



PURCHASING DIVISION
**PIGGYBACK PURCHASE
REQUEST FORM**

To ensure transparency and compliance Piggyback purchase requests must be approved in advance and accompanied by appropriate written documentation. This form, along with the required supporting materials, satisfies that requirement.

Purchases up to \$50,000 may be approved by the City Manager. Any purchase exceeding \$50,000 requires Commission approval.

Piggyback contracts are awarded for the full duration of the original agreement and are available for use by all City departments.

Date	10/06/2025
Department/Division	Finance
Requestor	Johnna Morris
Title	Finance Director
Phone	772-467-3073
Email	jmorris@cityoffortpierce.com

1. Contract Information

Awarding Agency	Fort Pierce Utilities Authority
Contract Title and number requesting to piggyback	Medical Services Agreement
Vendor Name	Fort Pierce Urgent Care
Address	3851 Virginia Avenue, Fort Pierce, FL 34981
Point of Contact & Title	Dr. Jerry Jacobson
Phone Number	772-882-4919
Contract Terms	Renews annually
Copy of the Contract and awarding agency documentation is attached	<input type="checkbox"/> Yes <input type="checkbox"/> No

2. Product/Service being requested (be specific):

Walk-in medical services for employees covered under the City's health insurance plan.

3. Detailed description of the product/service's function and purposes:

Medical services for employees who have health insurance under the City's plan, at no cost to the employee. The purpose is to reduce the City's claim experience by employees visiting the clinic for no major events. This will eliminate emergency room visits, which will reduce our premium increases.

4. Total cost of the requested product/service: \$ 160.00 per visit
5. Total estimated annual (fiscal year) cost of requested product/service: \$ Not to exceed \$175,000.00

Account number: 001-6000-513-000-0000-520-300

6. Is this product/service covered by a warranty? Yes No

If yes, please attach a copy of the warranty details.

7. Will grant funds be used to pay for the requested product/service? Yes No

If yes, please explain:

Medical services for employees who have health insurance under the City's plan, at no cost to the employees.

Note: by signing and returning this form you are verifying and acknowledging that you have reviewed all portions (scope, terms, conditions, pricing, etc.) of the requested contracts(s) and recommend its/their approval based on compliance with the City's procurement requirements and all applicable laws and regulations to the best of your knowledge.

Requestor Signature *Johnna S. Morris*

Date 10/6/2025

Department Head Signature *Johnna S. Morris*

Date 10/06/2025

The Purchasing Division has reviewed the request and has completed the required due diligence per the Purchasing Ordinances, Section 2-439(a)(5).

The Purchasing Division recommends the following as a piggyback:

PROCUREMENT APPROVAL

Purchasing Agent/Specialist

Name _____

Signature _____

Date _____

Purchasing Manager

Name _____

Signature *Jelencia Carter*

Date _____

MEDICAL SERVICES AGREEMENT

This **MEDICAL SERVICES AGREEMENT** (this "Agreement") is made between Fort Pierce Family Care, Inc. d/b/a Fort Pierce Urgent Care, a Florida for profit corporation (hereinafter "FPUC") and Fort Pierce Utilities Authority (hereinafter "FPUA").

Whereas, FPUC owns and operates a certain urgent care center under the name Fort Pierce Urgent Family Care (the "Facilities") at the location listed on Exhibit A;

Whereas, FPUA self-insures its employee health care plan and desires that FPUC provide certain identified health care services to its employees at the Facilities for a fixed rate per visit; and

Whereas the parties are desirous of entering into an agreement that memorializes their understanding as to this arrangement.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Scope of Services.

(a) FPUC shall provide to FPUA employees and family members who participate in the Health Plan all of the usual and customary health care services offered to the general public at its Facility to include only the specific health care treatment services and products outlined in this section (the "Services"). FPUA employees may schedule appointments for Monday through Friday or "walk in" and wait to be seen any day that the Facility is open. All Services and supplies to be provided shall be at the discretion of and are subject to the professional judgment of FPUC medical staff and shall include only those services listed in Exhibit B.

(b) FPUC will provide non-prescription and prescription medications on the Formulary set forth in Exhibit B. FPUC may add to the list of non-prescription and prescription drugs at any time without notice to FPUA. FPUC may delete items from the list of non-prescription and prescription drugs upon thirty (30) days written notice to FPUA. All non-prescription and prescription drugs shall be subject to availability. FPUC shall use best efforts to stock adequate supplies of non-prescription and prescription drugs. FPUC may substitute another generically equivalent drug for any prescription medications on the Formulary. If, in the professional medical judgment of FPUC medical staff, a determination is made that a drug that is not on the FPUC Formulary is medically appropriate for the patient's condition, the medical staff will provide the patient with a prescription to be dispensed by a pharmacy at the employee's choice and expense.

(c) FPUC will provide the Clinical Laboratory Improvement Amendments (CLIA) waived tests as set forth in Exhibit B. FPUC may add to the list of tests at any time without notice to FPUA. FPUC may delete items from the list of tests upon thirty (30) days written notice to FPUA. All tests shall be subject to availability. FPUC shall use best efforts to stock an adequate supply of tests.

(d) FPUC shall have each FPUA patient who receives care at a Facility sign an authorization allowing FPUC to submit the patient's name and date seen for payment purposes. FPUC shall each month provide to FPUA a report detailing the kinds and quantity of services provided.

2. Staffing and Licensing of Facility.

(a) FPUC will provide at the Facility the staff described in Exhibit C hereto. Staffing of the Facility shall be at FPUC's sole and complete discretion. All medical staff shall be properly licensed to practice their profession and in good standing with their professional licensing board. The medical staff of the Facility shall not practice under any licensing restriction, revocation, or suspension or have any felony convictions.

(b) The Facility will be open from 8:00 a.m. until 8:00 p.m. Monday – Friday and 9:00 a.m. until 5:00 p.m. Saturday and Sunday. The Facility will observe the following holidays:

- (1) New Year's Day
- (2) Easter Sunday
- (3) Memorial Day
- (4) July 4th
- (5) Labor Day
- (6) Thanksgiving
- (7) Christmas Day

(c) The on-site staff provided by FPUC will be licensed by the State of Florida to provide the health care services that they are licensed to provide.

(d) Each dispensing physician shall be registered as such with the Florida Board of Medicine. Prescription drugs shall be obtained from authorized sources.

(e) The Facility shall be licensed to provide the medical Services as required by law.

3. FPUC is not the Exclusive Provider. FPUA employees are free to obtain medical services from whomever they choose, but will be responsible for reimbursing these providers through health insurance or otherwise.

4. Identification of FPUA Employees and Payment.

(a) FPUA shall provide an identification card identifying the patient as an FPUA employee. FPUA shall cause to be surrendered such cards from any employees who are terminated from employment and are no longer qualified to receive FPUA provided care at the Facilities. FPUA shall be responsible for payment for persons who present FPUA identification.

(b) FPUA shall pay FPUC a flat per visit fee of one hundred-sixty (\$160.00) for each time that an employee utilizes the FPUC Facility. The \$160.00 fee includes prescription medications (90-day supply of maintenance medications).

However, if an FPUA employee has to make one additional visit to the Facility for follow up of a laceration repair or incision and drainage of an abscess without complications within ten (10) days of the initial visit, there will be no additional charge for the second visit. FPUC shall submit monthly invoices to the FPUA Third Party Administrator. If an invoice is not paid within thirty (30) days after the date the invoice is received, the amount owed FPUC will bear interest from the date the invoice is received at the maximum rate allowed by law. FPUC shall look solely to the FPUA Third Party Administrator for reimbursement and shall not bill or collect any amount from employees.

5. Warranty.

FPUC shall perform the services required of it under this Agreement with the standards of care, skill, and diligence consistent with (i) recognized and sound medical practices, procedures and techniques; (ii) all applicable laws and regulations; (iii) the specifications, documents, and procedures applicable to the services; and (iv) the degree of knowledge, skill, and judgment normally exercised by professional firms in the community wherein the Facility is located with respect to services of a similar nature.

6. Independent Contractor.

FPUC agrees to furnish services under this Agreement as an independent contractor and not as an agent or partner of FPUA. FPUA shall not retain control or direction over FPUC or its employees or the detail, manner, or methods of performance of the Services provided hereunder by FPUC or its employees.

7. Indemnity.

FPUC agrees to protect, defend, and hold FPUA harmless against any liabilities whatsoever, including court costs and attorney's fees related to any claim, pretrial, trial, or appellate proceeding, resulting from or in connection with the provision of Services under this Agreement by FPUC, its employees, or its subcontractors, if such liabilities are due to or caused by the willful act or negligence of FPUC.

8. Insurance.

FPUC will maintain and have in force at all times during the Initial Term and any Renewal Term (see Section 10) the types of insurance and with maximum coverage amounts described in Exhibit D.

9. Force Majeure.

Performance of this Agreement by each party hereto shall be pursued with due diligence in all requirements hereof. However, neither party shall be liable to the other for any loss or damage for delay or nonperformance due to causes not reasonably within its control. In the event of any delay resulting from such causes, the time for the performance affected and payment hereunder shall be extended for a period of time reasonably necessary to overcome the effect of such delays.

10. Term and Termination.

The initial term of this Agreement shall be for a period of one (1) year beginning on execution of this Medical Services Agreement (the "Commencement Date"), and ending on December 31, 2013 (the "Initial Term"). Either party may terminate this Agreement with or without cause upon providing sixty (60) days written notice of termination to the other party. This Agreement will automatically renew after the Initial Term for successive terms of one year each (each a "Renewal Term") unless written notice has been given by either party hereto no less than sixty (60) days before the expiration of the Initial Term or the applicable Renewal Term. Prior to the start of each renewal term, the parties shall review the fees set forth in Section 4(b) to negotiate in good faith any increase to the fees for that renewal term. FPUC may either choose to not renew the Agreement or accept the fees in effect at that time for the renewal term.

11. Documentation, Records and Reports.

(a) Incidental to the rendering of services under the terms and conditions of this Agreement, FPUC shall generate documentation, records, and reports which are necessary to the proper rendering of the Services described in Section 1(a). FPUC has the right to send copies of medical records to its corporate Medical Director for quality assurance purposes. FPUC will maintain normal confidentiality procedures in connection therewith.

(b) All medical information, both occupational and non-occupational, stored in FPUC computer files is the property of FPUC, and FPUC shall indemnify and hold harmless FPUA from any alleged breach of confidentiality which results from FPUC's ownership of the computerized medical files and/or unauthorized or illegal publication of information contained in such computerized medical files. Upon termination of this Agreement, FPUC agrees to make a reasonable effort to cooperate with FPUA to provide certain identified medical information that may be contained in FPUC's computer files that may be of use to FPUA relative to the operation of the Facilities and the provision of the Services. Such information may be provided via hard copy or electronic transfer, depending on the nature of the data and the technical requirements to produce electronic media.

(c) FPUA is not entitled to have access to the medical records, as defined by state law and protected health information, as defined by federal law and regulations, maintained by FPUC. FPUC will not provide FPUA with any confidential patient information other than the name and date of visit of the patient without a written authorization signed by the patient or a valid subpoena or court order. FPUC shall maintain all records as required by state and federal law.

12. Assignment. Neither party may assign this Agreement without the express written permission of the other.

13. Compliance with Laws. FPUC shall perform all of its duties hereunder in accordance with all applicable codes, laws, and municipal governmental agencies.

14. Events of Default and Rights and Remedies.

(a) The occurrence of any one or more of the following events shall constitute an Event of Default hereunder:



(1) Default in the payment of any sum becoming due under this Agreement, which default continues ten (10) business days after written notice thereof in accordance with Section 19 hereof.

(2) Default in the performance or observance of any of the non-monetary terms, agreements, covenants or conditions of this Agreement which default continues for thirty (30) days after written notice thereof in accordance with Section 19 hereof; provided that, if such default cannot reasonably be cured within thirty (30) days, no Event of Default shall be deemed to occur so long as the defaulting party has commenced and is diligently implementing a cure within the 30-day period and pursues such cure to a timely conclusion no later than one hundred and twenty (120) days from written notice thereof.

(b) If there is an Event of Default with respect to either party in accordance with this section, then, upon the election of the non-defaulting party, such non-defaulting party may suspend its performance under this Agreement, and may exercise any other rights or remedies it may have at law or in equity.

(c) In the event of litigation between the parties arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, including the costs of appeals, from the other party.

15. Law, Forum and Venue. This Agreement shall be governed by the laws of the State of Florida without regard to its conflicts of law provisions. The venue for all legal proceedings arising out of or relating to this Agreement shall lie exclusively in St. Lucie County, Florida to the exclusion of any other jurisdiction or venue, and each party consents to personal jurisdiction of the State of Florida with respect to all matters arising under or out of this Agreement and waives any defenses based on personal jurisdiction, venue, and inconvenient forum.

16. Complete Agreement. This Agreement, including its appendices, is intended as the complete and exclusive statement of the terms of agreement between the parties hereto. This Agreement shall not be amended or modified, and no waiver of any provision hereof shall be effective, unless set forth in a written instrument authorized and executed with the same formality as this Agreement.

17. Counterpart Execution. FPUC and FPUA may execute this Agreement in any number of separate counterparts, each of which, when executed and delivered by the parties hereto, shall have the force and effect of an original. All such counterparts shall be deemed to constitute one and the same instrument.



18. Conflicting Terms. In the event that the terms of this Agreement conflict with the terms of any form purchase order or invoice of FPUA or other FPUA form, the terms of this Agreement shall control. FPUA expressly waives any provision in any form purchase order or other form that purports to control over this Agreement.

19. Notice. All notices, demands, requests and other communications hereunder shall be in writing and shall be either: (a) personally delivered (including by means of recognized air courier services utilizing receipts), in which case they shall be effective when delivered (if delivered before 5:00 p.m. on the recipient's business day; if delivered after 5:00 p.m., they shall be effective the next business day); (b) sent by facsimile (so long as the original of such notice, demand, request or other communication is thereafter forwarded to the other party in the normal course of business) in which case they shall be effective when the sender has received facsimile transmission confirmation (if delivered before 5:00 p.m. on the recipient's business day; if delivered after 5:00 p.m. they shall be effective the next business day); or (c) sent by prepaid certified mail, return receipt requested, in which case they shall be effective upon actual receipt. The addresses and facsimile numbers of FPUA and FPUC are as follows (or as shall otherwise be specified by notice given in the manner provided above):

To: Fort Pierce Family Care, Inc.
3851 Virginia Avenue
Fort Pierce, FL 34981

Facsimile: 772-882-4893

Attention: Dr. Jerry Jacobson

=====
To: Fort Pierce Utilities Authority
Director of Utilities
206 S. 6th Street (34950)
P. O. Box 3191
Fort Pierce, FL 34948-3191

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals to this Agreement the day and year set forth below.

Signed, sealed, and delivered in the presence of:

FORT PIERCE FAMILY CARE, INC.

BY: [Signature] VP, FPFC, INC
Signature/Officer of Firm (Manual)

JERRY JACOB, VP, FPFC, INC
Name (Typed or Printed)

TITLE: VP, FPFC, INC

STATE OF: FLORIDA

COUNTY OF: ST. LUCIE

The foregoing instrument was acknowledged before me this 12TH day of DECEMBER 2012 by

JERRY JACOB VP, of FPFC, INC
Officer of Firm Title Name of Firm
a FLORIDA corporation, on behalf of the corporation.
State

He/She is personally known to me or has produced FLDLT 212436623770 as identification.

Linda Sue Terblanche
Notary Public



FORT PIERCE UTILITIES AUTHORITY

BY: [Signature]
Chairman

ATTEST: [Signature]
Secretary

(FPUA Seal)

DATE: 12/18/12

APPROVED AS TO FORM & CORRECTNESS:

BY: [Signature]
Fort Pierce Utilities Authority Attorney

D

EXHIBIT A

FACILITY LOCATION:

Fort Pierce Family Care d/b/a Fort Pierce Urgent Care
3851 Virginia Avenue
Fort Pierce, Florida 34981

Phone: (772) 882-4919

Fax: (772) 882-4893

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EXHIBIT B

I. SERVICES:

FPUC shall provide all of the services listed below:

- A) Regular primary care visits to FPUC physicians.
- B) Urgent Care visits (includes services usually and customarily provided at Facilities) including:
 - X-Rays
 - Visual Acuity
 - Audiometry
 - Nebulizer Treatments up to Two (2) in a Visit
 - IV Hydration of Less Than One (1) Hour Duration
 - Selected IV/IM Medication
 - Simple Laceration Repairs
 - Initial Fracture Treatment
 - Simple Abscess Treatment
 - Trigger Point Injections
 - Simple Foreign Body Removal of Eye or Skin
 - Simple Lesion Removal
 - Simple Burn Treatment
- C) Occupational medicine visits such as pre-employment.
- D) Annual Health Risk Assessment/Wellness Exam to include:
 - Complete physical examination
 - CBC, CMP, and Lipids.
 - PSA if Male Age Over 40.
 - Thyroid Function if Clinically Indicated.
 - EKG
 - CXR
- E) CLIA Waived Tests:
 - Lab Work
 - Strep Screen
 - Mono Spot
 - Urinalysis
 - Urine Pregnancy
 - Blood Glucose Level
 - Stool Hemocult
- F) Prescription medications shall include those generic drugs listed on the Formulary below. The drugs, quantities and strength shall be based on the professional judgment of the dispensing health care practitioner. FPUC, in the professional judgment of the dispensing health



care practitioner, may dispense up to a three (3) month supply of maintenance medications as listed below to FPUA patients seen at the Facilities. An additional patient visit is required for refills.

II. Formulary:

ANTIBIOTICS

Amoxicillin 250mg/5ml Susp 150ml
Amoxicillin 500mg Capsules #30
Augmentin 500mg Tablets #30
Azithromycin 200mg/5ml Susp 30ml
Azithromycin 250mg Tablets #6
Cephalexin 500mg Capsules #40
Clindamycin HCL 300 mg Capsules #40
Diphenhydramine HCL 50mg Capsules #30
Doxycycline 100mg Tablets #20
Pen VK Tablets 500 mg #30
Sulfameth/Trimeth DS 800/160mg Tablets #20

ANTI-DIABETIC

Glipizide 10mg Tablets #90
Glipizide 5mg Tablets #90
Metformin 1000mg Tablets #90

ANTI-HYPERTENSIVE

Amlodipine 5mg Tablets #90
Amlodipine 10mg Tablets #90
Atenolol 50mg Tablets #90
Clonidine 0.2mg Tablets #90
Clonidine 0.3 mg Tablets #90
Hydrochlorothiazide 25mg Tablets #90
Lisinopril 20mg Tablets #90
Lisinopril 40mg Tablets #90
Lisinopril/HCTZ 20 mg/12.5 mg #90
Metoprolol Tartrate 25mg Tablets #90
Metoprolol Tartrate 50mg Tablets #90
Terazosin 2mg Capsules #90
Terazosin 5mg Capsules #90
Triamterene/HCTZ 37.5/25 Tablets #90

COUGH

Benzonatate 100mg Capsules #20
Phenergan DM Syrup 4oz

ENT

Antipyrine/Benzocaine Otic Solution 15ml
Neo/Poly/B HC Otic Susp 10ml
Neo/Poly/Dex Opth Susp 5 ml
Tobramycin 0.3% Opth Sol 5ml
Trimethoprim Polymyxin B/Sulf Opth Sol 10ml



GASTROINTESTINAL

Dicyclomine 10mg Capsules #40
Omeprazole 20mg DR Capsules #30
Ranitidine HCL 150mg Tablets #30

MENTAL HEALTH

Citalopram 20mg Tablets #90
Fluoxetine 10mg Capsules #90
Paroxetine 20mg Tablets #90

MISCELLANEOUS

Fluconazole 150mg Tablets #1
Phenazopyridine 200mg Tablets #6

PAIN AND INFLAMMATION

Ibuprofen 600 mg Tablets #40
Indocin 50 mg #21
Meloxicam 15mg Tablets #30
Naproxen 375 mg Tablets #40
Orphenadrine Citrate 100mg ER Tablets #30
Oxaprozin 600mg Tablets #30
Prednisone 20 mg #10
Tramadol HCL 50mg Tablets #20

RESPIRATORY

Albuterol Sulf 0.83mg/ml Solution 3ml #25
Fluticasone 50mcg Spray 16 gm #1
Ipratropium Inh 0.02% 2.5ml Solution #25

SKIN CONDITIONS

Betamethasone Val 0.1% Ointment 45gm
HC Cream 2.5% 45gm
Silver Sulfadiazine 1% Cream 50gm
Triamcinolone Acet 0.1% Cream 15gm

THYROID CONDITIONS

Levothyroxine 50mcg Tablets #90
Levothyroxine 75mcg Tablets #90
Levothyroxine 100mcg Tablets #90
Levothyroxine 150mcg Tablets #90

VIRUSES

Acyclovir 200mg Capsules #30



III. EQUIPMENT, SUPPLIES AND CLINIC MANAGEMENT:

FPUC will supply the following equipment:

- Audio Testing and Calibration Equipment (compatible with OHM software)
- Electronic Defibrillator
- Oscopes and Ophthalmoscopes
- Stethoscopes
- Blood Pressure Cuffs
- Oxygen Tanks and Regulators
- Portable Oxygen
- Spirometry Equipment and Printer
- Electronic Thermometer
- Wood's Lamp
- Examination Tables
- IV Stands
- Mayo Stands
- Magnifying Loop
- Breath Alcohol Testing Device
- Scale
- Nebulizer

FPUC will provide:

- Medical supplies as determined by FPUC
- Medical waste disposal
- Laboratory Services to include listed tests only



EXHIBIT C

PERSONNEL STAFFING:

Normal Staffing: One (1) Physician and/or either one (1) Physician Assistant or Nurse Practitioner Monday – Friday 8:00 a.m. – 8:00 p.m.; Saturday – Sunday 9:00 a.m. – 5:00 p.m. FPUC shall have such other staff as it deems necessary.

Holiday Staffing: None



EXHIBIT D

COVERAGE OF INSURANCE:

- Commercial General Liability insurance of at least One Million and No/00 Dollars (\$1,000,000.00) per occurrence/aggregate bodily injury and property damage. FPUA, and its members, officials, officers and employees will be named as an additional insured. The policy must be endorsed to provide FPUA with thirty (30) days written notice of cancellation.
- Every physician practicing at FPUC shall provide evidence of Professional Liability insurance (malpractice) coverage of at least One Hundred Thousand and No/00 Dollars (\$100,000.00) per incident with an aggregate limit of Three Hundred Thousand and No/00 Dollars (\$300,000.00). The policy must be endorsed to provide FPUA with thirty (30) days written notice of cancellation. Alternatively, in lieu of providing Professional Liability insurance, each physician may provide evidence of meeting Florida Statutory financial responsibility requirements.
- Workers' compensation insurance coverage for FPUC employees will be provided by FPUC. The policy must be endorsed to provide FPUA with thirty (30) days written notice of cancellation. The minimum amount of coverage for "Part One" shall be statutory limits. The minimum amount of coverage for "Part Two," Employer's Liability, shall be:

\$100,000 each accident
\$500,000 disease – policy limit
\$100,000 disease – each employee

The insurance provided by FPUC pursuant to this Agreement shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by FPUA or FPUA's member, official, officer or employee.

Compliance with these insurance requirements shall not limit the liability of FPUC. Any remedy provided to FPUA by the insurance provided by FPUC shall be in addition to and not in lieu of any other remedy (including to, as an indemnitee of FPUC) available to FPUA under this Agreement or otherwise.

