

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: August 14, 2018 [X] Consent [] Regular
[] Ordinance [] Public Hearing

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

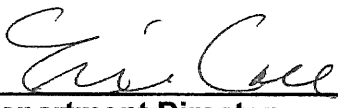
I. EXECUTIVE BRIEF


Motion and Title: Staff recommends motion to receive and file: an original executed Professional Services Agreement with Elite Medical Specialists, LLC, to provide medical director services for the Parks and Recreation Department's Ocean Rescue Section from June 1, 2018, to May 31, 2021, in a total contract amount not to exceed \$45,000.

Summary: Pursuant to Florida Statute 401.265 and Chapter 64J-1 of the Florida Administrative Code a basic life support transportation service or advanced life support service, is required to employ or contract with a medical doctor duly authorized and licensed to practice medicine in the State of Florida and qualified to be the Medical Director of a basic life support and advanced life support provider. The Medical Director is directly responsible for the medical performance of all Emergency Medical Technicians (EMTs) and Emergency Medical Responders (EMRs) operating for the Parks and Recreation Department. Prior to executing this agreement, the Parks and Recreation Department initiated a Memorandum of Understanding (MOU) with the Fire Rescue Department to utilize their Medical Director to oversee Lifeguard EMT performance and to ensure we were compliant with Chapter 64J-1. Because of the difference in duties and responsibilities between Ocean Rescue personnel and those of a Firefighter, the Medical Director determined a separate agreement specific to Ocean Rescue Lifeguards is required. The term of this agreement is from June 1, 2018, to May 31, 2021, with two (2) optional one (1) year periods of renewal. In accordance with County PPM CW-O-051, all delegated contracts/agreements/grants must be submitted by the initiating Department as a Receive and File Agenda Item. This Professional Services Agreement has been fully executed on behalf of the Board of County Commissioners (Board) by the Director of Purchasing in accordance with section 2.53(e) of the Purchasing Code, and is now being submitted to the Board to receive and file. Countywide (AH)

Background and Justification: The Medical Director is directly involved in the development, implementation, and supervision of the protocol training, delivery, and quality control of the Department's approximately 78 Emergency Medical Technicians (EMTs) and Emergency Medical Responders (EMRs). The Agreement attached has been executed on behalf of the Board by the Director of Purchasing in accordance with the authority delegated by the Board, and is now being submitted to the Board to receive and file.

Attachment: Professional Service Agreement with Elite Medical Specialist, LLC

Recommended by:  7-20-18
Department Director Date

Approved by:  8/10/18
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2018	2019	2020	2021	2022
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>5,000</u>	<u>15,000</u>	<u>15,000</u>	<u>10,000</u>	<u>-0-</u>
External Revenues	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT	<u>5,000</u>	<u>15,000</u>	<u>15,000</u>	<u>10,000</u>	<u>-0-</u>
# ADDITIONAL FTE	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
POSITIONS (Cumulative)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Is Item Included in Current Budget?		Yes	<u>X</u>	No	
Does this item include the use of federal funds?		Yes		No	<u>X</u>

Budget Account No.: Fund 0001 Department 580 Unit 5237-01
Object 3401 Revenue Source N/A Program N/A

B. Recommended Sources of Funds/Summary of Fiscal Impact:

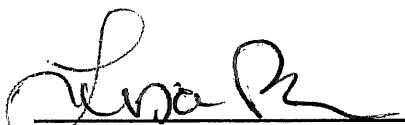
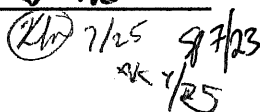
Source of Funds is 0001-580-5237-01-3401. The financial impact will be monthly expenditures of \$1,250, for a total agreement amount of \$45,000 for agreement period June 1, 2018 to May 31, 2021.

C. Departmental Fiscal Review:



III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

 7/6/18
OFMB 

 8/8/18
Contract Development & Control 

B. Legal Sufficiency:

 8/9/18
Assistant County Attorney

C. Other Departmental Review:

Department Director

This summary is not to be used as a basis for payment

PROFESSIONAL SERVICE AGREEMENT BETWEEN PALM BEACH COUNTY
AND ELITE MEDICAL SPECIALISTS, LLC, . FOR PARKS AND RECREATION
DEPARTMENT/AQUATICS DIVISION CONTRACTOR SERVICES

This Agreement is made as of the 30 day of May 2018, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the County, and Elite Medical Specialists, LLC (Federal ID #65-0931848), hereinafter referred to as the Contractor.

WHEREAS, Florida Statute 401.265 requires that each basic life support transportation service or advanced life support service must employ or contract with a "Contractor"; and

WHEREAS, the aforementioned statute and Chapter 64J-1 of the Florida Administrative Code set out certain criteria and requirements for said Contractor; and

WHEREAS, the Contractor provides medical doctors duly authorized and licensed to practice medicine in the State of Florida and qualified to be the Medical Director of a basic life support and advanced life support provider; and

WHEREAS, the parties are desirous of entering into this Agreement so that the Medical Director may provide a Contractor for the County's PARKS AND RECREATION DEPARTMENT/AQUATICS DIVISION.

NOW, THEREFORE, in consideration of the promises, mutual covenants, conditions, provisions, and undertakings herein contained, and for other good and valuable consideration, the parties do mutually covenant and agree with each other as follows:

ARTICLE 1- SERVICES

The Contractor's responsibility under this Agreement is to provide professional services as Medical Director for Palm Beach County Parks and Recreation Department Aquatics Division/Ocean Rescue Section, hereinafter referred to as the Department, in accordance with, the Scope of Work and specifications detailed in Article 3.

ARTICLE 2 - APPOINTMENT AND REPLACEMENT OF CONTRACTOR

The Contractor shall provide a licensed medical physician acceptable to the County to perform as Medical Director. The County's Aquatics Director, Laurie Schobelock, shall have the right to review and approve the qualifications of any physician appointed to serve as Medical Director and/or assistant/back-up Medical Director. The County shall notify Contractor of any behavioral or performance issues attendant to the appointed Medical Director. The Contractor shall replace the Medical Director upon receipt of a written request from the County within 30 days.

Replacement of the Medical Director shall be within the County's sole discretion based on (a) material failure to perform the obligations and duties required of Contractor hereunder; (b) violation by the appointed Medical Director of any laws, rules or regulations of County or other applicable governing body other than minor traffic infractions; or (c) gross negligence or willful misconduct. Notwithstanding the foregoing, Contractor agrees that any appointed Medical Director shall maintain a consistently high skill level at all times during the term of this Agreement.

The County and Contractor hereby agree to the appointment of, Steven Keehn, DO, as the County's Medical Director for PARKS AND RECREATION DEPARTMENT/AQUATICS DIVISION/OCEAN RESCUE SECTION, and to perform the services and duties outlined in the Agreement between County and Contractor.

In consideration of the mutual promises contained herein, the County and the Contractor agree as follows:

ARTICLE 3 - SCHEDULE

The Contractor shall commence services on June 1, 2018 and complete all services by May 31, 2021. This Agreement may be renewed on the same terms and conditions set forth herein for two (2) additional one (1) year periods by written agreement of the parties.

ARTICLE 4 - SCOPE OF WORK

The Contractor shall provide comprehensive Medical Director Services for the Parks and Recreation Department/Aquatics Division/Ocean Rescue Section (Department), including Basic Life Support (BLS) as outlined below. The following shall outline responsibilities of the Contractor. This does not limit duties to the following requirements, which may be subject to revision/addition/deletion upon written agreement by both parties.

- A. The Contractor shall perform all services required of a Medical Director, and assume all legal duties and responsibilities of a Medical Director, as provided for in Section 401.265, Florida Statutes, Chapter 64J-1 F.A.C., and any other applicable laws, regulations and rules of any governmental agency implementing said chapter; and any other duties upon written notice from the Florida Department of Health that such additional duties are required of the Contractor, all as may be amended from time to time. The Contractor shall provide all labor, materials, supplies and equipment necessary to provide the required services.
- B. Supervise and assume direct responsibility for the medical performance of all Emergency Medical Technicians (EMTs) and Emergency Medical Responders (EMRs) operating for the Department.
- C. The Contractor shall be knowledgeable of the standards as set by the United States Lifesaving Association (USLA).
- D. Develop, review and authorize BLS protocols which allow personnel to properly manage medical emergencies. Such protocols shall be specific in nature and shall provide for managing immediately life-threatening medical emergencies at the BLS level.
- E. At the County's request, the Contractor shall develop, assist in the development and review any other protocols, policies and procedures as they relate to Department personnel and the delivery of Emergency Medical Services.

- F. As a part of the Continuous Quality Improvement program, the Contractor shall assist the Department in obtaining outcome information from local hospitals.
- G. The Contractor shall review and approve EMT continuing medical education credit provided by the Department at the request of one of the two Ocean Rescue District Supervisors or designee.
- H. The Contractor shall assist the Department in ensuring that appropriate training is provided following any changes in the Emergency Medical System (EMS) Protocols or medical equipment implementation of usage.
- I. The Contractor shall review and provide written affirmation of recertification training of the Department EMT personnel.
- J. The Contractor shall prescribe equipment and medication as needed for the Department to provide emergency medical treatment.
- K. The Contractor shall attend an annual meeting with Ocean Rescue supervisors and tour the Ocean Rescue facilities.
- L. The Contractor shall periodically review major medical incident reports selected by the Ocean Rescue Supervisors and make recommendations on protocols to improve the response.
- M. The Contractor may appoint an Associate Medical Director(s) at no additional cost to the County, to provide services pursuant to this Agreement when the Medical Director is unavailable. The Associate Medical Director(s) shall meet all the qualifications for a Medical Director as set forth in Rule 64J-1.004 F.A.C. and Section 401.265, Florida Statutes.

ARTICLE 5 - PAYMENTS TO CONTRACTOR

- A. The total amount to be paid by the County under this Agreement for all services and materials, including "out of pocket" expenses for travel, subscriptions and memberships (as indicated in paragraphs B and C of this Article), shall not exceed a total Agreement amount of Forty Five Thousand Dollars (\$45,000) for agreement period, June 1, 2018 through May 31, 2021.

The Contractor will bill the County on a monthly basis for services rendered toward the completion of the Scope of Work, Article 3. Invoices shall be paid based on a One Thousand Two Hundred Fifty Dollar fee for each month of the Agreement for services satisfactorily performed. Price adjustments may be considered annually on the anniversary of the effective date of this Agreement and shall be based on the percent change in the Consumer Price Index. The Consumer Price Index shall be based upon All Urban Consumers, for the Miami-Fort Lauderdale Region, from June to June of each prior and renewal year respectively, as published by the United States Department of Labor.

- B. Invoices received from the Contractor pursuant to this Agreement will be reviewed and approved by the County, indicating that services have been rendered in conformity with this Agreement and then will be sent to the Finance Department for payment. Invoices shall be paid within thirty (30) days following the County representative's approval.
- E. Final Invoice: In order for both parties herein to close their books and records, the Contractor will clearly state "final invoice" on the Contractor's final/last billing to the County. This certifies that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County.
- F. Truth-In-Negotiation Certificate: Signature of this Agreement by the Contractor shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of the Agreement and no higher than those charged the Contractor's most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the County determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The County shall exercise its rights under this paragraph F within three (3) years following final payment.

ARTICLE 6 - DUTIES AND RESPONSIBILITIES OF THE COUNTY

- A. Meet or exceed all applicable standards and requirements of the State of Florida for certification as United States Life Saving Association (USLA) Certified Ocean Rescue Agency and shall remain so certified by the USLA.
- B. The County shall verify that its Emergency Medical Technicians become and remain certified as appropriate under the laws of the State of Florida.
- C. The County shall provide an administrative liaison to the Contractor through the Aquatics Division Director, and will cooperate to the greatest possible extent in the delivery of competent emergency medical care.
- D. The County shall provide facilities and maintain an appropriate environment to evaluate and enhance the medical skills and knowledge of EMT's working with the Contractor's authorization.

ARTICLE 7 - TERMINATION

This Agreement may be terminated by the Contractor upon ninety (90) days prior written notice to the County's representative in the event of substantial failure by the County to perform in accordance with the terms of this Agreement through no fault of the Contractor. It may also be terminated by, either party, with or without cause upon thirty (30)

days prior written notice to the other party. Unless the Contractor is in breach of this Agreement, the Contractor shall be paid for services rendered to the County's satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the County, the Contractor shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the County.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 8 - FEDERAL AND STATE TAX

The County is exempt from payment of Florida State Sales and Use Taxes. The County will sign an exemption certificate submitted by the Contractor. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Contractor authorized to use the County's Tax Exemption Number in securing such materials.

The Contractor shall be responsible for payment of its own and its share of its employees payroll, payroll taxes, and benefits with respect to this Agreement.

ARTICLE 9 - AVAILABILITY OF FUNDS

The County's performance and obligation to pay under this Agreement are contingent upon annual appropriations for its purpose by the Board of County Commissioners.

ARTICLE 10 - INSURANCE

- A. Without waiving the right to sovereign immunity as provided by Florida Statute 768 .28, the County shall agree to provide liability insurance coverage for the Contractor's negligent acts, errors, or omissions, but only with respect to his duties as Contractor on behalf of the County. Such coverage shall also be extended to Medical Director, Associate Medical Director and back-up physicians, with respect to their medical direction duties to the County. Coverage is afforded under the County's SELF-INSURED RETENTION PLAN and SPECIFIC EXCESS INSURANCE POLICY as follows:

SELF-INSURED RETENTION PLAN
\$500,000 Each Occurrence Self-Insured Retention

SPECIFIC EXCESS INSURANCE POLICY
\$500,000 Each Occurrence Combined Single Limit

- B. The County reserves the right, but not the obligation, to purchase separate liability insurance on behalf of the Contractor.
- C. The requirements contained herein are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

ARTICLE 11 - INDEMNIFICATION

The Contractor shall protect, defend, reimburse, indemnify and hold County, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of the performance of the terms of this Agreement.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

The County and the Contractor each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; however neither the County nor the Contractor shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other, except that Contractor may assign its right to receive payment. Nothing in this Agreement shall be construed as creating any personal liability on the part of any officer, employee or agent of the County. Nothing in this Agreement shall be construed as giving any rights or benefits hereunder to anyone other than the County and the Contractor.

ARTICLE 13 - REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizens, subcontractors, or employees of the County and/or the Contractor.

ARTICLE 14 - CONFLICT OF INTEREST

The Contractor represents that it presently has no known interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, and the Palm Beach County Code of Ethics. The Contractor further represents that no person having any such conflict of interest shall be employed, contracted or appointed for said

performance of services. The Contractor shall promptly notify the County's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the Contractor. The County agrees to notify the Contractor of its opinion by certified mail within thirty (30) days of receipt of notification by the Contractor. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Contractor, the County shall so state in the notification and the Contractor shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Contractor under the terms of this Agreement.

ARTICLE 15 - ARREARS

The Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 16 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The Contractor shall deliver to the County's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the County under this Agreement.

To the extent permitted by law, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the County or at its expense, will be kept confidential by the Contractor and will not be disclosed to any other party, directly or indirectly, without the County's prior written consent unless required by a lawful order or otherwise required by law. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Agreement for or at the County's expense shall be and remain the County's property and may be reproduced and reused at the discretion of the County.

The County and the Contractor shall comply with the provisions of Chapter 119, Florida Statute (Public Records Law), HIPAA, HITECH, HIPAA Regulations, and any other applicable laws relating to records and/or confidentiality of records.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Agreement, all documents, records, reports and

any other materials produced hereunder shall, to the extent permitted by law, be subject to disclosure, inspection and audit, pursuant to the Office of Inspector General, Palm Beach County, Florida Ordinance, Palm Beach County Code, Sections 2-421 - 2-440, as may be amended from time to time.

ARTICLE 17 -PERSONNEL

The Contractor represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County.

All of the services required hereunder shall be performed by the Contractor or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services. No subcontractors shall be used to perform any services under this Agreement unless specifically authorized herein and with the prior approval of the County.

The Contractor warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. All of the Contractor's personnel (and all subcontractors), while on County premises, will comply with all County requirements governing conduct, safety and security.

ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an Independent Contractor, and not an employee, or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision, and control. The Contractor shall exercise control over the means and manner in which it and its employees, agents, subcontractors, Associate Contractor and back-up physicians perform the work, and in all respects the Contractor's relationship, and the relationship of its employees, agents, subcontractors, Associate Contractor and back-up physicians, to the County shall be that of an Independent Contractor and not as employees or agents of the County. The Contractor, the Associate Contractor and all back-up physicians shall comply with all County policies concerning conduct and security when performing services hereunder. The Contractor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 19 - ACCESS AND AUDITS

The Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Agreement. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Contractor's place of business.

ARTICLE 20 - NONDISCRIMINATION

The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, sex, sexual orientation, gender identity or expression, genetic information, color, religion, disability, age, marital status, familial status, national origin, or ancestry; and that no person shall, based on any of these grounds, be excluded from the benefits of, or be subjected to any form of discrimination under, any activity carried out by the performance of this Agreement.

ARTICLE 21 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, each party shall bear its own attorney's fees and costs.

ARTICLE 22 - AUTHORITY TO PRACTICE

The Contractor hereby represents and warrants that it, the Associate Medical Director, and any backup physicians, have and will continue to maintain all licenses and approvals required to conduct their business, and that they will at all times conduct their business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the County's representative upon request. The Contractor further represents and warrants that it, the Associate Contractor and any back-up physicians possess and will continue to maintain the requisite qualifications, knowledge and experience required of a medical director.

ARTICLE 23 - SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances, shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 24 - ENTIRETY OF CONTRACTUAL AGREEMENT

The County and the Contractor agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25 - Modifications of Work, or otherwise by a duly authorized amendment to this Agreement.

ARTICLE 25 - PUBLIC ENTITY CRIMES

As provided in Florida Statute 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the Contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by Florida Statute 287.133(3)(a).

ARTICLE 26 – PALM BEACH COUNTY OFFICE OF INSPECTOR GENERAL

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421-2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Contractor, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421-2-440, and punished pursuant to Section 125.69, Florida Statute, in the same manner as a second degree misdemeanor.

ARTICLE 27 - MODIFICATIONS OF WORK

The County reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the Contractor of the County's notification of a contemplated change, the Contractor shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the County of any estimated change in the completion date, and (3) advise the County if the contemplated change shall affect the Contractor's ability to meet the completion dates or schedules of this Agreement.

If the County so instructs in writing, the Contractor shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the County's decision to proceed with the change.

If the County elects to make the change, the County shall initiate an Agreement amendment and the Contractor shall not commence work on any such change until such written amendment is signed by the Contractor and approved and executed by the Board of County Commissioners for Palm Beach County.

ARTICLE 28 - NOTICE

All notices required in this Agreement shall be sent by certified mail, return receipt requested, and if sent to the County's representative shall be mailed to:

Aquatics Director
Palm Beach County Parks
and Recreation Department

2700 Sixth Avenue South
Lake Worth, FL 33461

and if sent to the Contractor shall be mailed to:

Elite Medical Specialists, LLC
P.O. Box 2764
Jupiter, FL 33468

ARTICLE 29 - CONTINGENT FEES

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

ARTICLE 30 - CRIMINAL HISTORY RECORDS CHECK

If Contractor's is required under this Agreement to enter a "critical facility," as identified in Resolution R-2003-1274, the Contractor shall comply with the provisions of Chapter 2, Article IX of the Palm Beach County Code ("Criminal History Records Check" section). The Contractor acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, the Contractor shall be solely responsible for the financial, schedule, and staffing implications associated in complying with this section of the Palm Beach County Code.

ARTICLE 31 - REGULATIONS; LICENSING REQUIREMENTS

The Contractor shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. Contractor is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

ARTICLE 32 - SCRUTINIZED COMPANIES

As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the Contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473.

If the COUNTY determines, using credible information available to the public, that a false

certification has been submitted by Contractor, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135.

ARTICLE 33 - PUBLIC RECORDS, ACCESS AND AUDITS

The CONTRACTOR shall maintain records related to all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The COUNTY shall have access to such records as required in this section for the purpose of inspection or audit during normal business hours, at the CONTRACTOR's place of business.

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the CONTRACTOR: **(i) provides a service; and (ii) acts on behalf of the COUNTY as provided under Section 119.011(2), F.S.**, the CONTRACTOR shall comply with the requirements of Section 119.0701, F.S., as it may be amended from time to time. The CONTRACTOR is specifically required to:

- A. Keep and maintain public records required by the COUNTY to perform services as provided under this contract.
- B. Upon request from the COUNTY's Custodian of Public Records (COUNTY's Custodian) or COUNTY's representative/liaison, on behalf of the COUNTY's Custodian, provide the COUNTY 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 Chapter 119 or as otherwise provided by law. The CONTRACTOR further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract, if the CONTRACTOR does not transfer the records to the public agency. Nothing contained herein shall prevent the disclosure of or the provision of records to the COUNTY.
- D. Upon completion of the Contract, the CONTRACTOR shall transfer, at no cost to the COUNTY, all public records in possession of the CONTRACTOR unless notified by COUNTY's representative/liaison, on behalf of the COUNTY's Custodian, to keep and maintain public records required by the COUNTY to perform the service. If the CONTRACTOR transfers all public records to the COUNTY 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 by the CONTRACTOR must be provided to COUNTY, upon request of the COUNTY's Custodian or the COUNTY's representative/liaison, on behalf of the COUNTY's Custodian, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

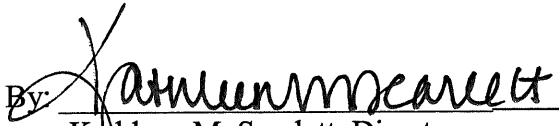
CONTRACTOR acknowledges that it has familiarized itself with the requirements of Chapter 119, F. S., and other requirements of state law applicable to public records not specifically set forth herein. Failure of the CONTRACTOR to comply with the requirements of this Article, Chapter 119, F.S. and other applicable requirements of state law, shall be a material breach of this Contract. COUNTY shall have the right to exercise any and all remedies available to it for breach of contract, including but not limited to, the right to terminate for cause.

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, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY EMAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.


[Remainder of page left blank intentionally]

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the COUNTY and CONTRACTOR has hereunto set its hand the day and year above written.


PALM BEACH COUNTY FLORIDA FOR ITS
BOARD OF COUNTY COMMISSIONERS
BY KATHLEEN M. SCARLETT
DIRECTOR OF PURCHASING

By: 
Kathleen M. Scarlett, Director

WITNESSES:


Signature

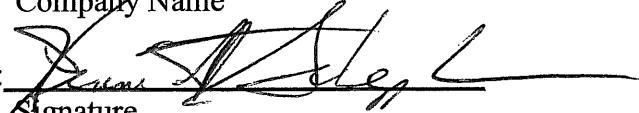
Heather N. Fuerst
Name (type or print)
WITNESSES:


Signature

Laurie C. Schobelock
Name (type or print)

CONTRACTOR

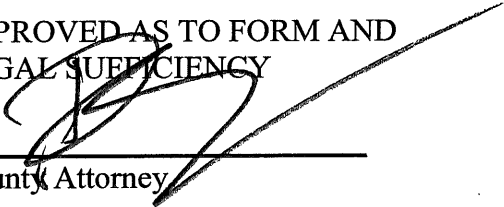
Elite Medical Specialists, LLC
Company Name

BY: 
Signature

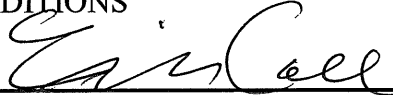
Kenneth A. Scheppke
Typed name

Authorized Member
Title

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: 
County Attorney

APPROVED AS TO TERMS AND
CONDITIONS

By: 
Eric Call, Director
Parks and Recreation Department