

SCHOOL BOARD OF BREVARD COUNTY, FLORIDA

BOARD AGENDA ITEM – June 16, 2020

PROCUREMENT SOLICITATION

PB# 16-PB-005-CW: Drug & Alcohol Testing Services

Bid Assignment

<input type="checkbox"/> (ITB) Invitation To Bid	<input type="checkbox"/> (ITN) Invitation To Negotiate	<input checked="" type="checkbox"/> (PB) Piggyback
<input type="checkbox"/> (RFP) Request For Proposal	<input type="checkbox"/> (RFQ) Request For Qualifications	<input type="checkbox"/> (SC) State Contract
<input type="checkbox"/> (SS) Sole Source		

REQUESTOR: Transportation Services

Legal Review Required: **Yes** **No**

Standard Template Used with No Changes: **Yes** **No**

Standard Template Type: Bid Assignment Agreement

VENDOR NAME	AMOUNT AWARDED	REQUIRED PRODUCTS/SERVICES
From: Health First Medical Group - Occupational Medicine	N/A	Drug & Alcohol Testing Services
To: Urgent Care Centers of Brevard, LLC d/b/a Health First Advent Health Centra Care		
Total	N/A	

<input checked="" type="checkbox"/> Contract Assignment	New Contract Amount	N/A
<input type="checkbox"/> Recurring Contract	Previous Contract Amount	N/A
<input type="checkbox"/> New Contract	Variance	N/A

PRICE INCREASE / DECREASE EXPLANATION: N/A

DISCUSSION:

Effective March 25th, 2020, Health First Medical Group Occupational Medicine and Urgent Care Centers of Brevard, LLC d/b/a Health First Advent Health Centra Care formed a partnership where Urgent Care Centers of Brevard, LLC d/b/a Health First Advent Health Centra Care would take over all occupational medicine services. Pending Board approval, the above mentioned PB that was awarded to Health First Medical Group Occupational Medicine will be assigned to Urgent Care Centers of Brevard, LLC d/b/a Health First Advent Health Centra Care at the same pricing, terms and conditions.

The standard Bid Assignment template has been used, with changes Approved by Legal Services on May 6, 2020.

CONTRACT TERM:

The bid assignment shall become effective June 17, 2020.

RECOMMENDATION:

It is the recommendation of Dr. Beth Thedy, Deputy Superintendent/Chief Human Resources Officer and Dr. Karyle Green, Director of Labor Relations to approve the attached bid assignment with Health First Medical Group Occupational Medicine and Urgent Care Centers of Brevard, LLC d/b/a Health First Advent Health Centra Care.

AUTHORITY FOR ACTION:

Florida Administrative Code 6A-1.012

**PROCUREMENT & DISTRIBUTION SERVICES
2700 JUDGE FRAN JAMIESON WAY
VIERA, FL 32940-6601**



ASSIGNMENT AGREEMENT

By and Between

The School Board of Brevard County, Florida

And

Health First Corporation Partners
Attn: Occupational Medicine

And

Urgent Care Centers of Brevard County, LLC
d/b/a Health First Advent Health Centra Care

THIS ASSIGNMENT AGREEMENT ("Assignment") is made by and between Health First Corporation Partners having its principal office located at 1223 Gateway Drive, Melbourne, FL 32901 (hereinafter referred to as the "Assignor") and Urgent Care Centers of Brevard County, LLC d/b/a Health First Advent Health Centra Care, having its principal office located at PO Box 865880 Orlando, FL 32886 (hereinafter referred to as the "Assignee") and duly accepted by The School Board of Brevard County, Florida, a political subdivision of the State of Florida, with its principal office located at 2700 Judge Fran Jamieson Way, Viera, Florida 32940 (hereinafter referred to as the "SBBC") as evidenced by the signatures affixed below.

WHEREAS, the Assignor entered into an Agreement with SBBC on the 21st of July, 2015, with said services competitively solicited under 16-PB-005-CW;

WHEREAS, said Agreement was modified on the 25th day of March, 2020;

WHEREAS, the Agreement has an expiration date of 30th of June, 2020, and may be extended as permitted therein;

WHEREAS, the Assignor desires to assign all of its rights and obligations under said Agreement and any subsequent modifications (collectively hereinafter "Agreement", a copy of which is incorporated herein) to the Assignee; and

WHEREAS, pursuant to the provisions contained in the Agreement, an assignment of same requires the approval by SBBC.

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The Assignor does hereby delegate all its obligations, responsibilities, and duties and does hereby grant, pledge, assign, and transfer any and all of its rights, title, and interest in and to the above referenced Agreement to the Assignee.
2. The Assignee hereby accepts the assignment of all the Assignor's obligations, responsibilities, and duties as well as all of Assignor's rights, title, and interest in and to the Agreement.
3. The Assignor agrees to remain solely liable for all work performed on behalf of SBBC on or prior to March 29, 2020.
4. In addition to the foregoing, the Assignor agrees to defend and indemnify SBBC from any and all claims, actions, judgments, liabilities, proceedings, and costs, including reasonable attorneys' fees and other costs of defense and damages, resulting from the Assignor's performance prior to the assignment of the Agreement and resulting from the Assignee's performance after the assignment of the Agreement, provided however, that after the assignment of the Agreement SBBC shall first look to the Assignee to satisfy all claims, actions, judgments, liabilities, proceedings, and costs, including reasonable attorneys' fees and other costs of defense and damages resulting from the Assignee's performance.
5. The Assignee agrees to indemnify SBBC from any and all claims, actions, judgments, liabilities, proceedings and costs, including reasonable attorneys' fees and other costs of defense and damages, resulting from the Assignee's performance after the assignment of the Agreement.
6. SBBC, in executing its consent to this Assignment, does not release the Assignor from any claims or remedies it may have against the Assignor under the Agreement.
7. It is declared to be the intent of the parties hereto that if any section, sentence, clause, phrase, or portion of this Assignment is for any reason held invalid or unconstitutional, by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions hereof.
8. This Assignment shall be governed by the laws of the State of Florida, both procedural and substantive, along with any applicable Federal statutes, rules, and/or regulations. The venue for any and all litigation arising under this Assignment shall lie in Brevard County, Florida.
9. The Assignor and the Assignee hereby represent that they have not entered into any other agreements which would, in any way, conflict with the terms and conditions hereof or their ability to fully comply with any of the requirements set forth herein.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, this Assignment is hereby made effective this 16th day of June, 2020.

Health First Corporation Partners
ASSIGNOR

By: 

Print: Michael Mallowney

Title: COO, AFMG

Urgent Care Centers of Brevard, LLC
d/b/a Health First Advent Health Centra Care
ASSIGNEE

By: 

Print: Robert Paswaters

Title: President

THIS ASSIGNMENT is hereby accepted by The School Board of Brevard County, Florida, this 16th, day of June, 2020.

THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA

By: _____
Misty Belford, Chairperson