

MEMORANDUM

DATE: July 26, 2019
TO: ****ORIGINAL****
CITY CLERK
FROM: Shelby Dolan
Procurement Management Department
SUBJECT: Record Retention

CONTRACT: #20190044
CONTRACT TITLE: On-Site Employee Medical Clinic

VENDOR NAME: Treasure Coast Medical Associates, Inc.
VENDOR ADDRESS: 3405 NW Federal Highway
CITY & STATE: Jensen Beach, FL 34957

COUNCIL APPROVED: July 22, 2019
7f) -Award Contract #20190044 On-Site Employee Medical Clinic to PSL Medical Provider, Inc. aka Treasure Coast Medical Associates, Inc. (TCMA) in the amount of \$1,563,640 annually.

CONTRACT TERM: 10/01/2019 through 09/30/2024 (5-year term), with the option to renew for (1) additional 5-year period.

Please see the attached for (1) original contract for your records.

**CITY OF PORT SAINT LUCIE
CONTRACT #20190044**

This MEDICAL PROVIDER SERVICES CONTRACT FOR AN ON-SITE EMPLOYEE MEDICAL CLINIC, executed this 22nd day of July, 2019, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, and PSL Medical Provider, Inc. aka TREASURE COAST MEDICAL ASSOCIATES, INC. (TCMAi), 3405 NW Federal Highway, Jensen Beach, Florida 34957, Telephone No. (772)692-8082 Fax No. (772)232-9383, hereinafter called "Consultant" or "Provider", party of the second part.

**SECTION I
RECITALS**

In consideration of the below agreements and covenants set forth herein, the parties agree as follows:

WHEREAS, Medical Provider is licensed in the State of Florida; and

WHEREAS, the City wishes to contract with a Provider and Provider desires to contract with the City for Provider to furnish a physician and physician extender to provide certain on-site medical services to the employees of City and/or their dependents on the terms and subject to the conditions contained herein On-Site Employee Medical Clinic; and

WHEREAS, Medical Provider is qualified, willing and able to provide the Scope of Services and work / medical services on the terms and conditions set forth herein; and

WHEREAS, the City desires to enter into this Contract with Provider to perform the Scope of Services and work / medical services specified and, in an amount, agreed to below.

NOW THEREFORE, in consideration of the premises and the mutual covenants herein name, the Parties agree as follows: The Recitals set forth above are hereby incorporated into this Contract and made a part of hereof for reference.

**SECTION II
NOTICES**

All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person, sent by certified mail with return receipt request, email or fax and addressed as follows unless written notice of a change of address is given pursuant to the provisions of this Contract.

Medical Provider: Mr. J. Michael Adelberg, MD, FAEP, President
Treasure Coast Medical Associates, Inc.
3405 NW Federal Highway
Jensen Beach, Florida 34957
Telephone: 772-692-8082 / Fax: 772-232-9383
Email: kadelberg@tcmahealthcare.com

City Contract Administrator: Procurement Management Department
Lenora Sevillian, MBA, CIPP, CPPP, CPCM, Division Director
Procurement Management Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099
Telephone: 772-871-7390 / Fax: 772-871-7337
E-mail: lsevillian@cityofpsl.com

City Project Manager: Ms. Claudia McCaskill
Human Resources
City of Port St. Lucie
121 SW Port St. Lucie, Blvd.
Port St. Lucie, FL 34984
Telephone: 772-344-4081 Fax 772.871.XXXX
Email: cmccaskill@cityofpsl.com

SECTION III DESCRIPTION OF SERVICES TO BE PROVIDED

The City seeks a consultant to provide on-site medical services to its employees, dependents, surviving spouses, COBRA, and retirees to include, but not limited to, primary and urgent care, health risk assessments, call support, immunizations, injections, new hire physicals, fitness for duty physicals, annual public safety physicals, exams and screenings (including random and required drug testing), prescriptions, laboratory specimen collection services, and pharmaceutical dispensing based on a drug formulary determined by the City. Disease management and primary care case management is required, including the ability to perform on-site x-rays, diagnostic testing, and treatment of minor injuries. In addition to on-site health care, the City desires the Clinic's on-site medical services to provide occupational health services and handle job injury services including treatment of injuries and first report of injury services. The selected Provider will also work with the City's existing wellness program to provide educational, intervention and incentive programs. The selected Provider must comply with all guidelines and regulations set forth in the Health Insurance Portability and Accountability Act (HIPPA) and Clinical Laboratory Improvement Act (CLIA). The City's clinic is open Monday, Tuesday, Thursday, Friday 8:00 a.m. – 7:00 p.m., Wednesday 8:00 a.m. – 5:00 p.m. and Saturday 10:00 a.m. – 2:00 p.m. The Clinic is not open on Sunday.

Medical Services include but are not limited to the following:

- Chronic illness evaluation, treatment and management
 - Diabetes
 - High Cholesterol
 - Etc.
- Acute Conditions
 - Sore throats/ears/headache
 - Cough, Sinus
 - Strains/sprains/musculoskeletal problems
 - Acute urinary complaints
- Lab testing
- Medication dispensing
- Occupational Conditions
 - OJI/Work-related injuries
 - Minor surgical procedures, such as sutures for laceration treatment
- Employment Related Activities
 - Pre-employment and routine physicals, including pre-op, FDLE, DOT, military, school, sport, and flight
 - Pre-employment drug testing, including FDLE, DOT, and safety-sensitive
- Personal hygiene related problems
- Ordinary and routine care of the nature of a visit to the doctor's office (pediatric to geriatric), including women's and men's health

Long Term Prevention Programs Included

- Lab Insight Health Risk Assessment (or similar product) with comprehensive blood draw analysis (to be billed at cost)
- Aggregate data analysis from employee population that allows you to develop just the right programs for our Pharmaceutical Program Management tailored to your specific population
- Physician/Nurse "Reach Out" Program to touch the people with the highest health risks
- Population Health Management programs targeted for the greatest impact (obesity, diabetes, high blood pressure, etc.)
- Disease/Case Management –proactively assign a “coach” to help those with the greatest need
- Self-Care Education Tools and Manual online and in print form
- Comprehensive Health Education Training
- Physician Health Seminars
- Quarterly Population Promotions

Program Enablers and Infrastructure Included

- Local or 800 Customer Support
- 24x7 Online Scheduling System
- Online Medical Management & Tracking System
- Clinic Best Practices Sharing
- Clinic Inventory Management (supplies, medications, etc.)
- Physician Recruiting
- Medical Assistant Recruiting
- Physician Management
- Medical Assistant Management
- Monthly Analysis, Trends, Reporting & Survey Results
- Quarterly Program Scorecards

The primary goals of the On-Site Employee Medical Clinic are:

- Access to reduced cost primary care related services;
 - Acute/Episodic care
 - Chronic condition management
 - Occupational health care
 - Population Health Management
 - Health data analytics
- Improve health outcomes for members;
- Improve treatment and compliance for patients with chronic health conditions;
- Provide access to health coaching and care management;
- Reduce health costs for the City and plan members;
- Provide health screening services;
- Reduce reliance on emergency room and urgent care;
- Improve employee productivity and reduce absenteeism;
- Provide alternative options for retail pharmacy, and specialty medications.

Locations and populations served:

- Regional presence desired;
 - The first location is sought in the **City of Port St. Lucie, Florida**.
- Medical Clinic will initially be available to employees, and their dependents participating in the City's medical insurance plans;
- Medical Clinic would not be available to members of the general public;
- City-wide approach to health screenings and health risk assessments for employees, and their dependents.
- *Medical Clinic Provider shall also see patients in the infant (newborn) category; starting at two (2) weeks old. However, this service "shall not" be confused as a replacement for specialty care provided by a Pediatrician.*

General Requirements:

1. The Consultant must be licensed by the **State of Florida** to operate and staff a medical clinic.
2. The Consultant must hold a network accreditation from the Accreditation Association for Ambulatory Health Care (AAAHC).
3. The Consultant agrees that it may not modify, withdraw, or cancel its proposal for a 120-day period following the RFP due date, or receipt of best and final offer, if required.
4. The Consultant, by submitting a response to this RFP, acknowledges it understands and shall comply with the RFP specifications and requirements.
5. This RFP, and any addenda, the proposal response, including any amendments, a best and final offer (if any), and any clarification question responses shall be incorporated by reference in any resulting contract.
6. Expectations include, but are not limited to:
 - a. Ongoing consultative recommendations to the City regarding On-Site Employee Medical Clinic operations and services.
 - b. Guarantee of various performance features with financial penalty provisions and periodic performance reports to the City. Performance features to include: implementation and start-up of the facility within the date specified; patient service satisfaction; program cost effectiveness; timeliness of quarterly and annual management reports.
 - c. Maintain accurate patient records and billing files.
 - d. Provide adequate security or patient information.

Consultant Responsibilities:

1. On-Site/Off-Site Requirements. The Consultant must have a contract representative available during normal business hours (Monday – Friday 8:00am to 5:00pm Eastern Standard Time). This individual must have final decision-making authority to adjust and meet all program needs. This person will have a high-level of interaction with the City.

2. Consultant Relations to the City. Consultant staff will have an ongoing relationship with City staff that is based on trust, confidentiality, objectivity, and integrity throughout the contract term. The Consultant is expected to work cooperatively with City staff and other stakeholders, as required. The Consultant must maintain complete confidentiality.
3. Operations and Maintenance. The Consultant will be responsible for operating and maintaining the On-Site Employee Medical Clinic throughout the contract. Operational support involves all processes necessary to meet the requirements outlined throughout this RFP.
4. Security, Confidentiality, Auditing. The Consultant must provide multiple layers of external and internal security that provides administrative, physical, and technical means to protect sensitive or confidential information, supplies, and medications used in performing the responsibilities and duties set forth in this RFP. The Consultant must abide by all provisions in the Health Insurance Portability and Accountability Act (HIPAA) of 1996, as well as the Health Information Technology for Economic and Clinical Health (HITECH) Act, enacted as part of the American Recovery and Reinvestment Act of 2009, and any and all subsequent Rules as promulgated by the Department of Health and Human Services. The Consultant must provide assurance that it has effective internal controls over the operation and management of the On-Site Employee Medical Clinic and processing of transactions performed under the resulting contract. Consultants must propose a detailed approach to security, confidentiality, auditing, and HIPAA compliance to be used during the contract.
5. The Consultant shall preserve as confidential all information pertaining to the City business and all technical and proprietary information obtained from the City in the performance of the administrative service agreement. The Consultant will agree that any data and information generated or delivered in the performance of the administrative service agreement and any information and data furnished by The City shall (1) be kept in confidence and not be disclosed to third parties without the prior written approval of The City, and (2) shall not be used in the production, manufacture, or design of any article or material, except as provided in the administrative service agreement, without the City's prior written consent. This obligation shall survive the termination or expiration of the administrative service agreement.
6. On-Site Employee Medical Clinic Equipment. The Consultant is responsible for acquiring computer software, diagnostic, and all other On-Site Employee Medical Clinic equipment needed to complete the scope of work described in this RFP.
7. Staffing Requirements. The Consultant shall provide key personnel to perform the duties outlined in this RFP including:
 - a. A Client Manager who will be the primary point of contact for Consultants performance under the contract and who has the authority to make decisions that are binding on the proposer.
 - b. A Clinic Manager who will manage the contract on a day-to-day basis under the direction of the Client Manager. The Clinic Manager is responsible for day-to-day issues and will act as liaison to the City. The Clinic Manager must also ensure that the Clinic is adequately staffed daily, to meet customer demands.

- c. Support personnel, to include medical and non-medical personnel who are licensed and qualified to provide medical services, case management, program policies, and member intervention strategies. Consultant (Physician, Physician Assistant, or Nurse Practitioner) and nursing staff must meet the requirements for licensure in the applicable state. The Consultant must assure that all tasks are conducted by the appropriate person. The Consultant must provide staff qualified/licensed in the areas of the scope of work.
8. Subcontractors. If the Consultant anticipates providing any services through subcontractors, the Consultants must provide detailed information about the subcontractor's qualifications.
- a. The subcontractor will report to, and be responsible to, the Consultant.
 - b. The Consultant shall provide the representatives of the City with a description of all work to be subcontracted to third parties.
 - c. The Consultant shall provide a description of the nature and duration of the previous relationship of all subcontractors and/or third parties with the Consultant.
 - d. The Consultant shall provide an explanation of any existing contractual relationships between the proposer and subcontractors, or among subcontractors.
 - e. The Consultant shall provide the representative of the City with information regarding any contracts the subcontractor has had canceled due to poor performance, etc.
 - f. The selected Consultant will be the prime contractor if a contract is awarded, and shall be responsible, in total, for all work of any subcontractors, if any, must be listed in the proposal. The City reserves the right to approval all subcontractors. The Consultant shall be responsible to the City for the acts and omissions of all subcontractors or agents of the contractor and of persons directly or indirectly employed directly by the proposer. Further, nothing contained within this document or any contract documents created as a result of any contract awarded derived from this RFP shall create any contractual relationships between any subcontractor and the City.
 - g. If any service is not to be performed by the Consultant, the Consultant must describe in detail how it will subcontract for the desired service.
9. Wellness Program. The Consultant will be responsible for providing the City with a wellness program report comparable to the current operational standard as outlined in the attachment in Exhibit M of this RFP. The report is due no later than October 7th of each calendar year.

SECTION IV TIME OF PERFORMANCE

The initial Contract shall be valid from **October 1, 2019 through September 30, 2024** for a five (5) year period. The work shall begin with a Notice to Proceed on the date specified by the Project Manager.

SECTION V RENEWAL OPTION

The initial Contract period will be for a five (5) years with an option to renew for one (1) additional five (5) year period as appropriations allow in the budget. Renewals shall be based on mutual agreement between the City and the Consultant

to provide the identical services required under this Contract as outlined in the Scope of Services and maintain the same terms, conditions, and cost structure as delineated herein. All renewals must be offered in writing at least one hundred eighty (180) days' prior to the termination of this Contract period.

NOTE: Consultant may exercise the option to renew by submitting a written submission one hundred eighty (180) days prior to the termination of the contract period.

**SECTION VI
COMPENSATION**

The City shall compensate the provider of services for the On-Site Employee Medical Clinic as outlined in the cost proposal chart below. **This shall include "all" value-added services, "all" additional locations and "all" mobile units to provide optimal care to the City employees, dependents and retirees.** All cost shall remain in effect for the entire term of the contract.

CONSULTANT'S COST PROPOSAL			
LINE ITEM	MONTHLY	ANNUAL	TOTAL
FACILITY COSTS			
ADMINISTRATION FEES	\$18.00 PEPM	\$18,810	\$225,720 Based on 1,045 PEPM
START-UP COST / INITIAL SET-UP FEES	\$0.00	\$0.00	\$0.00
MONTHLY SERVICE FEES	\$300.00	\$3,600	\$3,600
SUPPLY COSTS	\$5,000	\$60,000	\$60,000
PHARMACY COSTS	\$7,000	\$84,000	\$84,000
FACILITY COSTS	\$30.00	\$360.00	\$360.00
ADDITIONAL FEES	\$13,000	\$156,000	\$156,000
MEDICAL STAFF			
PHYSICAN	\$21,600	\$259,200	\$263,200
PHYSICAN ASSISTANT	\$10,880	\$130,560	\$133,560
NURSE PRACTITIONER	\$11,040	\$132,480	\$132,480
REGISTERED NURSE	0.00	0.00	0.00
CERTIFIED MEDICAL ASSISTANT	\$3,040	\$36,480	\$36,480
RADIOLOGY TECHNICIAN	\$3,200	\$38,400	\$38,400
OFFICE STAFF			
OFFICE MANAGER			
RECEPTIONISTS	\$5,600	\$67,200	\$67,200
SAVINGS PROJECTIONS			
PRIMARY CARE VISITS	\$80,000	\$960,000	\$960,000
SPECIALISTS VISITS	\$70,000	\$840,000	\$840,000
PRESCRIPTION DRUGS	\$40,000	\$480,000	\$480,000
OTHER SAVINGS	\$50,000	\$600,000	\$600,000

Additional Fees include: Answering Service, HRA fee's, License Fee's, Lab Fee's, Medical Malpractice, Employee Health Benefits, Unemployment, FICA, and Worker's Compensation.

Monthly Service: X-ray Over reads (Teleradiology)

Facility Cost: Medical Waste Removal

Supply Cost: Office and Medical Supply

The difference in Medical Staff Annual to Total is for Continuing Education.

Office Manager: The ARNP is also the Office Manager.

The invoices will be supplied on a monthly basis on the 15th of each month. TCMAi requests that invoices are paid within 14 days so that payment can be made to the vendors of the outstanding invoices.

Projected Cost Annually: \$1,563,640

Projected Savings Annually - \$2,880,000

GRAND TOTAL ANNUAL FIRM FIXED FEE \$ 225,720/ANNUALLY.

This only includes the fixed fees which are administration fees – not the pass- through items

PERFORMANCE BONUS – FORMULA SHALL BE USED:

ELIGIBLE EMPLOYEE*\$15.50 = AMOUNT PAID PROVIDER

The City shall pay Provider up to a maximum of \$2.50 per eligible employee at the end of each year of this contract ending September 30, 2020 and September 30, 2021 respectively, as a performance guarantee for meeting one or more of the two (2) performance goals or subparts thereof. This contract currently has two goals and four objectives which are the basis for the potential annual performance bonus (as listed below).

GOAL 1: DECREASE INSURANCE COSTS PER ELIGIBLE EMPLOYEE

KPI Metric: 12 months of contract year compared to same period of prior year:

- Objective 1A: Maintain medical emergency department visits (shall be based on each 12-month period of Clinic Patient visits data).
Medical emergency department visits shall be no more than 2% of the total Clinic Patient visits each 12-month period. The City will provide consideration for unavoidable emergency department visits.
- Objective 1B: Maintain current level of clinic usage for urgent and primary care office visits (i.e., MD/DO or ARNP interaction), excluding lab draws and prescription refill visits. (Shall be based on and compared with 1st quarter clinic utilization data of Provider).

Year 2019/2020 Target: Maintain current level of clinic office visits at 36-38 patients per day (+/-2%) until such time that the facility / physical location(s) change to allow for a larger number of patients per day.

Year 2020/2021 Target: Maintain current level of clinic office visits at 36-38 patients per day (+/-2%) until such time the facility / physical location(s) change to allow for a larger number of patients per day.

GOAL 2: OPERATE THE EMPLOYEE HEALTH CLINIC EFFECTIVELY

KPI Metric: Conformance to mutually agreed parameters:

- Objective 2A: Achieve annual cumulative patient satisfaction score of greater than 3.5 out of 5.0, on a 1-5 scale.
- Objective 2B: Achieve annual cumulative billing accuracy of 95% when graded and reviewed by the City.

Weight of each section, Objective 2B:

- Accuracy 50%
- Calculations 15%
- Proper Invoicing 20%
- Timely Manner 15%

Measures of accuracy to billing accuracy include the following:

- Accuracy – total amounts due from supporting documentation accurately transposed over to coversheets.
- Calculations – properly calculated amounts reflected on coversheets.

- *Proper Invoicing – provide supporting documentation for all invoices; in addition, when City’s reviewer is unable to discern whether an invoice was proper as a result of insufficient documentation, this invoice must also be considered an error.*
- *Timely Manner – adhering to timelines in providing invoices and supporting documentation including the response time in readdressing any invoices for inaccuracies.*

Calculation of maximum bonus = \$2.50 x 12 months x mean number of eligible employees per month in contract year.

- *Each objective represents a weighted percentage of maximum bonus (i.e., achieve 70% of maximum bonus).*

Objectives	Weighting	Achieved?	Bonus%	Achieved
1A	25%	Y / N		
1B	25%	Y / N		
2A	25%	Y / N		
2B	25%	Y / N		
	100%			

Invoices for services shall be submitted once a month, by the 15th of the month, and payments shall be made net forty-five (45) days unless Consultant has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payments shall be made provided the submitted invoice is accompanied by adequate supporting documentation and approved by Project Manager.

**SECTION VII
WORK CHANGES**

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the contract price and time for completion. Any and all changes must be authorized by a written change order signed by the City’s Purchasing Agent or his designee as representing the City. Work shall be changed and the contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the contract price resulting in a credit or a charge to the City shall be determined by mutual agreement of the parties before starting the work involved in the change.

**SECTION VIII
CONFORMANCE WITH PROPOSAL**

It is understood that the materials and/or work required herein are in accordance with the proposal made by the Consultant pursuant to the Request for Proposal and Specifications on file in the Procurement Management Department of the City. All documents submitted by the Consultant in relation to said proposal, and all documents promulgated by the City for inviting proposals are, by reference, made a part hereof as if set forth herein in full.

**SECTION IX
INDEMNIFICATION/HOLD HARMLESS**

Consultant agrees to indemnify, defend and hold harmless, the City, its officers, agents, and employees from, and against any and all claims, actions, liabilities, losses and expenses including, but not limited to, attorney’s fees for personal, economic or bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or may be alleged to have risen from the negligent acts, errors, omissions or other wrongful conduct of Consultant, agents, laborers, subcontractors or other personnel entity acting under Consultant control in connection with the Consultant’s performance of services under this Contract and to that extent Consultant shall pay such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses including wrongful termination or allegations

of discrimination or harassment, and shall pay all costs and attorney's fees expended by the City in defense of such claims and losses including appeals. That the aforesaid hold-harmless Contract by Consultant shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of Consultant or any agent laborers, subcontractors or employee of Consultant regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. Consultant shall be held responsible for any violation of laws, rules, regulations or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by Consultant on the work. This indemnification shall survive the termination of this Contract.

**SECTION X
SOVEREIGN IMMUNITY**

Nothing contained in this Contract shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections existing under the laws of the State of Florida, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

**SECTION XI
INSURANCE**

The Provider shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage, limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Provider are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Provider under the Contract.

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its sovereign immunity pursuant to Section 768.28, Florida Statutes, under its self-insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy, or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

Workers' Compensation Insurance & Employer's Liability: The Provider shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability and must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement shall be provided. Coverage shall apply on a primary basis. Should scope of work performed by Provider qualify its employee for benefits under Federal Workers' Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

Commercial General Liability Insurance: The Provider shall agree to maintain Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$2,000,000
General aggregate	\$2,000,000
Fire damage	\$100,000 any 1 fire

Medical expense

\$10,000 any 1 person

Additional Insured: An Additional Insured endorsement **must** be attached to the certificate of insurance (should be CG2026) under the General Liability policy. Coverage is to be written on an occurrence form basis and shall apply as primary. A per location aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation shall be provided in favor of the City. Coverage shall extend to independent Provider and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests' provision as provided under the standard ISO form separation of insurers clause.

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read "**City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents and shall include Contract #20190044 On-Site Employee Medical Clinic shall be listed as additionally insured.**". The Policy shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Provider shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. All contractors, subcontractor, and independent contractors utilized in this project shall furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

Automobile Liability Insurance: The Provider shall agree to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event, the Provider does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Provider to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation shall be provided. Coverage shall apply on a primary basis.

Professional Liability: Provider shall ensure the Medical Professionals maintain, throughout the term of this Agreement, Professional Liability Insurance, covering acts and omissions of the Medical Professionals, in the minimum annual coverage limit of liability not less than \$2,000,000 claim and \$2,000,000 aggregate, with an insurance company reasonable satisfactory to the City. Provider will require the Medical Professionals to notify Provider immediately in the event he or she does not have the required coverage and will promptly remove and replace such Medical Professional with another qualified Medical Professional. Provider shall provide City proof of all such Professional Liability Insurance covering Medical Professionals. Before Agreement execution, Provider shall provide City proof of all such Professional Liability Insurance, including Liability Insurance Provider maintains on its own behalf. All costs associated with maintaining Liability Insurance, shall be borne by Provider of the Medical Professional. When a self-insured retention (SIR) or deductible exceeds \$10,000 the City reserves the right, but not the obligation, to review and request a copy of the Provider's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, the Provider warrants the retroactive date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Contract, Provider shall agree to purchase a SERP with a minimum reporting period not less than five (5) years. If policy contains an exclusion for dishonest or criminal acts, defense coverage for the same shall be provided.

Pollution Liability: If the Provider utilizes a medical waste disposal company, Provider shall ensure the contractor maintains Pollution Liability Insurance for Environmental Waste Disposal and Transportation, in limits not less than \$1,000,000 per

occurrence, \$2,000,000 aggregate. The City of Port St. Lucie must be listed as an additional insured. A waiver of subrogation shall be provided in favor of the City. Coverage shall apply on a primary basis.

Cyber Liability: Provider shall agree to maintain Cyber Liability in limits not less \$1,000,000 Per Occurrence for direct loss, legal liability and consequential loss resulting from cyber security breaches. Coverage to include coverage for Privacy & Security Liability, Security Breach Response / Customer Breach Notice Expense, Cyber Extortion and Electronic Media Liability. The City of Port St. Lucie must be listed as an additional insured. A waiver of subrogation shall be provided in favor of the City. Coverage shall apply on a primary basis.

Waiver of Subrogation: The Provider shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then Provider shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Provider enter into such a Contract on a pre-loss basis.

Deductibles: All deductible amounts shall be paid for and be the responsibility of the Provider for any and all claims under this Contract. Where an SIR or deductible exceeds \$5,000, the City of Port St. Lucie reserves the right, but not obligation, to review and request a copy of the bidder's most recent annual report or audited financial statement.

It shall be the responsibility of the Provider to ensure that all contractors, independent contractors, and subcontractors comply with the same insurance requirements referenced above.

The Provider may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, Professional Liability or Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, Professional Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form," the City shall be endorsed as an "Additional Insured."

The City, by and through its Risk Management Department, reserves the right, but not obligation, to review, modify, reject, or accept any required policies of insurance including limits, coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an AM Best rating of at least A: VII or better.

A failure on the part of the Provider to execute the contract and/or punctually deliver the required insurance, and other documentation may be cause for annulment of the award.

**SECTION XII
ACTS OF GOD**

The Consultant shall be responsible for all preparation of the site for Acts of God, including but not limited to; earthquake, flood, tropical storm, hurricane or other cataclysmic phenomenon of nature, rain, wind or other natural phenomenon of normal intensity, including extreme rainfall. No reparation shall be made to the Consultant for damages to the Work resulting from these Acts. The City is not responsible for any costs associated with pre or post preparations for any Acts of God.

Emergencies – In the event of emergencies affecting the safety of persons, the work, or property, at the site or adjacent thereto, the Contractor, or his designee, without special instruction or authorization from the City, is obligated to act to prevent threatened damage, injury or loss. In the event such actions are taken, the Contractor shall promptly give to the City written notice and contact immediately by phone, of any significant changes in work or deviations from the Contract documents caused

thereby, and if such action is deemed appropriate by the City a written authorization signed by the City covering the approved changes and deviations will be issued.

SECTION XIII PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

Subject to the laws of the State of Florida and of the United States, neither Consultant nor any Sub-Consultant supplier of materials, laborer or other person shall file or maintain any lien for labor or materials delivered in the performance of this Contract against the City. The right to maintain such lien for any or all of the above parties is hereby expressly waived.

SECTION XIV COMPLIANCE WITH LAWS

The Consultant shall give all notices required by and shall otherwise comply with all applicable laws, ordinances, and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of the Contract. All materials furnished and works done are to comply with all federal, state, and local laws and regulations. Consultant will comply with all requirements of 28 C.F.R. § 35.151. Consultants and Sub-Consultant, shall comply with § 119.0701, Fla. Stat. (2013). The Consultant and Sub-Consultant, are to allow public access to all documents, papers, letters, or other material made or received by the Consultant in conjunction with this Contract, unless the records are exempt from Art. I, § 24(a), Fla. Const. and § 119.07(1)(a), Fla. Stat. (2013). Pursuant to § 119.10(2)(a), Fla. Stat. (2013), any person who willfully and knowingly violates any of the provisions of Ch. 119, Laws of Fla., commits a misdemeanor of the first degree, punishable as provided in § 775.082 and § 775.083 Fla. Stat. (2013).

RECORDS

The City of Port St. Lucie is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. CONTRACTOR'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Pursuant to Section 119.0701, F.S.

Contractor agrees to comply with all public records laws, specifically to:

Keep and maintain public records required by the City in order to perform the service;

1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. (see <http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/>).
2. During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City.
3. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Contractor's records under this Contract include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.

4. The Contractor agrees to make available to the City, during normal business hours all books of account, reports and records relating to this contract.
5. A Contractor who fails to provide the public records to the City within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes.

Upon request from the City's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984
(772) 871 5157
pr@cityofpsl.com
SECTION XV
INSPECTION AND CORRECTION OF DEFECTS**

Deductions - In the event the City deems it expedient to perform work which has not been done by the Consultant(s) as required by these Specifications, or to correct work which has been improperly and/or inadequately performed by the Consultant(s) as required in these Specifications, all expenses thus incurred by the City, in the City's option, will be invoiced to the Consultant(s) and/or may be deducted from payments due to the Consultant(s). Deductions thus made will not excuse the Consultant(s) from other penalties and conditions contained in the Contract.

**SECTION XVI
ADDITIONAL REQUIREMENTS**

In the event of any conflict between the terms and conditions, appearing on any purchase order issued relative to this Contract, and those contained in this Contract and the Specifications herein referenced, the terms of this Contract and Specifications herein referenced shall apply.

City's Public Relations Image – The Consultant's personnel shall at all times handle complaints and any public contact with due regard to the City's relationship with the public. Any personnel in the employ of the Consultant involved in the execution of work that is deemed to be conducting him/her self in an unacceptable manner shall be removed from the project at the request of the City Manager.

Dress Code – All personnel in the employ of the Consultant(s) shall be appropriately attired. Employees engaged in the course of work shall wear company uniforms neat and clean in appearance, readily identifiable to all City employees and the public. No tee shirts with obscene pictures or writings will be allowed. Swimsuits, tank tops, shorts and sandals are also prohibited. Safety toed shoes shall be worn at all times.

Patent Fees, Royalties, and Licenses – If the Consultant requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the Consultant and his surety shall indemnify and hold harmless the City from any and all claims for infringement in connection with the work agreed to be performed. The Consultant shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during the prosecution of or after completion of the work.

Permits - The selected Proposer shall be responsible for obtaining all permits, licenses, certifications, etc., required by Federal, State, County, and Municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform with the requirements of said legislation. The selected Proposer shall be required to complete a **W-9 Taxpayer Identification Form**, provided with the City's contract, and return it with the signed contract and insurance documents

Material Safety Data Sheets - The Proposer shall provide MSDS and description literature for each chemical/compound/mixture used in the performance of the Contract to the City before the commencement of any work. All MSDS shall be of the latest version and comply with 29 CFR1910.1200. Hazardous products shall not be used except with prior approval of the City and must be disposed of properly by the Proposer in accordance with U.S. Environmental Protection Agency 40-CFR 260-265. The Proposer shall maintain and have readily accessible on-site a complete MSDS book of all chemicals, compounds/mixtures used in the execution of the contract.

Personal Protective Equipment (PPE) - All personnel are required to wear PPE in the process of the work including eye protection, hearing protection, respiratory protection as necessary, gloves, and any other PPE as necessary for the work.

Cooperative Purchasing Agreement - This contract may be expanded to include other governmental agencies provided a cooperative purchasing agreement exists or an inter-local agreement for joint purchasing exists between the City of Port St. Lucie and other public agencies. Consultant(s) may agree to allow other public agencies the same items at the same terms and conditions as this contract, during the period of time that this contract is in effect. Each political entity will be responsible for execution of its own requirements with the Consultant.

Contractual Relations - The Consultant(s) are advised that nothing contained in the contract or specifications shall create any contractual relations between the City and Sub-Consultant of the Consultant(s).

Standard Production Items - All products offered must be standard production items that have been available to the trade for a period of not less than two (2) years and are expected to remain available in future years.

SECTION XVII ASSIGNMENT

Consultant shall not delegate, assign or subcontract any part of the work under this Contract or assign any monies due him hereunder without first obtaining the written consent of the City.

**SECTION XVIII
TERMINATION, DELAYS AND LIQUIDATED DAMAGES**

If the Consultant refuses or fails to prosecute the work with such diligence as will insure its completion within the time specified in this Contract, or as may be modified in accordance with this Contract, the City by written notice to the Consultant, may terminate Consultant's rights to proceed. On such termination, the City may take over the work and prosecute the same to completion, by contract or otherwise, and the Consultant and his sureties shall be liable to the City for any additional cost incurred by it in its completion of the work.

The City may terminate this Contract with or without cause by giving the Consultant thirty (30) days' notice in writing. Upon delivery of said notice, the Consultant shall discontinue all services in connection with the performance of this Contract and shall proceed to promptly cancel all related existing third-party contracts. Termination of the Contract by the City pursuant to this paragraph shall terminate all of the City's obligations hereunder, and no charges, penalties or other costs shall be due Consultant except for work timely completed.

The obligation to provide further services under this Contract may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, the terminating party will be paid all compensation earned for services performed through the date of cancellation.

**SECTION XIX
LAW, VENUE AND WAIVER OF JURY TRIAL**

This Contract is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken to enforce this Contract shall be in St. Lucie County, Florida.

The Parties to this Contract hereby freely, voluntarily and expressly, waive their respective rights to trial by jury on any issues so triable after having the opportunity to consult with an attorney.

**SECTION XX
APPROPRIATION APPROVAL**

The Consultant acknowledges that the City of Port St Lucie's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the City Council. The Consultant agrees that, in the event such appropriation is not forthcoming, this Contract may be terminated by the City and that no charges, penalties or other costs shall be assessed.

**SECTION XXI
TRUTH-IN-NEGOTIATIONS**

In accordance with the provisions of Section 287.055, Florida Statutes, the Consultant agrees to execute a truth-in-negotiations certificate and agrees that the original Contract price and any additions may be adjusted to exclude any significant sums by which the Contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs.

**SECTION XXII
CONFLICT OF INTEREST**

The City hereby acknowledges that the Consultant may be performing professional services for private developers within the Treasure Coast area. Should a conflict of interest arise between providing services to the City and/or other clients, the Consultant shall terminate its relationship with the other client to resolve the conflict of interest. The City Manager shall determine whether a conflict of interest exists. At the time of each Project Proposal the Consultant shall disclose all of its Treasure Coast clients and related Scope of Work.

**SECTION XXIII
PROHIBITION AGAINST CONTINGENT FEES**

The Consultant warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Contract and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

**SECTION XXIV
ATTORNEY'S FEES**

If this matter is placed in the hands of an attorney for collection, or in the event suit or action is instituted by the City to enforce any of the terms or conditions of the Contract, Consultant shall pay to the City, in such suit or action in both trial court and appellate court, the City's costs, and reasonable attorney's fees for the anticipated cost of collection and judgment enforcement.

**SECTION XXV
CODE OF ETHICS**

Consultant warrants and represents that its employees will abide by any applicable provisions of the State of Florida Code of Ethics in Chapter 112.311 et seq., Florida Statutes, and Code of Ethics Ordinances in Section 9.14 of the City of Port St. Lucie Code.

**SECTION XXVI
POLICY OF NON-DISCRIMINATION**

Consultant shall not discriminate against any person in its operations, activities or delivery of services under this Contract. Consultant shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

**SECTION XXVII
SEVERABILITY**

The Parties to this Contract expressly agree that it is not their intention to violate any public policy, statutory or common law rules, regulations, or decisions of any governmental or regulatory body. If any provision of this Contract is judicially or administratively interpreted or construed as being in violation of any such policy, rule, regulation, or decision, the provision, sections, sentence, word, clause, or combination thereof causing such violation will be inoperative (and in lieu

thereof there will be inserted such provision, section, sentence, word, clause, or combination thereof as may be valid and consistent with the intent of the Parties under this Contract) and the remainder of this Contract, as amended, will remain binding upon the Parties, unless the inoperative provision would cause enforcement of the remainder of this Contract to be inequitable under the circumstances.

SECTION XXIII

ENTIRE AGREEMENT The written terms and provisions of this Contract shall supersede any and all prior verbal or written statements of any official or other representative of the City. Such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or Contract documents.

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

CITY OF PORT ST. LUCIE FLORIDA

CONSULTANT

By: [Signature]
Purchasing Agent

By: [Signature]
Authorized Representative

State of: Florida

County of: Martin

Before me personally appeared: J. Michael Adelberg
(Please print)

Please check one:

Personally known X
Produced Identification: _____
(Type of identification)

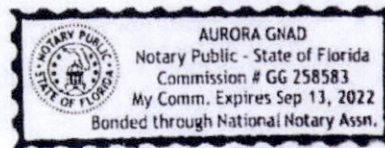
and known to me to be the person described in and who executed the foregoing instrument and acknowledged to and before me that he executed said instrument for the purposes therein expressed.
(s/he)

WITNESS my hand and official seal, this 9th day of July, 2019.

[Signature]
Notary Signature

Notary Public State of Florida at Large.

My Commission Expires 09/13/22.



(seal)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/08/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Batten Insurance Services, Inc. 10130 Northlake Blvd, Suite 212 West Palm Beach FL 33412		CONTACT NAME: Ann Marie Batten PHONE (A/C, No, Ext): 561-627-1806 E-MAIL ADDRESS: annmariebatten@allstate.com FAX (A/C, No): 5618288320	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Blackboard Insurance Company	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	
INSURED PSL Medical Provider, Inc. 2266 SW Best St. Fort Pierce FL 34984		NAIC #	


COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	x		BRABIA0A5709HIBP-07474-01	11/01/2018	11/01/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents and shall include Contract 20190044 On-Site Employee Medical Clinic is listed as additionally insured

CERTIFICATE HOLDER**CANCELLATION**

City of Port St. Lucie, a municipality of the State of Florida its officers, employees and agents and shall include Contract 20190044 On-Site Employee Medical Clinic 121 SW Port St. Lucie Blvd. Port St. Lucie, FL 34984	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/08/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Physicians Advocate 2335 E. Atlantic Boulevard, Suite 302 Pompano Beach, FL 33062	CONTACT NAME: Christopher Prestera PHONE (A/C, No, Ext): 954-366-6206 FAX (A/C, No): 954-366-6212 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : LANDMARK AMERICAN INSURANCE CO	
INSURED PSL MEDICAL PROVIDER, INC. 2266 BEST STREET PORT ST. LUCIE, FL 34984	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VYVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	MEDICAL PROFESSIONAL LIABILITY			LHM836551	01/01/2019	01/01/2020	\$2,000,000 EACH CLAIM \$2,000,000 AGGREGATE	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 CLAIMS MADE POLICY
 RETROACTIVE DATE: 01/01/2004

CERTIFICATE HOLDER

City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents.
 121 S Port Saint Lucie Blvd
 Port Saint Lucie, FL 34984

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/25/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Batten Insurance Services, Inc. 10130 Northlake Blvd, Suite 212 West Palm Beach FL 33412		CONTACT NAME: Ann Marie Batten PHONE (A/C, No, Ext): 561-627-1806 E-MAIL ADDRESS: annmariebatten@allstate.com FAX (A/C, No): 5618288320	
		INSURER(S) AFFORDING COVERAGE	
		NAIC #	
INSURED Treasure Coast Medical Holdings, LLC 3405 NW Federal Highway Jensen Beach FL 34957		INSURER A : INSURER B : Allstate Insurance Company INSURER C : INSURER D : INSURER E : INSURER F :	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			648824521	8/10/2018	8/10/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

The City of Port St Lucie 121 SW Port Saint Lucie Blvd., Port Saint Lucie, Fl 34984	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/26/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Batten Insurance Services, Inc. 10130 Northlake Blvd, Suite 212 West Palm Beach FL 33412		CONTACT NAME: Ann marie batten PHONE (A/C, No, Ext): 561-253-2067 E-MAIL ADDRESS: Annmariebatten@allstate.com FAX (A/C, No): 561-203-1809	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : Mt. Hawley Insurance Company	
		INSURER B :	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	
INSURED TREASURE COAST MEDICAL ASSOCIATES, INC 3405 NW Federal Highway Jensen Beach FL 34957		NAIC #	


COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	CYBER LIABILITY	A		TBA	07/26/2019	07/26/2020	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Medical Office

CERTIFICATE HOLDER**CANCELLATION**

CITY OF PORT ST LUCIE 121 SW PORT SAINT LUCIE BLVD. PORT SAIN TLUCIE, FL 34984	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/08/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Physicians Advocate 2335 E. Atlantic Boulevard, Suite 302 Pompano Beach, FL 33062	CONTACT NAME: Christopher Prestera PHONE (A/C, No, Ext): 954-366-6206 FAX (A/C, No): 954-366-6212 E-MAIL ADDRESS:														
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : LANDMARK AMERICAN INSURANCE CO</td> <td></td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : LANDMARK AMERICAN INSURANCE CO		INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : LANDMARK AMERICAN INSURANCE CO															
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
INSURED PSL MEDICAL PROVIDER, INC. 2266 BEST STREET PORT ST. LUCIE, FL 34984															

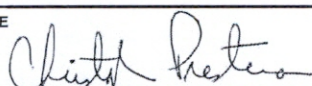
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<input type="checkbox"/> Y / <input checked="" type="checkbox"/> N / A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	MEDICAL PROFESSIONAL LIABILITY			LHM836551	01/01/2019	01/01/2020	\$2,000,000 EACH CLAIM \$2,000,000 AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
CLAIMS MADE POLICY
RETROACTIVE DATE: 01/01/2004

CERTIFICATE HOLDER **CANCELLATION**

City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents. 121 S Port Saint Lucie Blvd Port Saint Lucie, FL 34984	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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