

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: May 7, 2019 Consent Regular
 Ordinance Public Hearing

Department: Risk Management

Submitted By: Risk Management

Submitted For: Risk Management

I. EXECUTIVE BRIEF


Motion and Title: Staff recommends motion to receive and file: an executed Second Amendment to Contract R2015-0805 for Consulting/Professional Services by and between Palm Beach County and Concept EFL Imaging Center, LLC, to increase the not-to-exceed annual cost by \$3,250 for a total of \$13,250 for the current term ending April 27, 2019.

Summary: This amendment to the contract for professional medical services has been fully executed on behalf of the Board of County Commissioners by the Director of Purchasing under the authority of Chapter 2, Article III, Division 2, Part A, Sections 2-51 through 2-58, Palm Beach County Code to increase the not-to-exceed annual cost by \$3,250 for a total of \$13,250 for the current term ending April 27, 2019. The Contract is for chest x-ray examination and evaluation services for prospective and current County and Fire Rescue personnel as part of the County's occupational health and workers' compensation program. In accordance with County PPM CW-O-051, all delegated contracts, agreements, and grants must be submitted by the initiating Department as a receive and file agenda item. Countywide (HH)

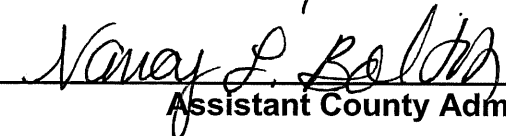
Background and Justification: Chest x-rays have long been provided as a component of the County's comprehensive pre-employment physical and workers' compensation program for personnel with work-related ailments or exposures to hazardous materials.

Attachments:

1. Second Amendment to Contract R2015-0805 for Consulting/Professional Services by and between the County and Concept EFL Imaging Center, LLC, a company authorized to do business in the State of Florida.

Recommended By:  4/5/19
Date

Department Director

Approved By: 
Date

Assistant County Administrator

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	3,250	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
Net Fiscal Impact	<u>3,250</u>	_____	_____	_____	_____

ADDITIONAL FTE POSITIONS (Cumulative) _____


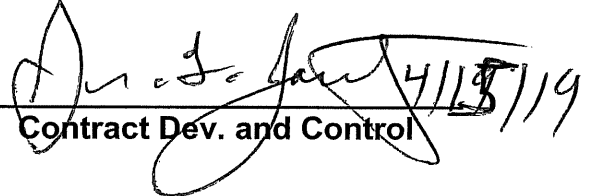
Is Item Included In Current Budget? Yes X No _____
 Does this item include the use of Federal funds? Yes _____ No X
 Budget Account Exp No.: Fund 5011 Dept 700 Unit 7245 Obj 3103
 Rev No.: Fund _____ Dept _____ Unit _____ Obj _____

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

C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

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

 4/11/19 OFMB 4/11/19  4/11/19 Contract Dev. and Control

B. Legal Sufficiency:


 Assistant County Attorney

C. Other Department Review:

 Department Director

**SECOND AMENDMENT
TO CONTRACT FOR
CONSULTING/PROFESSIONAL SERVICES
(Contract No. R2015-0805)**

THIS SECOND AMENDMENT, to Contract No. R2015-0805, dated April 28, 2015, is made as of the 27 day of March, 2019, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the "COUNTY," and Concept EFL Imaging Center, LLC, authorized to do business in the State of Florida, hereinafter referred to as the "CONSULTANT."

In consideration of the mutual promises contained herein, the COUNTY and the CONSULTANT agree as follows:

WITNESSETH:

WHEREAS, the parties entered into that certain Contract dated April 28, 2015, hereinafter referred to as the "CONTRACT", whereby the CONSULTANT agreed to provide medical services, specifically chest x-ray evaluations of prospective COUNTY employees, which contract was for a term of three years from April 28, 2015, through April 27, 2018, with an option for County in its sole discretion to renew the CONTRACT for two successive periods of one year each; and

WHEREAS, the First Amendment to the CONTRACT, executed on July 17, 2018, amended ARTICLE 2 – SCHEDULE to exercise the first optional one-year renewal period from April 28, 2018, through April 27, 2019, hereinafter referred to as "First Optional Renewal Period", and amended additional Articles of the CONTRACT to update standard contract language; and

WHEREAS, the parties desire to remove a cap on the number of x-rays that may be provided by CONSULTANT annually pursuant to the CONTRACT, retroactive to December 13, 2018; and

WHEREAS, the parties desire to amend ARTICLE 3, PAYMENTS TO CONSULTANT, to increase the not to exceed total annual contract amount for the First Optional Renewal Period by Three Thousand Two Hundred Fifty Dollars (\$3,250),

effective retroactively to December 13, 2018; and

WHEREAS, the parties desire to amend additional Articles of the CONTRACT to update standard contract language.

NOW THEREFORE, in consideration of the mutual covenants and agreements expressed herein, the COUNTY and the CONSULTANT agree as follows:

1. Paragraph A of ARTICLE 3 – PAYMENTS TO CONSULTANT, is hereby amended to read as follows:

A. The total amount to be paid by the COUNTY under this Contract for all services and materials including, if applicable, "out of pocket" expenses (specified in paragraph C below) shall not exceed a total annual contract amount of: Ten Thousand Dollars (\$10,000) for the period from April 28, 2015 through April 27, 2018; Thirteen Thousand Two Hundred Fifty Dollars (\$13,250) for the period from April 28, 2018 through April 27, 2019, the First Optional Renewal Period, effective retroactively to December 13, 2018. The annual contract amounts shall provide PA and Lateral view x-rays, as well as reports, at fifty dollars (\$50) per set with no cap on the number of x-rays, retroactive to December 13, 2018.

The CONSULTANT shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONSULTANT will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.

3. The first paragraph of ARTICLE 13 – REMEDIES, is hereby amended to read as follows:

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract 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, 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.

4. ARTICLE 22 – NONDISCRIMINATION is hereby amended to read as follows:

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the CONSULTANT warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, all of its employees are treated equally during

employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

5. So much of ARTICLE 27 – NOTICE is hereby amended to read as follows:

With copy to:

Wendy Summers, Manager Occupational Health Clinic
100 Australian Avenue, Suite 100
West Palm Beach, Florida 33406

6. ARTICLE 29 – CRIMINAL HISTORY RECORDS CHECK is hereby amended to read as follows:

The CONSULTANT, CONSULTANT'S employees, subcontractors of CONSULTANT and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolution R-2003-1274, as amended. The CONSULTANT is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the CONSULTANT acknowledges that its Contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Contract may include sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and Resolution R2003-1274, as amended. COUNTY staff representing the COUNTY department will contact the CONSULTANT(S) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The CONSULTANT shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the contract and return them to the COUNTY. If the CONSULTANT or its subcontractor(s) terminates an employee who has been issued a badge, the CONSULTANT must notify the COUNTY within two (2) hours. At the time of termination, the CONSULTANT shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the CONSULTANT if the CONSULTANT 1) does not comply with the requirements of County Code Section 2-371 - 2-377, as amended; 2) does not contact the COUNTY regarding a terminated CONSULTANT employee or subcontractor employee within the stated

time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

7. ARTICLE 31 – SCRUTINIZED COMPANIES is hereby amended to read as follows:

ARTICLE 31 - SCRUTINIZED COMPANIES

- A. As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725.
- B. **When contract value is greater than \$1 million:** As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT 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 or is engaged in business operations in Cuba or Syria.

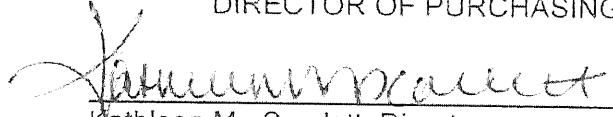
If the County determines, using credible information available to the public, that a false certification has been submitted by CONSULTANT, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal, if applicable.

8. All other provisions of said CONTRACT, R2015-0805, dated April 28, 2015, as amended by the First Amendment to Contract for Consulting/Professional Services dated July 17, 2018, are hereby confirmed and, except as provided herein, are not otherwise altered or amended and shall remain in full force and effect.

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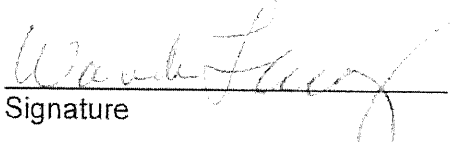
IN WITNESS WHEREOF, the Director of Purchasing of Palm Beach County, Florida, on behalf of the COUNTY, and the CONSULTANT have executed this Second Amendment to the Contract on the day and year above written.

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


Kathleen M. Scarlett, Director

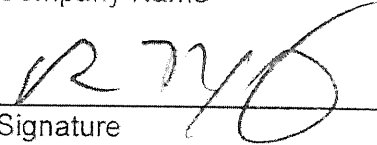
WITNESSES:

CONSULTANT:


Signature

Concept EFL Imaging Center, LLC
Company Name

Wanda Fogarty
Name (type or print)

BY: 
Signature



Signature

Russ Young
Typed Name

Beverly ARROYO
Name (type or print)

Division CFO
Title

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By 
County Attorney