,000,000 Combined Single Limit.
- D. The City reserves the right to require any other insurance it deems necessary depending on the exposure.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Contractor. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications.

Coverage shall be provided by a company or companies authorized to transact business in the state of Florida and the company or companies must maintain a minimum rating of A-VII, as assigned by the A.M. Best Company.

Compliance with the foregoing requirements shall not relieve the Contractor of any liability or obligation under this section or under any other section in this Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within fifteen (15) calendar days after City notification to Contractor to comply before the award becomes final. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Agreement, the Contractor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the City. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within twenty (20) calendar days after City notification to comply, the Contractor shall be in default of the

contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the City.

The Certificate shall contain a provision that coverage afforded under the policy will not be cancelled until at least thirty (30) days' prior written notice has been given to the City. The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the City at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the City shall suspend the Contract until such time as the new or renewed certificates are received by the City in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the City may, at its sole discretion, terminate this contract.

The insurance policy shall not contain any exceptions that would exclude coverage for risks that can be directly or reasonably related to the scope of goods or Services in this proposal. A violation of this requirement at any time during the term, or any extension thereof, shall be grounds for the immediate termination of any contract entered in to pursuant to this RFP. In order to show that this requirement has been met, along with an insurance declaration sheet demonstrating the existence of a valid policy of insurance meeting the requirements of this RFP, the successful Proposer must submit a signed statement from the insurance agency of record that the full policy contains no such exception.

## NATURE OF THE AGREEMENT

The Agreement incorporates and includes all negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in the Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of the Agreement that are not contained in the Agreement, and that the Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that the Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

The Proposer shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the City in all aspects of the services performed hereunder.

The Proposer acknowledges that the Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all work and services under this Contract. All things not expressly mentioned in the Agreement but necessary to carrying out its intent are required by the Agreement, and the Proposer shall perform the same as though they were specifically mentioned, described and delineated.

The Proposer shall furnish all labor, materials, tools, supplies, and other items required to perform the work and services that are necessary for the completion of this Contract. All work and services shall be accomplished at the direction of and to the satisfaction of the City's Project Manager.

The Proposer acknowledges that the City shall be responsible for making all policy decisions regarding the Scope of Services. The Proposer agrees to provide input on policy issues in the form of recommendations.

The Proposer agrees to implement any and all changes in providing services hereunder as a result of a policy change implemented by the City. The Proposer agrees to act in an expeditious and fiscally sound manner in providing the City with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes

## AUTHORITY OF THE CITY'S PROJECT MANAGER

The Proposer hereby acknowledges that the City's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or

subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.

The Proposer shall be bound by all determinations or orders and shall promptly obey and follow every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Proposer agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.

The Proposer must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Project Manager and the Proposer are unable to resolve their difference, the Proposer may initiate a dispute in accordance with the procedures set forth in the section below. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

In the event of such dispute, the parties to this Agreement authorize the City Manager or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the City Manager's purview as set forth above shall be conclusive, final and binding on the parties. Any such dispute shall be brought, if at all, before the City Manager within 10 days of the occurrence, event or act out of which the dispute arises.

The City Manager may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether the Proposer's performance or any deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the City Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Proposer to the City Manager for a decision, together with all pertinent information in regard to such questions, in order that a fair and impartial decision may be made. The parties agree that whenever the City Manager is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be deemed fair and impartial when exercised or taken. The City Manager shall render a decision in writing and deliver a copy of the same to the Proposer. Except as such remedies may be limited or waived elsewhere in the Agreement, the Proposer reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

## MUTUAL OBLIGATIONS

This Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereof unless acknowledged in writing by the duly authorized representatives of both parties.

Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

In those situations where this Agreement imposes an indemnity or defense obligation on the Proposer, the City may, at its expense, elect to participate in the defense if the City should so choose. Furthermore, the City may at its own expense defend or settle any such claims if the Proposer fails to diligently defend such claims, and thereafter seek indemnity for costs and attorney's fees from the Proposer.

## SUBCONTRACTUAL RELATIONS

If the Proposer will cause any part of this Agreement to be performed by a subproposer, the provisions of this Contract will apply to such subproposer and its officers, agents and employees in all respects as if it and they were employees of the Proposer; and the Proposer will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the subproposer, its officers, agents, and employees, as if they were employees of the Proposer. The services performed by the subproposer will be subject to the provisions hereof as if performed directly by the Proposer.

The Proposer, before making any subcontract for any portion of the services, will state in writing to the City the name of the proposed subproposer, the portion of the services which the subproposer is to do, the place of business of such subproposer, and such other information as the City may require. The City will have the right to require the Proposer not to award any subcontract to a person, firm or corporation disapproved by the City.

Before entering into any subcontract hereunder, the Proposer will inform the subproposer fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the services to be performed. Such services performed by such subproposer will strictly comply with the requirements of this Contract.

In order to qualify as a subproposer satisfactory to the City, in addition to the other requirements herein provided, the subproposer must be prepared to prove to the satisfaction of the City that it has the necessary facilities, skill and experience, and ample financial resources to perform the services in a satisfactory manner. To be considered skilled and experienced, the subproposer must show to the satisfaction of the City that it has satisfactorily performed services of the same general type which are required to be performed under this Agreement.

The City shall have the right to withdraw its consent to a subcontract if it appears to the City that the subcontract will delay, prevent, or otherwise impair the performance of the Proposer's obligations under this Agreement. All subproposers are required to protect the confidentiality of the City and City's proprietary and confidential information. The Proposer shall furnish to the City copies of all subcontracts between the Proposer and subproposers and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the City permitting the City to request completion of performance by the subproposer of its obligations under the subcontract, in the event the City finds the Proposer in breach of its obligations, and the option to pay the subproposer directly for the performance by such subproposer. The foregoing shall neither convey nor imply any obligation or liability on the part of the City to any subproposer hereunder as more fully described herein.

## PROMPT PAYMENT: LATE PAYMENTS BY PROPOSER TO SUBPROPOSER AND MATERIAL SUPPLIERS; PENALTY:

When a proposer receives from the City of Hollywood any payment for contractual services, commodities, materials, supplies, or construction contracts, the proposer shall pay such moneys received to each subproposer and material supplier in proportion to the percentage of work completed by each subproposer and material supplier at the time of receipt. If the proposer receives less than full payment, then the proposer shall be required to disburse only the funds received on a pro rata basis to the subproposers and materials Suppliers, each receiving a prorated portion based on the amount due on the payment. If the proposer without reasonable cause fails to make payments required by this section to subproposers and material suppliers within fifteen (15) working days after the receipt by the proposer of full or partial payment, the proposer shall pay to the subproposers and material suppliers a penalty in the amount of one percent (1%) of the amount due, per month, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed. Retainage is also subject to the prompt payment requirement and must be returned to the subproposer or material supplier whose work has been completed, even if the prime contract has not been completed. The Proposer shall include the above obligation in each subcontract it signs with a subproposer or material supplier.

## TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK

The City may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the City through fraud, misrepresentation or material misstatement.

The City may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the City. Such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.

The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the City through fraud, misrepresentation or material misstatement may be debarred from City contracting in accordance with the City debarment procedures. The Proposer may be subject to debarment for failure to perform and any other reasons related to the proposer's breach or failure of satisfactory performance.

In addition to cancellation or termination as otherwise provided in this Agreement, the City may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Proposer and in such event:

The Proposer shall, upon receipt of such notice, unless otherwise directed by the City:

1. Stop work on the date specified in the notice ("the Effective Termination Date");
2. Take such action as may be necessary for the protection and preservation of the City's materials and property;
3. Cancel orders;
4. Assign to the City and deliver to any location designated by the City any non-cancelable orders for deliverables that are not capable of use except in the performance of this Agreement and which have been specifically developed for the sole purpose of this Agreement and not incorporated in the services;
5. Take no action which will increase the amounts payable by the City under this Agreement.

In the event that the City exercises its right to terminate this Agreement pursuant to this Article, the Proposer will be compensated as stated in the payment articles herein, for the:

2. Portion of the services completed in accordance with the Agreement up to the Effective Termination Date; and
3. Non-cancelable deliverables that are not capable of use except in the performance of this Agreement and which have been specifically developed for the sole purpose of this Agreement but not incorporated in the services.

All compensation pursuant to this Article is subject to audit.

## EVENT OF DEFAULT

An Event of Default shall mean a breach of this Agreement by the Proposer. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:

5. The Proposer has not delivered deliverables on a timely basis;
6. The Proposer has refused or failed, except in any case for which an extension of time is provided, to supply enough properly skilled staff personnel;
7. The Proposer has failed to make prompt payment to subproposers or suppliers for any devices;
8. The Proposer has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Proposer's creditors, or the Proposer has taken advantage of any insolvency statute or debtor/creditor law or if the Proposer's affairs have been put in the hands of a receiver;
9. The Proposer has failed to obtain the approval of the City where required by this Agreement;
10. The Proposer has failed to provide "adequate assurances" as required under subsection "B" below; and
11. The Proposer has failed in the representation of any warranties stated herein.

When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Proposer's ability to perform the services or any portion thereof, the City may request that the Proposer, within the time frame set forth in the City's request, provide adequate assurances to the City, in writing, of the Proposer's ability to perform in accordance with terms of this Agreement. Until the City receives such assurances the City may request an adjustment to the compensation received by the Proposer for portions of the services which the Proposer has not performed. In the event that the Proposer fails to provide to the City the requested assurances within the prescribed time frame, the City may:

1. Treat such failure as a repudiation of this Agreement;
2. Resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the services or any part thereof either by itself or through others.

In the event the City shall terminate this Agreement for default, the City or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

## REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Proposer shall be liable for all damages resulting from the default, including but not limited to:

- A. Lost revenues;
- B. The difference between the cost associated with procuring services hereunder and the amount actually expended by the City for procurement of sServices, including procurement and administrative costs; and,
- C. Such other damages that the City may suffer.

The Proposer shall also remain liable for any liabilities and claims related to the Proposer's default. The City may also bring any suit or proceeding for specific performance or for an injunction.

## BANKRUPTCY

The City reserves the right to terminate this contract if, during the term of any contract the Proposer has with the City, the Proposer becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law.

## CANCELLATION FOR UNAPPROPRIATED FUNDS

The obligation of the City for payment to a Proposer is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

## VERBAL INSTRUCTIONS PROCEDURE

No negotiations, decisions, or actions shall be initiated or executed by the Proposer as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Proposers, which are signed by a person designated as authorized to bind the Proposer, will be recognized by the City as duly authorized expressions on behalf of the Proposer.

## E-VERIFY

Proposer acknowledges that the City may be utilizing the Proposer's services for a project that is funded in whole or in part by State funds pursuant to a contract between the City and a State agency. The Proposer shall be responsible for complying with the E-Verify requirements in the contract and using the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the Proposer during the Agreement term. The Proposer is also responsible for e-verifying its subproposers, if any, pursuant to any agreement between the City and a State Agency, and reporting to the City any required information. The Proposer acknowledges that the terms of this paragraph are material terms, the breach of any of which shall constitute a default under this Agreement.

## BUDGETARY CONSTRAINTS

In the event the City is required to reduce contract costs due to budgetary constraints, all services specified in this

document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required. The Proposer shall also be provided with a minimum 30-day notice prior to any such reduction in budget.

## COST ADJUSTMENTS (Not Applicable) Delete provision

The cost for all items as quoted herein shall remain firm for the first term of the contract. Costs for subsequent years and any extension term years shall be subject to an adjustment only if increases occur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 3% per year or, whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPU-U) (National) as published by the Bureau of Labor Statistics, U.S. Dept. of Labor. The yearly increase or decrease in the CPI shall be that latest index published and available ninety (90) days prior to the end of the contract year than in effect compared to the index for the same month one year prior. Any requested cost increase shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the City shall have the right to receive from the Proposer a reduction in costs that reflects such cost changes in the industry. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the contract can be cancelled by the City upon giving thirty (30) days written notice to the Proposer.

## HOLD HARMLESS AND INDEMNITY CLAUSE

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**(Company Name and Authorized Representative's Name)**

, the contractor, shall indemnify, defend and hold harmless the City of Hollywood, its elected and appointed officials, employees and agents for any and all suits, actions, legal or administrative proceedings, claims, damage, liabilities, interest, attorney's fees, costs of any kind whether arising prior to the start of activities or following the completion or acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by the contractor, or anyone acting under its direction, control, or on its behalf in connection with or incident to its performance of the contract.



SIGNATURE

J. Michael Adelberg, MD, FAEP

PRINTED NAME

Treasure Coast Medical Associates, Inc.

05/29/2019

COMPANY OF NAME

DATE

**Failure to sign or changes to this page shall render your bid non-responsive.**



## NONCOLLUSION AFFIDAVIT

**STATE OF:** Florida

**COUNTY OF:** Martin being first duly sworn, deposes and says that:

- (1) He/she is President of Treasure Coast Medical, Associates, Inc. the Bidder that has submitted the attached Bid.
- (2) He/she has been fully informed regarding the preparation and contents of the attached Bid and of all pertinent circumstances regarding such Bid;
- (3) Such Bid is genuine and is not a collusion or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the contractor for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure an advantage against the City of Hollywood or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(SIGNED)  MD, FAEP, President  
Title

**Failure to sign or changes to this page shall render your bid non-responsive.**

## SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a) FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS

1. This form statement is submitted to City of Hollywood, Florida  
By J. Michael Adelberg, President, MD, FAEP for Treasure Coast Medical Associates, Inc.  
(Print individual's name and title) (Print name of entity submitting sworn statement)  
whose address is 3405 NW Federal Hwy., Jensen Beach, FL 34957  
and if applicable its Federal Employer Identification Number (FEIN) is 55-0844936 If the entity has no FEIN,  
include the Social Security Number of the individual signing this sworn statement.

2. I understand that "public entity crime," as defined in paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misinterpretation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in an federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that "Affiliate," as defined in paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime, or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that "person," as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

Neither the entity submitting sworn statement, nor any of its officers, director, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime, but the Final Order entered by

May 15, 2019

City of Hollywood, Florida  
Solicitation # RFP-4615 19 PB

the Hearing Officer in a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings, determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the Final Order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THAT PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017 FLORIDA STATUTES FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

*[Handwritten Signature]*  
\_\_\_\_\_  
(Signature)

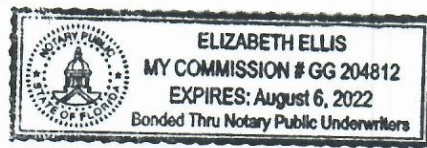
Sworn to and subscribed before me this 29th day of May \_\_\_\_\_ 2019.

Personally known XX \_\_\_\_\_

Or produced identification \_\_\_\_\_ Notary Public-State of Florida

\_\_\_\_\_  
(Type of identification) my commission expires Aug 11, 2022

Elizabeth Ellis  
\_\_\_\_\_  
(Printed, typed or stamped commissioned name of notary public) *[Handwritten Signature]*



**Failure to sign or changes to this page shall render your bid non-responsive.**

## CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

Applicant Name and Address:

Treasure Coast Medical Associates, Inc.

3405 NW Federal Hwy.

Jensen Beach, FL 34957

Application Number and/or Project Name:

RFP 4615 19 PB – City of Hollywood Comprehensive Medical Evaluation for Hollywood Personnel

Applicant IRS/Vendor Number: \_\_\_\_\_

Type/Print Name and Title of Authorized Representative:

J. Michael Adelberg, MD, FAEP, President

Signature: 

Date: 05/29/2019

**Failure to sign or changes to this page shall render your bid non-responsive.**

## DRUG-FREE WORKPLACE PROGRAM

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program (if such is available in the employee's community) by, any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of these requirements.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



VENDOR'S SIGNATURE

J. Michael Adelberg, MD, FAEP, President

PRINTED NAME

Treasure Coast Medical Associates, Inc.

NAME OF COMPANY

## SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Florida Statute 112.313 prohibits the solicitation or acceptance of Gifts. - "No Public officer, employee of an agency, local government attorney, or candidate for nomination or election shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the public officer, employee, local government attorney, or candidate would be influenced thereby." The term "public officer" includes "any person elected or appointed to hold office in any agency, including any person serving on an advisory body."

The City of Hollywood policy prohibits all public officers, elected or appointed, all employees, and their families from accepting any gifts of any value, either directly or indirectly, from any contractor, vendor, consultant, or business with whom the City does business.

The State of Florida definition of "gifts" includes the following:

- Real property or its use,
- Tangible or intangible personal property, or its use,
- A preferential rate or terms on a debt, loan, goods, or services,
- Forgiveness of indebtedness,
- Transportation, lodging, or parking,
- Food or beverage,
- Membership dues,
- Entrance fees, admission fees, or tickets to events, performances, or facilities,
- Plants, flowers or floral arrangements
- Services provided by persons pursuant to a professional license or certificate.
- Other personal services for which a fee is normally charged by the person providing the services.
- Any other similar service or thing having an attributable value not already provided for in this section.

Any contractor, vendor, consultant, or business found to have given a gift to a public officer or employee, or his/her family, will be subject to dismissal or revocation of contract.

As the person authorized to sign the statement, I certify that this firm will comply fully with this policy.

  
SIGNATURE

J. Michael Adelberg, MD, FAEP  
PRINTED NAME

Treasure Coast Medical Associates, Inc.  
NAME OF COMPANY

President  
TITLE

**Failure to sign this page shall render your bid non-responsive.**

## REFERENCE QUESTIONNAIRE

It is the responsibility of the contractor/vendor to provide a minimum of three (3) similar type references using this form and to provide this information with your submission. Failure to do so may result in the rejection of your submission.

Giving reference for: Treasure Coast Medical Associates, Inc

Firm giving Reference: City of Port St. Lucie

Address: 121 SW Port St. Lucie Blvd, Port St. Lucie, FL 34984

Phone: 772-344-4081

Fax: 772-871-5274

Email: cmccaskill@cityofpsl.com

1. **Q:** What was the dollar value of the contract?  
**A:** Approx. \$933,437/yr
2. **Q:** Have there been any change orders, and if so, how many?  
**A:** I don't understand the question. Changes to the contract? Changes to something else?
3. **Q:** Did they perform on a timely basis as required by the agreement?  
**A:** Yes
4. **Q:** Was the project manager easy to get in contact with?  
**A:** Yes
5. **Q:** Would you use them again?  
**A:** Yes
6. **Q:** Overall, what would you rate their performance? (Scale from 1-5)  
**A:** 5 *Excellent*
7. **Q:** Is there anything else we should know, that we have not asked?

**A:** Dr. Adelberg and staff have always been attentive to our needs and provides assistance when needed. We experience previous issues with invoicing, but most of it has been resolved and we have a performance bonus in place to maintain a high level of service...they have met the criteria every year at 100%.

The undersigned does hereby certify that the foregoing and subsequent statements are true and correct and are made independently, free from vendor interference/collusion.

Name: Claudia McCaskill Title HR Manager

Signature:  Date: 5/24/19

## REFERENCE QUESTIONNAIRE

It is the responsibility of the contractor/vendor to provide a minimum of three (3) similar type references using this form and to provide this information with your submission. Failure to do so may result in the rejection of your submission.

Giving reference for: Treasure Coast Medical Associates, Inc

Firm giving Reference: Okeechobee County Board of County Commissioners

Address: 304 NW 2<sup>nd</sup> Street, room 103

Phone: 863-763-9312 x 3

Fax: 863-763-0118

Email: [manuez@co.okeechobee.fl.us](mailto:manuez@co.okeechobee.fl.us)

1. Q: What was the dollar value of the contract?  
A: \$278,398.00 Admin Fees & Staffing costs  
\$16,500.00 Pharmaceutical Stock
2. Q: Have there been any change orders, and if so, how many?  
A: No
3. Q: Did they perform on a timely basis as required by the agreement?  
A: Yes
4. Q: Was the project manager easy to get in contact with?  
A: Yes
5. Q: Would you use them again?  
A: Yes
6. Q: Overall, what would you rate their performance? (Scale from 1-5)  
A: **5 Excellent** 4 Good 3 Fair 2 Poor 1 Unacceptable
7. Q: Is there anything else we should know, that we have not asked?  
A: No

The undersigned does hereby certify that the foregoing and subsequent statements are true and correct and are made independently, free from vendor interference/collusion.

Name: Mariah Anuez, HR/Risk Mgmt. Director

Signature: 

Date: 5/28/2019



## REFERENCE QUESTIONNAIRE

It is the responsibility of the contractor/vendor to provide a minimum of three (3) similar type references using this form and to provide this information with your submission. Failure to do so may result in the rejection of your submission.

Giving reference for: Treasure Coast Medical Associates, Inc

Firm giving Reference: \_\_\_ School Board of Highlands County

Address: \_\_\_ 426 School Street; Sebring, FL 33870

Phone: \_\_\_ 863-471-5664

Fax: \_\_\_ 863-471-5612

Email: \_\_\_ birtr@highlands.k12.fl.us

1. **Q:** What was the dollar value of the contract?  
**A:** \$700,000 annually
2. **Q:** Have there been any change orders, and if so, how many?  
**A:** N/A
3. **Q:** Did they perform on a timely basis as required by the agreement?  
**A:** Yes
4. **Q:** Was the project manager easy to get in contact with?  
**A:** Yes, Aurora is our project manager and she has been great to work with.
5. **Q:** Would you use them again?  
**A:** Yes – We have a contract with them currently
6. **Q:** Overall, what would you rate their performance? (Scale from 1-5)  
**A:** **5 Excellent 4 Good 3 Fair 2 Poor 1 Unacceptable**  
5 They have been great
7. **Q:** Is there anything else we should know, that we have not asked?  
**A:** N/A

The undersigned does hereby certify that the foregoing and subsequent statements are true and correct and are made independently, free from vendor interference/collusion.

Name: Title  
Richard Birt  
Director of Finance

Signature: Date: 5/24/19



May 30, 2019

RFP-4615 19 PB

W-9

Form **W-9**  
(Rev. December 2014)  
Department of the Treasury  
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type  
See Specific instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Treasure Coast Medical Associates Inc**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:  
 Individual/sole proprietor or single-member LLC  
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ \_\_\_\_\_  
 Other (see instructions) ▶ \_\_\_\_\_  
 C Corporation  
 S Corporation  
 Partnership  
 Trust/estate  
**Note.** For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
Exempt payee code (if any) \_\_\_\_\_  
Exemption from FATCA reporting code (if any) \_\_\_\_\_  
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)  
**3405 NW Federal Hwy**

6 City, state, and ZIP code  
**Jensen Beach, Florida 34957**

7 List account number(s) here (optional)

Requester's name and address (optional)

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

			-				-				
--	--	--	---	--	--	--	---	--	--	--	--

OR

Employer identification number

5	5	-	0	8	4	4	9	3	6
---	---	---	---	---	---	---	---	---	---

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶  Date ▶ 03/21/2019

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/w9](http://www.irs.gov/w9).

#### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.