

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date:	December 17, 2019	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Workshop	<input type="checkbox"/> Public Hearing
Department:	Fire-Rescue		

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:


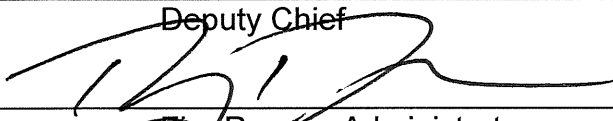
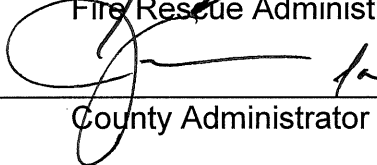
(A) determine that, due to a recent change in the Fire Rescue Division Chief of Medical Services, maintaining consistency in the Medical Director by approving an additional twelve (12) months extension to the Professional Service Agreement, as amended, with Elite Medical Specialists, LLC is beneficial to the interest, health, safety and welfare of the County; and

(B) approve a Third Amendment to Professional Service Agreement with Elite Medical Specialists, LLC, formerly known as Kenneth A. Scheppke, M.D., P.A., for Fire Rescue Department Medical Director Services, to extend the Agreement for a one-year period from January 1, 2020 through December 31, 2020 in an amount not to exceed \$198,300 for the one-year extension period.

Summary: Pursuant to State law, Palm Beach County Fire Rescue, as an Emergency Medical Services Provider, must employ or contract with a medical director who is a licensed physician and meets the criteria set out in Chapter 401, Florida Statutes, and the Rules of the Department of Health, Chapter 64J-1, F.A.C. The current medical director was selected pursuant to a Request for Proposal (RFP) for Fire Rescue Department Medical Director Services issued on October 3, 2014. The term of the Agreement was from January 1, 2015 through December 31, 2017, with two (2) one-year renewal periods which will expire December 31, 2019. Pursuant to Section 2-54(b) of the County's Purchasing Code, the Board can extend the Agreement for up to an additional twelve (12) months upon the Board's determination that such an extension is beneficial to the interest, health, safety or welfare of the County. This Amendment will extend the Agreement for an additional one year under the same terms and conditions. Prior to the expiration of this one-year renewal period, the Fire Rescue Department will advertise a new RFP for medical director services. Countywide (SB)

Background and Justification: The Medical Director is directly involved in the development, implementation, and supervision of the protocols, training, delivery, and quality control of the County's Basic and Advanced Life Support program. Duties include the overall medical supervision of approximately 1,135 paramedics and 160 EMTs, oversight of Fire Rescue's quality management program, medical direction of the aeromedical program (Trauma Hawk), and quality review of the County's Emergency Medical Dispatch (EMD) program administered through the 911 communications system. The Agreement also requires the Medical Director to contract with two physicians to serve as Associate Medical Directors in order to provide increased training classes provided to the Paramedics and EMTs, an increased level of time spent in the field for supervision/observation of skill levels, and availability of twenty-four hour emergency consultation.

Attachment: Third Amendment to Professional Service Agreement

Recommended by:		11/21/19
	Deputy Chief	Date
Approved by:		11/20/19
	Fire Rescue Administrator	Date
Approved by:		12/5/19
	County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures					
Operating Costs	<u>148,725</u>	<u>49,575</u>			
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	<u>148,725</u>	<u>49,575</u>			
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>				

Is Item Included in Proposed Budget? Yes X No

Does this item include the use of federal funds? Yes No X

Budget Account No.: Fund 1300 Dept 440 Unit 4243
Revenue Source _____ Object 3101



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

Source of funds is the Fire Rescue MSTU. The financial impact will be the annual expenditure of up to \$195,000 for professional services, up to \$2,500 for travel-related expenses; and up to \$800 for subscription/membership-related expenses.

C. Departmental Fiscal Review: *my whole staff*

III. REVIEW COMMENTS

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


 OFMB  BR1122

A. J. Jaworski 12/3/19
Contract Development and Control
12/3/19 TW

B. Legal Sufficiency

Ryan Barn 12/4/19
Assistant County Attorney

C. Other Department Review:

Department Director

REVISED 9/03
ADM FORM 01

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.)

**THIRD AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT
BETWEEN PALM BEACH COUNTY AND ELITE MEDICAL SPECIALISTS, LLC,
FORMERLY KNOWN AS KENNETH A. SCHEPPKE, M.D., P.A.
FOR FIRE RESCUE DEPARTMENT MEDICAL DIRECTOR SERVICES**

THIS THIRD AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT is made and entered into on _____, 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, formerly known as Kenneth A. Scheppke, M.D., LLC, formerly known as Kenneth A. Scheppke, M.D., P.A. (hereinafter referred to as the "MEDICAL DIRECTOR").

WITNESSETH:

WHEREAS, pursuant to a request for proposal process, the parties entered into that certain Professional Service Agreement (R2014-1849) dated December 2, 2014 (hereinafter referred to as the "Agreement") with Kenneth A. Scheppke, M.D., P.A., now known as Elite Medical Specialists, LLC, whereby the MEDICAL DIRECTOR has agreed to provide professional services as Medical Director for Palm Beach County Fire Rescue in accordance with Chapter 401, Florida Statutes and Chapter 64J-1, Florida Administrative Code, Rules of the Department of Health, as more specifically set forth in the Scope of Work detailed in Article 3 of the Agreement; and

WHEREAS, the original term of the Agreement was from January 1, 2015 through December 31, 2017, with two (2) additional one (1) year periods of renewal on the same terms and conditions; and

WHEREAS, on December 19, 2017, a First Amendment to the Agreement (R2017-1926) was approved to exercise the first one (1) year renewal period to extend the term of the Agreement through December 31, 2018; and

WHEREAS, on December 18, 2018, a Second Amendment to the Agreement (R2018-2033) was approved to exercise the second one (1) year renewal period to extend the term of the Agreement through December 31, 2019; and

WHEREAS, pursuant to Section 2-54(b) of the County's Purchasing Code, the Board can extend the Agreement for up to an additional twelve (12) months upon the Board's determination that such an extension is beneficial to the interest, health, safety or welfare of the County; and

WHEREAS, due to a recent change in the Fire Rescue Division Chief of Medical Services, the Board determines that maintaining consistency in the Medical Director by extending the Agreement for an additional twelve (12) months is beneficial to the interest, health, safety and welfare of the County; and

WHEREAS, both parties desire to extend the term of the Agreement for an additional twelve (12) months through December 31, 2020.

NOW THEREFORE, in consideration of the mutual promises contained herein, the COUNTY and the MEDICAL DIRECTOR agree as follows:

1. **ARTICLE 2 – SCHEDULE** of the Agreement, as amended by the First Amendment, as further amended by the Second Amendment, is hereby amended to read as follows:

“The MEDICAL DIRECTOR shall commence services on January 1, 2015, and complete all services by December 31, 2020.”

2. The first paragraph of **Section A** of **ARTICLE 4 – PAYMENTS TO MEDICAL DIRECTOR** of the Agreement, as amended by the First Amendment, as further amended by the Second Amendment, is hereby amended to read as follows:

“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 One Million One Hundred Eighty-Nine Thousand Eight Hundred Dollars (\$1,189,800.00).”

3. The first sentence of **Section B** of **ARTICLE 4 – PAYMENTS TO MEDICAL DIRECTOR** of the Agreement, as amended by the First Amendment, as further amended by the Second Amendment, is hereby amended to read as follows:

“Out-of-pocket travel expenses authorized for reimbursement under Article 3 above, shall not exceed Two Thousand Five Hundred Dollars (\$2,500.00) annually, for a total Agreement amount of Fifteen Thousand Dollars (\$15,000.00).”

4. The first sentence of **Section C** of **ARTICLE 4 – PAYMENTS TO MEDICAL DIRECTOR** of the Agreement, as amended by the First Amendment, as further amended by the Second Amendment, is hereby amended to read as follows:

“Subscription and membership expenses authorized for reimbursement under Article 3, shall not exceed Eight Hundred Dollars (\$800.00) annually, for a total Agreement amount of Four Thousand Eight Hundred Dollars (\$4,800.00)”

5. **ARTICLE 20 – NONDISCRIMINATION** of the Agreement is hereby updated and 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 MEDICAL DIRECTOR warrants and represents that throughout the term of the Agreement, 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 Agreement.

As a condition of entering into this Agreement, the MEDICAL DIRECTOR represents and warrants that it will comply with the COUNTY’s Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, the MEDICAL DIRECTOR shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the MEDICAL DIRECTOR retaliate against any person for reporting instances of such discrimination. The MEDICAL DIRECTOR shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the COUNTY’s relevant marketplace in Palm Beach County. The MEDICAL DIRECTOR understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the company from participating in COUNTY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. MEDICAL DIRECTOR shall include this language in its subcontracts.”

6. The MEDICAL DIRECTOR’s mailing address in **ARTICLE 27 – NOTICE** of the Agreement is hereby amended to read as follows:

Elite Medical Specialists, LLC
PO Box 2764
Jupiter, FL 33477

7. **ARTICLE 31 – SCRUTINIZED COMPANIES** of the Agreement is hereby updated and amended to read as follows:

“A. As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, the MEDICAL DIRECTOR 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 Agreement or performing any work in furtherance hereof, the MEDICAL DIRECTOR 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 the MEDICAL DIRECTOR, this Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Agreement renewal, if applicable.”

8. All other provisions of said AGREEMENT, as amended by the First and Second Amendments, are hereby confirmed and, except as provided herein, are not otherwise altered or amended and shall remain in full force and effect.

[Remainder of page left blank intentionally]

IN WITNESS WHEREOF, MEDICAL DIRECTOR and the COUNTY have made and executed this Third Amendment to Professional Service Agreement on the date first above written.

ATTEST:
SHARON R. BOCK
CLERK & COMPTROLLER

PALM BEACH COUNTY, FLORIDA,
BY ITS BOARD OF COUNTY
COMMISSIONERS

By: _____
Deputy Clerk

By: Dave Kerner, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: Sharon Bock
County Attorney

By: [Signature]
Fire Rescue

WITNESSES:

ELITE MEDICAL SPECIALISTS, LLC

Brenda Daly
(Signature)

By: Kenneth A. Scheppe
Kenneth A. Scheppe
Authorized Member

BRENDA DALY
Name (Type or Print)

Dave Kerner
(Signature)
TORRE KERR
Name (Type or Print)