



January 27, 2026

## PROPOSAL FOR MEDICAL EQUIPMENT PLANNING SERVICES

**Presented To:** Lewis Fishman

**For:** Lower Florida Keys Hospital District

**Submitted By:**

Scott Vinson, Executive Vice President, Medical Equipment Planning  
ADAMS Management Services Corp.  
940.299.4114  
svinson@adamspmc.com

Since our founding in 1986, ADAMS has been dedicated exclusively to the healthcare industry. Our proven results on complex healthcare projects across the U.S. and beyond have established ADAMS as a trusted partner. We are proud to report that **90% of our volume comes from repeat customers and client referrals.**

The ADAMS team is highly trained in Medical Equipment Planning, Logistics, and Installation. With over 550 projects completed and more than 175 years of combined experience, we are excited to bring our experience on this project.

Please review the following information regarding our scope of services, deliverables, and terms and conditions. To accept the agreement, please initial each page, sign the last page, and return to ADAMS.

***Thank you so much for this opportunity!***

Scott Vinson



## ADAMS Management Services Corporation

### Attachment A – Scope of Services

Lewis Fishman

*January 27, 2026*

#### OUR UNDERSTANDING OF THE ENGAGEMENT

Lower Florida Keys Hospital District has a need to have an existing medical equipment assessment completed. The facility is approximately 95,000 sq. ft. The status of the current medical equipment list is unknown at this time.

#### SCOPE OF SERVICES

Provided below is a detailed list of specific services provided and activities that will be managed by ADAMS.

##### Medical Equipment Assessment

ADAMS equipment specialist will survey the existing facility. The focus will be on major moveable and fixed equipment. The term major moveable does vary by department. For example, a stretcher might be considered major moveable in an ED. Equipment will be assessed based on age, condition, technology level as well as upgradeability.

Our team will prepare a report that is listed by department, room, and item. A condition code will be assigned to each piece of equipment. In addition to the condition code, a narrative will be provided.

We estimate that the assessment will take 3 days to complete and the report will be completed 3 weeks after the assessment.

#### TERM OF ENGAGEMENT

The Term of Engagement noted below is based upon a 2 month project duration. Should the project extend beyond the anticipated completion date, ADAMS will develop an addendum to this agreement and will adjust our fee accordingly.



ADAMS Management Services Corporation

## **Attachment B – Terms and Conditions of Engagement**

Lewis Fishman

*January 27, 2026*

ADAMS Management Services Corporation, hereinafter referred to as “Consultant”, and Lewis Fishman, hereinafter referred to as “Client”, agree to the following terms and conditions:

The Consultant shall provide the Client, in accordance with the following Terms and Conditions, the services and/or deliverables as defined in the accompanying Attachment A. In the event the Client requests services and/or deliverables in addition to, or in exception of, those described in the Attachment A, or should the assignment be materially altered, or should the Client require the Consultant to accelerate performance of services and/or deliverables, such changes shall be reduced to writing and signed or acknowledged by the parties and compensation shall be adjusted and negotiated prior to the rendering of such services and/or deliverables.

It is understood and mutually agreed that this is a personal service contract terminable at the will of either the Consultant or the Client, with or without cause upon not less than ninety (90) days prior written notice to the other party. Consultant and Client covenant and agree that they shall not assert any claim or bring any lawsuit against one another on the basis of wrongful termination and mutually agree that neither party shall sustain damages in the event either exercises its absolute right to termination in accordance herewith. In the event of termination of the Consultant by the Client, Client agrees to pay all fees for services and/or deliverables rendered through the effective date of such termination.

Client shall indemnify and defend Consultant from any claims, damages, losses, and expenses, including, but not limited to attorneys’ fees, arising from Consultant’s performance of the services requested by Client as described in the Attachment A of this Agreement, other than any claim resulting from Consultant’s alleged breach of this Agreement, or the gross negligence or willful misconduct of Consultant. Consultant shall indemnify and defend Client from any claims, damages, losses, and expenses, including but not limited to attorneys’ fees, arising from Consultant’s breach of this Agreement by Consultant or the gross negligence or willful misconduct of Consultant. In no event shall either party be liable for indirect, special or consequential damages.

The Consultant agrees that any items or information made available to it by Client pursuant to the assignment described in the Attachment A that are not otherwise available to members of the industry and the public, will be used solely for purposes of the performance of this Agreement by the Consultant. Other than as necessary in the performance of its duties hereunder, the Consultant agrees to retain, to the extent practicable, such information in confidence and not knowingly disclose such information to any third party without the prior written consent of the Client or unless otherwise required by governing law. Consultant is not responsible for the actions of any third party to whom Consultant may disclose such information in accordance herewith.

Except for reference and coordination purposes in connection with the performance of the services hereunder, documents, products, and other related material prepared by the Consultant

CLIENT INITIALS \_\_\_\_\_



as instruments of service are and shall be the property of the Client. All project files, work product, information, correspondence or documents maintained by Consultant or Client in connection with the project ("Project Materials") shall be retained by such party for three (3) years after the expiration or the termination of this Agreement. If Project Materials are maintained electronically by Client, Client will provide Consultant with reasonable access thereto as reasonably requested by Consultant. Such material prepared by the Consultant and information acquired by the Client regarding Consultant's means and methods, strategies, data etc., shall not be disclosed to any third parties or used by the Client for any other purpose than described in the Attachment A of this Agreement. Neither party shall be held accountable for "know how" gleaned as a result of this engagement unless willfully sharing the proprietary information of the other party with others. Submission or distribution of information otherwise considered confidential or proprietary by the Client in the course of conducting the assignment on behalf of the Client to meet official governing regulatory requirements shall not be considered publication in derogation of the Client's rights.

The Consultant is granted a limited license to use and reproduce applicable portions of the work documents, products and other information prepared by the Consultant appropriate to and for the use and execution of the services as described in the Attachment A. All copies made under this license shall bear the statutory copyright notice, if any, shown on the documents, information, products and/or other material prepared by the Consultant. Consultant shall be permitted to use drawings, photographs and other representations of facilities to be constructed, reconstructed or developed relating to the assignment as described in the Attachment A for marketing purposes only.

It is understood and agreed that the Consultant is acting as an independent contractor in the services and work described hereunder, and nothing herein shall be deemed to create an agency or employment relationship between the Client and Consultant. It is further understood that the Consultant is not an expert in legal matters and opinions. Advice or representations related to legal issues made by the Consultant are based solely upon the Consultant's knowledge and previous experience in the design and construction industry, and upon specific documents provided to the Consultant by the Client in connection with the work described in Attachment A, and cannot be considered in any manner as legal advice.

Consultant will not perform, will not be responsible for performing, and will have no liability for those services or duties of construction managers, design professionals, contractors, subcontractors, suppliers, material men or others in connection with the project(s), facilities, or future facilities relevant to the work described in the Attachment A in connection with this engagement, including without limitation, inspections of the design, materials, products and /or construction referred to, resident engineer responsibilities, or any other duties or obligations, express or implied, performed or undertaken by those parties. All costs and expenses of the project shall be the responsibility of Client. All contracts entered into for the project shall be in Client's name and shall impose no liability on Consultant. Consultant shall not be obligated to incur any costs or liabilities (other than as necessary to provide its services under this Agreement) or advance any funds in connection with the project.

Any provisions required by applicable valid federal, state or local law, ordinance, rule or regulation to be included in an agreement of this type shall be deemed to be incorporated herein.

CLIENT INITIALS \_\_\_\_\_



This Agreement shall be governed by Texas law without regard to the conflicts of law and principles contained herein. In the event any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, such invalid or unenforceable provision shall in no way effect the validity or enforceability of the remaining provision or portions or applications thereof.

Each of Client and Consultant agrees to not raid or solicit the employment of (or hire upon such improper solicitation) any employee of the other party for the purpose of causing such employee to take employment with such person, or an affiliate of such person or any competitor of the other party until such employee or former employee has ceased to be employed by the Client or Consultant, as the case may be, for a period of twelve (12) months.

Notwithstanding any other term or condition contained herein, in the event Consultant is required to respond to a subpoena, deposition, discovery, or any court ordered mandate(s) or to make an appearance before any court, arbitrator, or other authority in relation to any legal matter arising from or concerning the project or program described herein, Client agrees to compensate Consultant for Consultant's time and effort related thereto at its current personnel fee schedule, and to pay or reimburse Consultant for all expenses incurred by Consultant in connection therewith, including without limitation, travel costs and attorneys' fees and expenses.

This proposal and all conditions, details and elements therein shall be valid for forty-five (45) calendar days from the date of the transmittal letter. Requested changes to the scope or any elements of the original proposal do not extend the expiration date. Extension of the expiration date will be considered if requested within the original term of this engagement.



**Fees for Equipment Assessment Services**

**\$20,000**

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Expenses \$3,000

Progress payments for medical equipment planning, procurement, installation and logistics services shall be billed monthly based on percent completion. The first invoice will be issued TBD. Subsequent invoices will be issued on the 25th of the month. All invoices will be submitted electronically to:

Lew Fishman <lwfpa@aol.com>

In addition to the fees indicated above, all qualified reimbursable expenses, such as travel, meals, cell phone and telephone charges, project-specific software as required, facsimile, postage, courier, photocopy, publishing and other reproduction costs incurred by Consultant in direct relation to the assignment as described in the Attachment A will be billed at actual cost.

Reimbursable expenses will be billed separately on 30-day cycles beginning TBD. All invoices will be due and payable on a net 30-day basis. All reimbursable expense invoices will be submitted electronically to:

Lew Fishman <lwfpa@aol.com>

Checks should be made payable to:

**ADAMS Management Services Corporation  
TAX ID #: 20-2074083**

All payments should be remitted to:

**ADAMS Management Services Corporation  
336 Broad Street, Suite 300  
Rome, GA 30161**

All notices required under this Agreement shall be deemed to have been received by the addressee if delivered to an officer of the party for whom they are intended or if sent by certified mail, return receipt requested, by telecopy (with confirmation copy by one of the other methods of delivery specified herein), by hand, or by overnight courier, addressed as follows:

If to Client: Lew Fishman <lwfpa@aol.com>

CLIENT INITIALS \_\_\_\_\_



If to Consultant: ADAMS Management Services Corporation  
336 Broad Street, Suite 300  
Rome, Georgia 30161  
Attn: Contracts

Either party may change its address for notices hereunder, or the identity of its designated representatives, by written notice given to the other party in accordance with the provisions hereof.



We have attached the terms of our agreement for your review and approval. Attachment A to this letter outlines our scope of services, while Attachment B contains the terms and conditions of the agreement. Please sign below and initial each page of the agreement to indicate your acceptance on behalf of Lewis Fishman , and then return a set to ADAMS.

We appreciate the confidence this demonstrates in our firm and look forward to serving Lewis Fishman

Respectfully yours,  
**ADAMS Management Services Corporation**

A handwritten signature in black ink, appearing to read "Scott Vinson".

Scott Vinson, Sr. Vice President

1/27/2026

Accepted by:  
**Lewis Fishman**

Lewis Fishman, Corporate Counsel

Date